

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective May 2, 2023.

AMONG:

QUANTUM BATTERY METALS CORP., a company incorporated under the laws of the Province of British Columbia with an address at 400-837 West Hastings Street, Vancouver, British Columbia, Canada, V6C 3N6.

("QBAT")

AND:

1000333018 Ontario Corp., a company incorporated under the laws of the Province of Ontario with a registered and records office at [REDACTED]

("1000333018")

AND:

THE SHAREHOLDERS OF 1000333018, as listed in Schedule "A" attached hereto

(collectively, the "Vendors")

WHEREAS:

- A. The Vendors are collectively the registered and beneficial owners of the 200 outstanding 1000333018 Shares (as defined herein); and
- B. QBAT wishes to purchase the 200 outstanding 1000333018 Shares from the Vendors in exchange for an aggregate of 5,882,352 QBAT Shares and Warrants (as defined herein), upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 Defined terms – The following terms have the following meanings in this Agreement:

- (a) "**1000333018 Ontario Corp.**" means the current registered owner of the claims;
- (b) "**1000333018**" means 1000333018 Ontario Corp., a Ontario corporation;
- (c) "**1000333018 Shares**" means the common shares in the capital of 1000333018;

- (d) **"Acquisition"** means the acquisition of the 200 outstanding 1000333018 Shares by QBAT in exchange for 5,882,352 QBAT Shares, pursuant to the terms and conditions of this Agreement;
- (e) **"Agreement"** means this share exchange agreement among QBAT, 1000333018 and the Vendors;
- (f) **"Applicable Laws"** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the Parties to this Agreement;
- (g) **"Business Day"** means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada;
- (h) **"Claim"** means any claim, action, damage, loss, liability, cost, charge, expense, payment, or demand of any nature, whether present or future, fixed or unascertained, actual or contingent, and whether at law, in equity, under statute, contract or otherwise;
- (i) **"Closing"** means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (j) **"Closing Date"** means such date as shall be mutually agreed upon in writing by 1000333018 and QBAT;
- (k) **"CSE"** means Canadian Securities Exchange;
- (l) **"Encumbrances"** means any mortgage, claim, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, licence or licence fee, royalty interest (including any future royalty imposed by a Governmental Authority), production payment, restrictive covenant or other encumbrance of any nature, or any agreement to give or create any of the foregoing, excluding the Optionor Royalty;
- (m) **"Environmental Laws"** means all present and future federal, provincial or municipal laws, ordinances, bylaws, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct with respect to, Hazardous Substances;
- (n) **"Governmental Authority"** means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity, and includes but is not limited to health and medical regulatory authorities;
- (o) **"Hazardous Substances"** means all hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammable explosives, chemicals known to cause cancer or reproductive toxicity, emissions, wastes and all other chemicals, materials and substances, the handling, storage, release, transportation, or disposal of which is or becomes prohibited, limited or regulated by any federal, provincial or municipal authority or which, even if not so regulated, is or becomes known to pose a hazard to the health and safety of any person, including, without limitation:

- (i) asbestos;
 - (ii) petroleum and petroleum by-products;
 - (iii) urea formaldehyde foam insulation;
 - (iv) polychlorinated biphenyls;
 - (v) all substances now or hereafter included in the definition of “waste” in the *Environmental Management Act*, SBC 2003 C53, as amended from time to time or in any statute substituted therefore; and
 - (vi) all substances now or hereafter designated as “waste”, “hazardous substances”, “hazardous materials”, “toxic substances” or a similar designation under any federal, provincial or municipal law, regulation, bylaw or ordinance having application to 1000333018 or the Property;
- (p) **“Material Adverse Change”** means, with respect to a Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, financial conditions or prospects of a Party and its subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) conditions affecting the mineral exploration industry, as a whole in Canada, and not specifically relating to the Party and/or its subsidiaries, including changes in laws (including tax laws); (ii) any natural or biological disaster, including an escalation in the severity of the COVID-19 pandemic, where the Parties are located, provided such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies; (iii) any matter which has been communicated in writing to the other Parties as of the date hereof; or (iv) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to in writing by the other Parties;
- (q) **“Material Contract”** means any material contract, commitment, agreement (written or oral), joint venture instrument, lease or other document to which 1000333018 is a party or by which any of their property or assets are bound;
- (r) **“Mineral Products”** means all Precious Metals or all Non-precious Metals;
- (s) **“Non-precious Metals”** means all base metals and minerals, all non-metallic minerals including diamonds, all industrial minerals and all ores, concentrates, beneficiated products, and solutions containing any of the afore mentioned metals or minerals, and all forms in which such metals or minerals may occur, be found, extracted or produced on, in or under the Property;
- (t) **“Operations”** means all activities carried out in connection with the prospecting, exploring, evaluation, development, and mining of Mineral Products, including, without limitation, prospecting, exploration, the development of a mine, the mining, extraction, treatment, storage and processing of Mineral Products, distribution of Mineral Products, the acquisition and relinquishment of properties or the construction of any improvements, fixtures or equipment reasonably necessary therefore, and any other

