

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT is dated for reference February 13, 2024

BETWEEN:

Souhail Abi Farrage, having a residence at 5623 145A Street, Surrey, BC V3S 8E3.

(“**Abi Farrage**”)

OF THE FIRST PART

AND:

Cameo Resources Inc. (formerly Elmira Capital Inc.), a British Columbia Company, with a head office located at 5623 145A Street, Surrey, BC V3S 8E3.

(“**Cameo**”)

OF THE SECOND PART

Collectively referred to hereafter as the “**Parties**”

WHEREAS, the Parties entered into a management agreement dated September 1, 2016 (the “**Management Agreement**”) for Abi Farrage to serve as the president and CEO of Cameo for a monthly compensation of \$5,000.

AND WHEREAS, Abi Farrage and Cameo have agreed to amend the Management Agreement pursuant to the terms of this Amendment Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of one dollar (\$1.00) and the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties covenant and agree as follows:

1. Section 4.1 of the Management Agreement be and is hereby deleted in its entirety and replaced with the following:

“**Base Fee.** For all services rendered by the Officer under this Agreement, the Company shall pay the Officer a fee (the “**Fee**”) of two-thousand and five hundred (\$2,500) dollars per month plus GST. However, the Fee will not be paid until the Officer determines, reasonably, that the Company can afford to pay or the Officer agrees to accept shares for some or all of the accruals. In addition to the Fee, the Company may, in its absolute discretion and subject to all necessary corporate and regulatory approvals, consider paying bonuses or other compensation at intervals through the Term. All Fees and bonuses paid hereunder shall be subject to such withholding deductions as may be required by law.

The Fee shall be reviewed on each anniversary date of this Agreement for amendment of quantum, including any benefits such as insurance, medical and dental plans, and the like. In the event that the parties cannot agree within thirty (30) days to amendment to the Fee, the Fee shall be automatically increased by the Cost of Living Index for the City of Vancouver, as published by the Canadian federal government, or ten percent (10%) whichever is greater.

The Fee shall accrue at the end of each month in which the services are rendered”

2. Except as amended by this Amendment Agreement, the Management Agreement shall remain in full force and effect as between the parties.
3. Any facsimile signature shall be taken as an original.

IN WITNESS WHEREOF the Parties have executed this Amendment Agreement as of the date first written above.

"Souhail Abi Farrage"
SOUHAIL ABI FARRAGE

CAMEO RESOURCES INC.

"Vanni Barbon"
By: Authorized Signatory