

AMENDMENT TO AGENCY AGREEMENT

THIS AMENDMENT is made as of December 14, 2021

AMONG:

RESEARCH CAPITAL CORPORATION (the “**Lead Agent**”)

- and -

ECHELON WEALTH PARTNERS INC. (“**Echelon**”, and together with the Lead Agent, the “**Agents**”)

- and -

NEVADA LITHIUM RESOURCES INC., a corporation incorporated under the laws of the Province of British Columbia (the “**Company**”)

RECITALS:

- A. The Agents and the Company are parties to an agency agreement (the “**Agency Agreement**”) dated November 30, 2021; and
- B. The Agents and the Company wish to amend certain terms of the agency agreement as provided in this Amendment.

THEREFORE, in consideration of the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agency Agreement.

1.2 Interpretation not Affected by Headings

The division of this Amendment into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amendment. Unless the contrary intention appears, references in this Amendment to an Article, Section, subsection or paragraph or both refer to the Article, Section, subsection or paragraph, respectively, bearing that designation in this Amendment.

1.3 Number and Gender

In this Amendment, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender shall include all genders.

1.4 Governing Law

This Amendment shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein.

ARTICLE 2 AMENDMENTS

2.1 Amendments to the Agency Agreement

- (1) Section 3.1(k) of the Agency Agreement is deleted in its entirety, and replaced with the following:

“immediately prior to the Closing, the authorized capital of the Subsidiary will consist of an unlimited number of common shares without par value, of which 8,750,000 common shares are duly authorized, issued and outstanding as fully paid and non-assessable, and all of such common shares are held legally and beneficially by the Corporation free and clear of all Liens of any nature or kind;”

- (2) The “and” at the end of Section 5.1(s) of the Agency Agreement is deleted.

- (3) Section 5.1(t) of the Agency Agreement is deleted in its entirety, and replaced with the following:

“(t) immediately prior to the filing the Final Prospectus with the applicable securities regulatory authorities pursuant to Applicable Securities Laws, the Corporation shall cause its auditors to furnish the Agents a letter (the “**Comfort Letter**”) dated the date the Comfort Letter is delivered, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents, relating to the verification of certain of the financial information and statistical and accounting data relating to the Corporation and the Subsidiary contained in the Final Prospectus or incorporated by reference therein, which Comfort Letter shall be based on a review having a cut-off date not more than two (2) business days prior to the date of the Comfort Letter stating that such auditors are independent public accountants within the meaning of the Applicable Securities Laws and the rules and regulations thereunder, and that in their opinion the Financial Statements of the Corporation incorporated by reference in the Final Prospectus comply as to form in all material respects with the published accounting requirements of the Applicable Securities Laws and the related regulations thereunder and with the applicable accounting requirements of the Applicable Securities Laws and the related published rules and regulations adopted by the applicable securities regulatory authorities in the Offering Jurisdictions; and

- (u) Prior to January 15, 2022, the Company shall: (i) file, or cause to be filed, all necessary documentation with the Bureau of Land Management to reflect the transfer of ownership from Great Basin Oil LLC to Bonaventure Nevada Inc. of the claims underlying the Bonne Claire Project (the “**Title Transfer**”); (ii) complete all filing requirements and pay all of the necessary fees in order for Bonaventure Nevada Inc. to be reinstated in good standing with the State of Nevada; and (iii) render to the Agents a title opinion evidencing that the Title Transfer has been completed.”

ARTICLE 3 GENERAL PROVISIONS

3.1 Ratification and Confirmation

The Agency Agreement, as amended hereby, remains in full force and effect, and as amended hereby is hereby ratified and confirmed. Provisions of the Agency Agreement that have not been amended or terminated by this Amendment remain in full force and effect, unamended. All rights and liabilities that have accrued to any party under the Agency Agreement up to the date of this Amendment remain unaffected by this Amendment.

3.2 Counterparts

This Amendment may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

RESEARCH CAPITAL CORPORATION

By: "Jovan Stupar"
Name: Jovan Stupar
Title: Managing Director, Investment Banking

ECHELON WEALTH PARTNERS INC.

By: "Jason Yeung"
Name: Jason Yeung
Title: Managing Director

NEVADA LITHIUM RESOURCES INC.

By: "Kelvin Lee"
Name: Kelvin Lee
Title: Chief Executive Officer