activities or operations related to or necessary for exploration, development, and mining of Mineral Products on, in or under the Property;

- (u) **"NSR Royalty"** means the 3% Net Smelter Returns royalty which is currently in effect;
- (v) **"Parties"** means each of QBAT, 1000333018 and the Vendors and **"Party"** means each one of them, as applicable;
- (w) **"Person"** means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (x) **"Precious Metals"** means gold, silver, platinum, palladium, lithium, osmium, rhodium, ruthenium and iridium, all minerals containing such metals and all ores, concentrates, beneficiated products, and solutions containing any of the afore mentioned metals and all forms in which such metals may occur, be found, extracted or produced on, in or under the Property;
- (y) **"Property"** means the those twenty-six (26) mining claims comprising the Hook's Harbour Project under license #033486M, as more particularly described in Schedule "B" to this Agreement, together with the surface access rights, mineral rights, mineral exploration data and permits associated therewith and shall include any renewal thereof and any other form of successor or substitute title thereto;
- (z) **"QBAT"** means Quantum Battery Metals Corp., a British Columbia corporation;
- (aa) **"QBAT Disclosure Record"** means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by Applicable Laws to be filed by or on behalf of QBAT on SEDAR prior to the date of this Agreement
- (bb) **"QBAT Shares and warrants"** means the common shares and warrants in the capital of QBAT;
- (cc) **"Securities Authority"** means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada;
- (dd) **"Securities Laws"** means the *Securities Act* (British Columbia) and any other applicable provincial securities law, together with the rules and regulations published under such laws;
- (ee) **"Time of Closing"** means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as QBAT and 1000333018 may agree upon in writing;
- (ff) **"Vendors"** means the Persons listed in Schedule "A" attached hereto;
- (gg) **"VIAC"** means the Vancouver International Arbitration Centre and includes any entity which replaces the VIAC or which substantially succeeds its powers or functions.

1.2 **Schedules** – The following schedule attached hereto constitutes a part of this Agreement:

Schedule "A" – List of Vendors

Schedule "B" – Property Description

1.3 **Headings** – The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation** – Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

1.5 **Knowledge** – Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

2. **PURCHASE AND SALE**

2.1 **Agreement** – Subject to the terms and conditions of this Agreement:

- (a) on the Closing Date, each of the Vendors hereby agrees to sell, assign and transfer to QBAT all (and not less than all) of the 1000333018 Shares owned by such Vendors as set forth in Schedule "A", and QBAT agrees to purchase all (and not less than all) of the 1000333018 Shares from each of the Vendors in exchange for the issuance of an aggregate of 5,882,352 QBAT Shares, at a deemed issue price of \$0.40 per QBAT Share, to the Vendors as set forth in Schedule "A", subject to adjustment in the event of any stock splits, consolidations, stock dividends or other events affecting the outstanding QBAT Shares or 1000333018 Shares occurring prior to the Closing Date; and
- (b) if a Vendor appears to be entitled to a fractional QBAT Share, the Vendor's entitlement will be rounded down to the nearest whole number of QBAT Shares.

