

## FIRST AMENDING AGREEMENT

**THIS AGREEMENT** is dated the 13<sup>th</sup> day of April, 2021.

**BETWEEN:**

**ENVIROGOLD GLOBAL (CAN) LTD.,**  
a corporation incorporated under the laws of the Province of Ontario  
("EnviroGold")

-and-

**RANGE ENERGY RESOURCES INC.,**  
a corporation incorporated under the laws of the Province of British Columbia  
("Range")

**WHEREAS** EnviroGold and Range are parties to a business combination agreement made as of March 26, 2021 (the "**Combination Agreement**") pursuant to which EnviroGold and Range agreed to effect the combination of their respective businesses and assets;

**AND WHEREAS** the parties intend to effect the proposed business combination by way of a statutory amalgamation between EnviroGold and Range pursuant to the applicable laws of the Province of Ontario;

**AND WHEREAS** EnviroGold, Range and 2826847 Ontario Inc. ("**Subco**") will be parties to an amalgamation agreement in the form attached as Schedule "A" to the Combination Agreement (the "**Amalgamation Agreement**") pursuant to which EnviroGold, Range and Subco will effect the amalgamation of EnviroGold and Subco;

**AND WHEREAS** the parties intend upon completion of the proposed business combination, Range will become the resulting issuer with the name "EnviroGold Global Limited";

**AND WHEREAS** the parties wish to amend the Combination Agreement in accordance with the terms set forth in herein;

**NOW THEREFORE** the parties agree as follows:

### **1. Amendment to the Combination Agreement**

The Combination Agreement shall be amended to:

- (a) revise the term "**Financing**" under Section 1.1 to mean "a non-brokered private placement of EnviroGold Subscription Receipts and/or units comprised of one EnviroGold Share and up to one EnviroGold Financing Warrant, and each at an issue price implied by a \$17,894,223.76 premoney valuation of EnviroGold, for gross proceeds of a minimum of \$500,000."

### **2. Amendment to the Amalgamation Agreement**

The Amalgamation Agreement shall be amended to:

- (a) revise the term “**Financing**” under Section 1 to mean “a non-brokered private placement of EnviroGold Subscription Receipts and/or units comprised of one EnviroGold Share and up to one EnviroGold Financing Warrant, and each at an issue price implied by a \$17,894,223.76 premoney valuation of EnviroGold, for gross proceeds of a minimum of \$500,000.”.

### **3. Confirmation**

From and following the date hereof, each reference in the Combination Agreement and Amalgamation Agreement to “this Agreement”, “herein”, “hereto” and “hereof” and each reference to the Combination Agreement and Amalgamation Agreement in any and all other agreements, documents and instruments delivered by any of the parties or any other person, pursuant to the Combination Agreement shall mean and be a reference to the Combination Agreement and the Amalgamation Agreement as amended by this Agreement. Except as otherwise expressly amended hereby, the Combination Agreement shall remain in full force and effect in accordance with its terms and this Agreement and the Combination Agreement shall be read as one and the same instrument.

### **4. No Waiver**

The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, constitute a waiver of condition or provision (whether or not similar) of the Combination Agreement nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

### **5. Governing Law**

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### **6. Counterparts**

This Agreement may be executed by the parties in one or more counterparts, and may be executed and delivered by PDF, copy via email and all such counterparts shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**[Signature page follows]**

**IN WITNESS WHEREOF** this Agreement has been executed and delivered by the parties hereto effective as of the date first written above.

**ENVIROGOLD GLOBAL (CAN) LTD.**

Per: (Signed) Sean Foley  
*Authorized Signatory*

**RANGE ENERGY RESOURCES INC.**

Per: (Signed) Allan Bezanson  
*Authorized Signatory*