

AMENDING AGREEMENT

THIS AGREEMENT (the “**Amending Agreement**”) made effective as of August 21, 2024.

BETWEEN:

RUSH RARE METALS CORP., a company incorporated and registered in British Columbia, having its registered office at #600 – 1090 West Georgia Street, Vancouver, British Columbia, Canada V6E 3V7

Email: ifgsmith@yahoo.ca

(the “**Optionor**”)

AND:

MYRIAD URANIUM CORP., a company incorporated and registered in British Columbia, Canada, having its registered office at #600 – 1090 West Georgia Street, Vancouver, British Columbia, Canada V6E 3V7

Email: tdlamb@gmail.com

(the “**Optionee**”)

WHEREAS:

(A) The parties hereto entered into a property option agreement dated as of October 18, 2023 (the “**Agreement**”); and

(B) The parties hereto wish to amend the terms of the Agreement in the manner set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree to amend the Agreement as follows:

1. In this Amending Agreement capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement.
2. Section 3.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

Throughout the First Option Period and, as applicable, subject to the JV Company Constituent Documents, throughout the Second Option Period:

- (a) The Optionee will have the right to serve as operator of the Property (the “**Operator**”). If the Optionee at any time or from time to time elects to not serve as Operator, then the Optionor will have the right to serve as Operator.
- (b) The Operator shall keep the other Party informed in a timely manner, in advance, of all Operations to be conducted by the Operator on the Property.
- (c) Neither Party shall grant any Encumbrance against its interest in the Property without the consent of the other Party, such consent not to be unreasonably withheld.
- (d) The Optionor, acting reasonably, shall use commercially reasonable efforts to facilitate, either by itself or through its wholly-owned subsidiary Rush Uranium Wyoming LLC, any permits that are necessary or advisable in the State of Wyoming in connection with any exploration to be conducted by the Optionee, as Operator, on the Property; provided however that in connection with any such commercially reasonable efforts and/or facilitation, including without limitation in connection with the Optionor, Rush Uranium Wyoming LLC or any of their officers, directors, employees, agents or consultants applying for or being named in any such permits, the Optionee hereby agrees to indemnify and hold harmless the Optionor, Rush Uranium Wyoming LLC and their officers, directors, employees, agents and consultants from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including reasonable legal or advisor fees and disbursements, of whatever kind and nature which may at any time be imposed on, incurred by or asserted against any of them in connection with any such commercially reasonable efforts and/or facilitation, other than such liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements arising by reason of the gross negligence, willful misconduct, bad faith or fraud of the Optionor, Rush Uranium Wyoming LLC and their officers, directors, employees, agents or consultants. This provision shall survive the termination of the Agreement.
- (e) The Optionee shall be responsible for making all annual payments to the “Sellers” under the project sale agreement respecting the Property dated as of April 8, 2022.

3. Article 10 – Area of Mutual Interest of the Agreement is hereby deleted in its entirety and replaced with the following:

- 10.1 The “**Area of Mutual Interest**” will be deemed to comprise: (a) that area which is within three (3) kilometers of any portion of the Property as at the date of execution of this Agreement; and (b) any area, regardless of proximity to the Property, that is staked or otherwise acquired by any Party or an Affiliate of any Party (in this Article only, called in each case the “**Acquiring Party**”) as a result, directly or indirectly, of information included in the historical data respecting the Property and the surrounding vicinity which was obtained by the Optionor and provided to the Optionee. Except as described herein, nothing in this Agreement will cause the Area of Mutual Interest to be expanded.