2.2 **Acknowledgements of the Vendors** – Each of the Vendors hereby acknowledges and agrees with QBAT as follows:

- (a) the transfer of the 1000333018 Shares and the issuance of QBAT Shares and warrants will be made pursuant to applicable exemptions from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Applicable Laws;
- (b) the Vendor is knowledgeable of, or has been independently advised as to, the Applicable Laws of their jurisdiction of residence which apply to the sale of the QBAT Shares and the issuance of QBAT Shares and warrants and which may impose restrictions on the resale of such QBAT Shares warrants in that jurisdiction and it is the responsibility of the Vendor to find out what those trade restrictions are, and to comply with such restrictions before selling its QBAT Shares; and

- (c) the certificates for QBAT Shares may bear a legend or legends respecting restrictions on transfers as required under Applicable Laws and that such Vendor has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions.

3. COVENANTS AND AGREEMENTS

3.1 **Given by QBAT** – QBAT covenants and agrees with 1000333018 and the Vendors that QBAT will:

- (a) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of QBAT of its obligations under this Agreement; and
- (b) issue the QBAT Shares pursuant to Section 2.16 (*Take-over bid and issuer bid*) of National Instrument 45-106 – Prospectus Exemptions.

3.2 **Given by 1000333018** – 1000333018 covenants and agrees with QBAT that 1000333018 will:

- (a) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of 1000333018 of its obligations under this Agreement; and
- (b) maintain the Claims of the Property are in good standing.

4. CONDITIONS PRECEDENT

4.1 **In favour of all Parties** – The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

- (a) this Agreement shall not have been terminated in accordance with its terms;
- (b) QBAT shall have completed such filings with, and received such approvals from, the CSE and the board of directors of QBAT as are necessary in connection with completion of the Acquisition;
- (c) there shall have been obtained the written consents or approvals of any Governmental Authority or persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied; and
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement.

4.2 **In favour of QBAT** – QBAT's obligations under this Agreement are subject to the fulfilment of the following conditions at or prior to the Closing:

- (a) 1000333018 having not more than 1,000,000 1000333018 Shares issued and outstanding on the Closing Date;

- (b) the Vendors and the 1000333018 board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by 1000333018, as contemplated hereunder;
- (c) 1000333018 and each of the Vendors shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement;
- (d) the representations and warranties contained in this Agreement of 1000333018 and each of the Vendors being true in all material respects (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (e) all documents necessary to complete the transfer of all legal and beneficial ownership of all (and not less than all) 1000333018 Shares shall have been delivered at the Closing;
- (f) there shall be no Material Adverse Change in the business, financial condition, prospects, assets or operations of 1000333018.

The conditions precedent set forth above are for the exclusive benefit of QBAT and may be waived by it in whole or in part on or before the Time of Closing.

4.3 In favour of 1000333018 – The obligations of 1000333018 and the Vendors under this Agreement are subject to the fulfilment of the following conditions:

- (a) QBAT shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;
- (b) the QBAT board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by QBAT, as contemplated hereunder;
- (c) the representations and warranties of QBAT contained in this Agreement being true in all material respects (with modifications necessary to reflect the transactions contemplated by this Agreement); and
- (d) there shall be no Material Adverse Change in the business, financial condition, prospects, assets or operations of QBAT.

The conditions precedent set forth above are for the exclusive benefit of 1000333018 and the Vendors and may be waived by 1000333018 (on its own behalf and on behalf of the Vendors) in whole or in part on or before the Time of Closing.

4.4 Tax Election – It is intended that the transactions contemplated by this Agreement will generally constitute a transaction that the Vendors who are Canadian Residents may elect to treat on a tax deferral basis pursuant to Section 85.1 of the Income Tax Act (Canada) (the “**Tax Act**”) by treating the transaction as a rollover in his or her income tax return for the year in which the exchange occurred by not including in income any portion of the gain or loss which would otherwise have arisen on such Vendor’s exchanged 1000333018 Shares. QBAT shall not take any action that would interfere with any Canadian Resident Vendor’s ability to make the aforementioned election pursuant to Section 85.1 of the Tax Act.

