

FIRST AMENDING AGREEMENT

THIS FIRST AMENDING AGREEMENT is dated for reference the 9th day of January, 2023.

BETWEEN:

GRAVEL RIDGE RESOURCES LTD., having an office located
at 7462 Line 17, Hensall, Ontario, N0M 1X0

(“**Gravel Ridge**”)

AND:

1544230 ONTARIO INC., on behalf of Perry English, having an
office located at 19 Southview Drive, Brandon, Manitoba, R7B 4H7

(“**1544230**”)

(Gravel Ridge and 1544230 collectively referred to hereinafter as the “**Optionors**”)

AND

FORZA LITHIUM CORP., a body corporate incorporated
pursuant to the laws of the British Columbia and having its registered
and records offices located at 3200 – 650 West Georgia Street,
Vancouver, British Columbia, V6B 4P7

(the “**Optionee**”)

W H E R E A S:

- A. The parties were the original signatories to an option agreement dated March 23, 2022 (the “**Option Agreement**”);
- B. Pursuant to the Option Agreement, the Optionee was granted the right to acquire an 100% undivided interest in the Property (as defined therein) from the Optionor; and
- C. The parties wish to amend the terms of the Option Agreement on the terms and conditions as more particularly hereinafter set forth.

NOW THEREFORE in consideration of the premises, the covenants and agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF ALL PARTIES

1.1 Each party represents and warrants to the other that:

- (a) It has full power and authority to enter into this first amending agreement (the “**First Amending Agreement**”) and for any party which is a corporation, all requisite corporate acts and proceedings have been taken so that it may enter into, execute and deliver this First Amending Agreement;
- (b) Neither the execution and delivery of this First Amending Agreement, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any other agreement to which it is a party; and
- (c) The execution and delivery of this First Amending Agreement will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

2. AMENDMENTS

2.1 Effective immediately from the date hereof, section 4 of the Option Agreement is hereby amended by deleting paragraphs 4(ii), 4(iii) and 4(iv) in their entirety and replacing them with the following:

- “(ii) \$16,000 cash payment and issuance of 400,000 common shares of the Optionee upon the earlier of the date of listing of the Optionee’s shares on the Canadian Securities Exchange (“**CSE Listing Date**”) and September 30, 2023;
- (iii) \$22,000 cash payment on the earlier of the first anniversary of the CSE Listing Date and September 30, 2024; and
- (iv) \$30,000 cash payment on the earlier of the second anniversary of the CSE Listing Date and September 30, 2025.”

2.2 All other terms and conditions of the Option Agreement not in conflict with the above shall remain in full force and effect.

3. GENERAL

3.1 The parties represent and acknowledge each to the other that no party is in default of any terms of the Option Agreement.

3.2 Except as expressly further amended hereby, the Option Agreement is hereby ratified, confirmed and approved.

3.3 This First Amending Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

3.4 This First Amending Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any rule or principle of the conflict of laws that would apply the laws of any other jurisdiction.

3.5 Time shall be of the essence of this First Amending Agreement.

3.6 This First Amending Agreement may be signed and delivered by the parties by fax, e-mail, or any other form of electronic communication, and in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

3.7 Any capitalized words or expressions used herein and not expressly defined, shall have the same meanings as set forth in the Option Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF the parties have executed this First Amending Agreement as of the day, month and year first above written.

GRAVEL RIDGE RESOURCES LTD.

1544230 ONTARIO INC.

Per: "Mike Frymire"
Mike Frymire

Per: "Perry English"
Perry English

FORZA LITHIUM CORP.

Per: "Satvir S. Dhillon"
Satvir S. Dhillon,
President and Chief Executive Officer