

AMENDING AMALGAMATION AGREEMENT

THIS AMENDING AMALGAMATION AGREEMENT is made as of February 19, 2025.

AMONG:

POWERSTONE METALS CORP., a body corporate incorporated under the laws of the Province of British Columbia ("**PowerStone**")

- AND -

1001099231 ONTARIO CORP., a body corporate incorporated under the laws of the Province of Ontario ("**SubCo**")

- AND -

LIBRA LITHIUM CORP., a body corporate incorporated under the laws of the Province of Ontario ("**Libra**")

WHEREAS pursuant to the Amalgamation Agreement dated December 31, 2024 (the "**Amalgamation Agreement**"), PowerStone, SubCo and Libra agreed to amalgamate pursuant to Section 175 of the *Business Corporations Act* (Ontario);

AND WHEREAS the parties wish to amend (collectively the "**Amendments**") certain provisions of the Amalgamation Agreement as set forth herein;

AND WHEREAS the parties hereto have agreed to enter into this Amending Amalgamation Agreement to adhere to and confirm the Amendments; and

NOW THEREFORE this Amending Amalgamation Agreement witnesseth that in consideration of the sum of \$10, the receipt and sufficiency of which is hereby acknowledged and the mutual agreements, covenants, and conditions herein, PowerStone, SubCo and Libra hereby agree as follows:

1. The following defined terms in Section 1.1 shall be deleted in their entirety and replaced with the following:

(jj) "Outside Date" shall mean June 30, 2025.

(ggg) "Libra Options" means 4,105,000 options in the capital of Libra, each of which entitles the holder thereof to acquire one Libra Share for an exercise price of \$0.15 per Libra Share.

(dddd) "Powerstone Financial Statements" means the audited financial statements of PowerStone for the year ended October 31, 2024 as filed on SEDAR+.

2. Other than specifically set forth herein, the Amalgamation Agreement remains in full force and effect and is amended only as required to give effect to the changes set forth and described herein.
3. For the convenience of the parties, the Amending Amalgamation Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Amending Amalgamation Agreement). A signed facsimile copy or electronically transmitted copy of this Amending Amalgamation Agreement shall be effective and valid proof of execution and delivery.

[Signature Page Follows]

IN WITNESS WHEREOF this Amending Amalgamation Agreement has been executed and sealed by the authorized officers or directors of each of the parties effective as of the first date written above.

POWERSTONE METALS CORP.

Per: *Zachary Goldenberg*
Name: Zachary Goldenberg
Title: Chief Executive Officer and Director

1001099231 ONTARIO CORP.

Per: *Zachary Goldenberg*
Name: Zachary Goldenberg
Title: Director

LIBRA LITHIUM CORP.

Per: *Koby Kushner*
Name: Koby Kushner
Title: Chief Executive Officer and Director

CERTIFICATE *of* SIGNATURE

REF. NUMBER
FT299-Y2ANR-AYHGQ-XLAUX

DOCUMENT COMPLETED BY ALL PARTIES ON
19 FEB 2025 23:11:54 UTC

SIGNER

ZACHARY GOLDENBERG

EMAIL
ZACH@LIBERTYVP.CO

TIMESTAMP

SENT
19 FEB 2025 18:46:05 UTC
VIEWED
19 FEB 2025 19:14:57 UTC
SIGNED
19 FEB 2025 19:15:15 UTC

SIGNATURE



IP ADDRESS
24.114.36.227

RECIPIENT VERIFICATION

EMAIL VERIFIED
19 FEB 2025 19:14:57 UTC

KOBY KUSHNER

EMAIL
KKUSHNER@LIBRALITHIUM.COM

SENT
19 FEB 2025 18:46:05 UTC
VIEWED
19 FEB 2025 23:11:17 UTC
SIGNED
19 FEB 2025 23:11:54 UTC



IP ADDRESS
72.136.112.140
LOCATION
TORONTO, CANADA

RECIPIENT VERIFICATION

EMAIL VERIFIED
19 FEB 2025 23:11:17 UTC