Notwithstanding the foregoing paragraph, QBAT agrees that, at the request and expense of any Vendor, it shall sign and execute a Form T2057 prepared by said Vendor for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer. It shall be the responsibility of the Vendor making the request to prepare and file the Form T2057 with the Canada Revenue Agency. QBAT shall not be liable for any damages arising to a Vendor for a late filing of a Form T2057 or any errors or omissions on a Form T2057.

Notwithstanding anything contained in this Agreement, QBAT does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by the Vendors including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by a Vendor to QBAT of the 1000333018 Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Concerning QBAT** – In order to induce 1000333018 and the Vendors to enter into this Agreement and complete their respective obligations hereunder, QBAT represents and warrants to and covenants with 1000333018 and the Vendors as follows:

- (a) **Incorporation and Qualification** – QBAT is a corporation incorporated and existing under the laws of the Province of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of QBAT and is enforceable against QBAT in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of QBAT and is enforceable against QBAT in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (c) **Corporate Authority** – The execution, delivery and performance by QBAT of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of QBAT;
- (d) **Authorized and Issued Capital** – QBAT is authorized to issue an unlimited number of common shares, of which 24,548,707 common shares are validly issued and outstanding, as fully paid and non-assessable shares as of the Closing Date;
- (e) **Additional Securities** – As at the date hereof, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of QBAT or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right (whether or not on condition(s)) for the purchase or any other acquisition of any unissued securities of QBAT except 2,280,000 common share purchase warrants.

- (f) **QBAT Disclosure Record** – All documents and instruments comprising the QBAT Disclosure Record have been filed on a timely basis with the applicable securities authorities pursuant to applicable Securities Laws and the rules and policies of the CSE, except where failure to do so would not have a material adverse effect on QBAT. Each of the documents and instruments comprising the QBAT Disclosure Record, at the time of its filing, complied in all material respects with the applicable requirements of securities laws and the rules and policies of the CSE. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the documents and instruments constituting the QBAT Disclosure Record did not contain any material misrepresentation. To the knowledge of QBAT, the QBAT Disclosure Record (other than confidential treatment requests) is not the subject of ongoing review, comment or investigation by any Governmental Authority or the CSE. QBAT has not filed any confidential material change report or equivalent which at the date of this Agreement remains confidential.
- (g) **Compliance with Laws** – QBAT is conducting its business in compliance in all material respects with all Applicable Laws of Canada.
- (h) **No Breach of Laws** – To the best knowledge of QBAT, QBAT is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (i) **No Shareholder Approval** – The Acquisition does not require the approval of the shareholders of QBAT.
- (j) **Compliance with Material Contracts** – QBAT is in good standing in respect of all of its material obligations due and owing in respect of all of its Material Contracts.
- (k) **Reporting Issuer** – QBAT is a reporting issuer under applicable Securities Laws in the Provinces of British Columbia, Alberta and Ontario. The QBAT Shares are listed and posted for trading on CSE. QBAT is not in default of any material requirements of any Securities Laws or the rules and regulations of the CSE. As of the date of this Agreement, QBAT has not taken any action to cease to be a reporting issuer in any province or territory of Canada nor has QBAT received notification from any Securities Authority to revoke the reporting issuer status of QBAT. As of the date of this Agreement, no delisting, suspension of trading or cease trade or other restriction with respect to any securities of QBAT is pending or, to the knowledge of QBAT, threatened.
- (l) **Absence of Undisclosed Liabilities** – There are no liabilities or obligations of QBAT of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in QBAT's audited consolidated financial statements as at January 31, 2022; (ii) incurred in the ordinary course of business since May 1, 2023; (iii) incurred in connection with this Agreement; or (iv) that would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Change in respect of QBAT.
- (m) **Absence of Certain Changes or Events** – Since May 1, 2023, other than the transactions contemplated in this Agreement, the business of QBAT has been conducted only in the ordinary course of business and there has not occurred a Material Adverse Change in respect of QBAT.