- 10.2 If at any time during the Term any Party or an Affiliate of an Acquiring Party stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the Area of Mutual Interest (each such staking or acquisition, an “**AMI Addition**”), the Acquiring Party will forthwith give notice to the other Party of that AMI Addition, the total cost thereof and all details in the possession of that Party with respect to the details of the AMI Addition, the nature of the AMI Addition and the known mineralization of the AMI Addition.
- 10.3 The other Party may, within thirty (30) days of receipt of the Acquiring Party’s notice, elect, by notice to the Acquiring Party, to require that the AMI Addition be included in and thereafter form part of the Property for all purposes of this Agreement.
- 10.4 If the election in Section 10.3 is made with respect to any AMI Addition, the following will apply to the costs of the subject AMI Addition:
- (a) the Optionee will pay or as applicable reimburse the Acquiring Party (if the Acquiring Party is the Optionor) for the acquisition costs of the AMI Addition, and such acquisition costs will not qualify as a Qualifying Expenditure;
 - (b) if the Agreement is terminated without the Optionee having exercised the First Option, the Optionor shall have the right (but not the obligation) to purchase all right, title and interest to such AMI Addition by reimbursing the Optionee for all of the acquisition costs of the AMI Addition incurred by the Optionee, and if the Optionor does not exercise such right then the Optionee shall be entitled to all right, title and interest in and to such AMI Addition; and
 - (c) if the Optionee successfully exercises the First Option and/or the Second Option, then the Optionor shall not be obligated to reimburse the Optionee for any of the acquisitions costs of such AMI Addition, and the AMI Addition will continue to be included in and will continue to form part of the Property for all purposes of this Agreement.
- 10.5 If the election in Section 10.3 is made with respect to any AMI Addition, if either Party proposes to pursue or conduct any transaction respecting such AMI Addition (each, an “**AMI Transaction**”) with any third party person:
- (a) for such AMI Transaction to proceed, the other Party shall be required to provide its written consent to such AMI Transaction and execute and deliver such agreements and other instruments as may be necessary or advisable with respect to such AMI Transaction, which consent, execution and delivery may be withheld by the other Party for any reason; and
 - (b) if such AMI Transaction is proposed while the Agreement is in force but prior to the Optionee having successfully exercised the First Option, then the Optionee shall be entitled to 50% of all economic benefits resulting from such

AMI Transaction notwithstanding that the Optionee shall not yet have earned, pursuant to this Agreement, a 50% interest in and to the Property or the AMI Addition that is the subject of such AMI Transaction.

10.6 If the other Party does not make the election in Section 10.3 within that period of thirty (30) days, the subject AMI Addition will not form part of the Property and will not be governed by this Agreement, and the Acquiring Party will be solely entitled to all right, title and interest to such AMI Addition.

4. The definitions of “Area of Mutual Interest” and “Acquiring Party” shall be deleted from Section 1.1 of the Agreement, the following shall be added to Section 1.1 of the Agreement:

“**Acquiring Party**” has the meaning ascribed thereto in Section 10.1;

“**AMI Addition**” has the meaning ascribed thereto in Section 10.2;

“**AMI Transaction**” has the meaning ascribed thereto in Section 10.5;

“**Area of Mutual Interest**” has the meaning ascribed thereto in Section 10.1;

and the alphabetical subsections in Section 1.1 shall be re-lettered accordingly.

5. For greater certainty, each of the Optionor and the Optionee acknowledge and agree that: (a) the mineral claims in Wyoming indicated in Schedule “A” as the “CMW Claim” and the “Rush Claims” comprised the Property as of the date of execution of the Agreement; (b) all of the mineral claims in Wyoming indicated in Schedule “A” other than the “CMW Claim” and the “Rush Claims” shall be deemed to be an AMI Addition under the amended Agreement, with the Optionee as the Acquiring Party; (b) the Optionor shall be deemed to have made the election in Section 10.3 of the amended Agreement, as reflected in Section 3 of this Amending Agreement, with respect to such AMI Addition; and (c) such AMI Addition shall be governed as an “AMI Addition” by Article 10 of the amended Agreement, as reflected in Section 3 of this Amending Agreement.

6. Schedule “A” of the Agreement is hereby deleted in its entirety and replaced with Schedule “A” attached to this Amending Agreement.

7. The Agreement as amended hereby, is in all other respects, confirmed and approved.

8. This Amending Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Amending Agreement as of the day and year first mentioned above.

RUSH RARE METALS CORP.

Per: "Peter Smith"
Authorized Signatory

MYRIAD URANIUM CORP.

Per: "Thomas Lamb"
Authorized Signatory

**Schedule “A”
to
Property Option Agreement dated as of October 18, 2023
between Rush Rare Metals Corp. and Myriad Uranium Corp., as amended**

PROPERTY

The Property is comprised of the following mineral claims located in Wyoming, USA:

Name of Claims	Area (m ²)	Area (acres)
CMW	648,122	160
Rush	7,000,378	1,730
Holberg	486,693	120
Knob	3,222,092	796
Midnight	3,236,822	800
Bonanza-Kermac	1,133,003	280
Frank (Diamond X) ⁽¹⁾	1,295,666	320
Total:	17,022,776	4,206

(1) Subject to Mining Lease dated as of April 9, 2024

