AMENDING AGREEMENT TO SOUTH FALCON OPTION AGREEMENT

THIS AMENDING AGREEMENT (this "**Agreement**"), dated as of August 28, 2023, is made and entered into between North Shore Energy Metals Ltd., a British Columbia company (the "**Company**"), and Skyharbour Resources Ltd. ("**Skyharbour**"), a British Columbia company.

WHEREAS:

A. The Company and Skyharbour (collectively, the "**Parties**") entered into an option agreement dated May 29, 2023 (the "**South Falcon Option Agreement**"), pursuant to which Skyharbour agreed to grant to the Company an exclusive right and option to acquire up to 100 percent (100%) of the right, title and interest of Skyharbour in and to the Property (as defined in the South Falcon Option Agreement); and

B. The parties wish to amend the terms of the South Falcon Option Agreement as set out herein.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the South Falcon Option Agreement.

1.2. In this Agreement, all dollar amounts are expressed in the lawful currency of Canada.

2. **AMENDMENTS TO THE SOUTH FALCON OPTION AGREEMENT**

2.1. The South Falcon Option Agreement is hereby amended as follows:

(a) Section 3.1 of the South Falcon Option Agreement is hereby deleted in its entirety and replaced with:

"The Optionor irrevocably grants to the Optionee the sole and exclusive right and option to acquire an initial 80% right, title and interest in and to the Property, subject to the NSR Royalty and Underlying NSR Royalty, in accordance with the terms of this Agreement by satisfying the following conditions:

(a) paying to the Optionor a total of $525,000 and issuing to the Optionor the total number of Shares equivalent to a value of up to $1,225,000, or in lieu of issuing Shares to the Optionor on the date that is 13 months after the Closing Date or on the second or third anniversaries, as applicable, at the Optionee's sole discretion, paying to the Optionor up to an aggregate amount of $1,075,000 in cash (the cash payments and Share issuances collectively referred to as the "**Option Payment**"), as follows:

(i) On signing of this Agreement, pay $25,000 to the Optionor;

(ii) On the Closing Date, pay $25,000 and issue Shares having a value of $150,000, at a deemed price of $0.30 per share, with the Shares being subject to a one year hold from the date of issue (the "**First Option Payment**");

(iii) on or before the date that is 13 months after the Closing Date, pay $100,000 and at the Optionee's sole discretion, pay the Optionor $200,000 in cash or issue Shares having a value of $200,000, based on the five (5) day VWAP at the time of issuance, subject to a minimum price of the Discounted Market Price (as defined in the policies of the Exchange) with the Shares being subject to a one year hold from the date of issue (the "**Second Option Payment**");

(iv) on or before the second anniversary of the Closing Date, pay $150,000 and at the Optionee's sole discretion, pay the Optionor $350,000 in cash or issue Shares having a value of $350,000, based on the five (5) day VWAP at the time of issuance, subject to a minimum price of the Discounted Market Price (as defined in the policies of the Exchange) (the "**Third Option Payment**");

(v) on or before the third anniversary of the Closing Date, pay $225,000 and at the Optionee's sole discretion, pay the Optionor $525,000 in cash or issue Shares having a value of $525,000, based on the five (5) day VWAP at the time of issuance, subject to a minimum price of the Discounted Market Price (as defined in the policies of the Exchange) (the "**Fourth Option Payment**");

(b) incurring a minimum of $3,550,000 in Exploration Expenditures on the Property as follows:

(i) $250,000 in Exploration Expenditures on or before December 31, 2023 with a commitment by the Optionee to keep Claims MC00015063, MC000180 and S-113298 in good standing beyond the next expiry dates of December 8, 2023, December 20, 2023 and January 15, 2024 respectively, with deficiency deposits fulfilling part of the commitment in lieu of work if required;

(ii) an additional $250,000 in Exploration Expenditures on or before the date that is 13 months after the Closing Date;

(iii) an additional $1,300,000 in Exploration Expenditures on or before the second anniversary of the Closing Date; and

(iv) an additional $1,750,000 in Exploration Expenditures on or before the third anniversary of the Closing Date.

In the event that the Optionee spends, in any of the above periods, less than the specified sum, it may pay to the Optionor the difference between the amount it actually spent and the specified sum before the expiry of that period in full satisfaction of the Exploration Expenditures to be incurred. In the event that the Optionee spends, in any period, more than the specified sum, the excess shall be carried forward and applied to the Exploration Expenditures to be incurred in succeeding periods."

(b) Section 3.2 of the South Falcon Option Agreement is herby deleted in its entirety and replaced with:

The Optionor irrevocably grants to the Optionee the sole and exclusive right and option to acquire an additional 20% right, title and interest in and to the Property for a total 100% interest, subject to the NSR Royalty and Underlying NSR Royalty, in accordance with the terms of this Agreement by making an additional payment to the Optionor of CAD $5,000,000 cash and issuing Shares to the Optionor having an aggregate value of CAD $5,000,000, based on the twenty (20) day volume-weighted average price ("VWAP") of the Shares at the time of issuance, subject to a minimum price of the Discounted Market Price (as defined n the policies of the Exchange), within 90 business days of earning the initial 80% interest. If the applicable VWAP of the Shares is below $0.05 per Share, the Optionor can elect to take the payment in cash.

(c) In section 14.2 of the South Falcon Option Agreement, the reference to "September 1st, 2023" is hereby deleted and replaced with "November 1st, 2023".

2.2. Save and except as amended herein, the South Falcon Option Agreement remains in full force and effect in accordance with its pre-existing terms and conditions.

2.3. Each of the parties hereto shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Agreement.

3. **GENERAL**

3.1. Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement.

3.2. No amendment or interpretation of this Agreement shall be binding upon the parties hereto unless such amendment or interpretation is in written form executed by all of the parties to this Agreement.

3.3. This Agreement may not be assigned by any party without the prior written consent of all of the parties.

3.4. This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia.

3.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any counterpart thereof may be delivered by facsimile or other electronic means and when so delivered shall be deemed to be an original.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Company and Skyharbour have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

NORTH SHORE ENERGY METALS LTD.

By:

"Brooke Clements"

Authorized Signatory, Brooke Clements

SKYHARBOUR RESOURCES LTD.

By:

"Jordan Trimble"

Authorized Signatory, Jordan Trimble