- (n) **No Conflict** – The making of this Agreement and the completion of the Closing does not and will not:
- A. conflict with or result in a breach of or violate any of the terms, conditions, or provisions of the constating documents of QBAT;
 - B. conflict with or result in a breach of or violate any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority, domestic or foreign, to which QBAT is subject, or constitute or result in a default under any agreement, contract or commitment to which QBAT is a party;
 - C. give to any person any remedy, cause of action, right of termination, cancellation or acceleration in or with respect to any agreement, contract, or commitment to which QBAT is a party; or
 - D. give to any government or governmental authority, including any governmental department, commission, bureau, board, or administrative agency any right of termination, cancellation, or suspension of, or constitute a breach of or result in a default under any permit, license, control, or authority issued to QBAT and which is necessary or desirable in connection with the conduct and operation of its business and the ownership, leasing or use of its assets.

5.2 **Concerning 1000333018** – In order to induce QBAT to enter into this Agreement and complete its obligations hereunder, 1000333018 represents and warrants to and covenants with QBAT as follows:

- (a) **Incorporation and Qualification** – 1000333018 is a corporation incorporated and existing under the laws of Ontario and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of 1000333018 and is enforceable against 1000333018 in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of 1000333018 and is enforceable against 1000333018 in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (c) **Required Approvals** – There is no requirement to obtain any third-party consent or approval as a condition to the lawful completion by 1000333018 of the transactions contemplated by this Agreement;

- (d) **Corporate Authority** – The execution, delivery and performance by 1000333018 of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of 1000333018;
- (e) **Authorized and Issued Capital** – The authorized capital of 1000333018 consists of an unlimited number of common shares, of which 1,000,000 common shares are validly issued and outstanding as fully paid and non-assessable shares. A true and complete list of the Vendors, their names, addresses and holdings of 1000333018 Shares is set out in Schedule "A";
- (f) **1000333018 Securities** – 1000333018 has no outstanding debt, equity or convertible securities in the capital of 1000333018, including incentive stock options and warrants;
- (g) **Dividends** – 1000333018 has not declared or paid any dividends or distributed any of 1000333018's properties or assets;
- (h) **Liabilities** – 1000333018 has no outstanding liabilities or indebtedness, and has not borrowed money or incurred any indebtedness for money borrowed, except liabilities or indebtedness incurred in the ordinary course;
- (i) **No Other Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the 1000333018 Shares;
- (j) **Compliance with Laws** – To the best of its knowledge, 1000333018 has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on;
- (k) **Compliance with Material Contracts** – 1000333018 is in good standing in respect of all of its material obligations due and owing in respect of all of its Material Contracts;
- (l) **Mineral Property** –
 - (i) 1000333018 is the beneficial owner of the Property;
 - (ii) 1000333018 is entitled all benefits, rights and privileges thereunder;
 - (iii) 1000333018 is not in material default or material and there exists no state of facts which after notice or the passage of time, or both, would constitute such a default or breach;
 - (iv) none of the rights are co-owned by 1000333018 with one or more third parties;
 - (v) the mineral claims comprising the Property have been duly registered under the Applicable Laws of Newfoundland, are in good standing and confer upon the vendor exclusive prospecting rights to the Property and the exclusive right to explore the Property;

- (vi) all evidence of payment of applicable governmental fees, and other filings required to maintain the Property in good standing have been properly and timely recorded or filed with appropriate Governmental Authority;
 - (vii) all filings, payments and recordings required to be made with any Governmental Authority to maintain the Property in good standing have been made and all work requirements to be met to maintain the Property in good standing have been met and, to the best of 1000333018's knowledge, no default has been alleged in respect thereto;
 - (viii) the Property is free and clear of any Encumbrances;
 - (ix) there is no adverse Claim or challenge against or to the ownership of or title to the Property, or any portion thereof, nor to the knowledge of 1000333018, is there any basis therefor and there are no outstanding agreements or options to acquire or purchase all or any part of the Property or any interest therein and no person has any royalty or interest whatsoever in production or profits from all or any portion of the Property, excluding the NSR Royalty;
 - (x) to the knowledge of 1000333018, no Hazardous Substances or other materials used in or generated by the use of the Property have been or are currently placed, used, stored, treated, manufactured, disposed of, released, discharged, spilled or emitted on or from the Property in violation of any Environmental Laws or in a manner that may result in any environmental liability under any applicable Environmental Laws and 1000333018 has not received, nor is it aware of any pending or threatened, notice of non-compliance with any environmental law;
 - (xi) all previous work done by 1000333018, or any affiliates or any parties authorized by 1000333018, or any affiliates has been in accordance with Applicable Laws and Environmental Laws and sound mining, environmental and business practices;
 - (xii) during the period that Original Stakeholder has been the owner of the Property, all activities on, in or under the Property have been carried out, in all material respects, in accordance with all applicable Environmental Laws and there are no environmental conditions existing on, in or under the Property in respect of which any remedial action is required or any liability has or may be imposed under applicable Environmental Laws; and
 - (xiii) it has not received from any Governmental Authority any notice of, or communication relating to, any actual or alleged investigation or administrative or judicial proceeding concerning the violation of any Environmental Laws, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any Operations carried out on the Property;
- (m) **No Conflict** – The making of this Agreement and the completion of the Closing does not and will not:

- (i) conflict with or result in a breach of or violate any of the terms, conditions, or provisions of the constating documents of 1000333018;
 - (ii) conflict with or result in a breach of or violate any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority, domestic or foreign, to which the Property or 1000333018 is subject, or constitute or result in a default under any agreement, contract or commitment involving the Property or to which 1000333018 is a party;
 - (iii) give to any person any remedy, cause of action, right of termination, cancellation or acceleration in or with respect to any agreement, contract, or commitment concerning the Property or to which 1000333018 is a party; or
 - (iv) give to any government or governmental authority, including any governmental department, commission, bureau, board, or administrative agency any right of termination, cancellation, or suspension of, or constitute a breach of or result in a default under any permit, license, control, or authority issued to 1000333018 and which is necessary or desirable in connection with the conduct and operation of its business and the ownership, leasing or use of the Property or its assets;
- (n) **Litigation** – There is no basis for and there are no actions, suits, judgements, investigations or proceedings outstanding or pending or threatened against or affecting the Property or 1000333018 at law or in equity or before or by any court or federal, provincial, state, municipal or other governmental authority, department, commission, board, tribunal, bureau or agency and 1000333018 is not a party to or threatened with, nor is the Property the subject of, any litigation;
- (o) **Licenses and Permits** – 1000333018 holds all licences and permits required for the conduct of its business in the ordinary course and for the uses to which the Property and its assets have been or may be put, and all such licences and permits are in good standing and the conduct and uses of the same by it are in compliance with all laws, zoning and other bylaws, building and other restrictions, rules, regulations and ordinances applicable to it, and neither the execution and delivery of this Agreement nor the completion of the purchase and sale hereby contemplated will give any person the right to terminate or cancel the said licences or permits or affect such compliance;
- (p) **Shareholder and Other Loans** – There are no loans, debts or other liabilities owing to any of the Vendors or to 1000333018's current or former directors, officers, employees or any part related thereto or any other Person with whom 1000333018 does not deal with at arm-length;
- (q) **Taxes** – 1000333018 has: (i) filed all federal and provincial tax returns which are required to be filed, and has paid all taxes (including quarterly installments due in the current fiscal year) required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts payable to any governmental entity, to the extent that any of the foregoing is due and payable; (ii) has provided adequate reserves for all taxes for each period for which tax returns are not yet required to be filed; and (iii) there are

no waivers or other arrangements providing for an extension of time for the filing of any tax return, or payment of any tax, government charge or deficiency by 1000333018;

- (r) **Books and Records** – The books and records of 1000333018 fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles: (i) the financial position of 1000333018 and all material financial transactions of 1000333018 relating to the Business have been accurately recorded in such books and records; and (ii) all assets and undertakings of 1000333018, all material liabilities and material financial transactions of 1000333018;
- (s) **No Breach of Laws** – To the best knowledge of 1000333018, 1000333018 is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever; and
- (t) **Not a Reporting Issuer, No Published Market** – 1000333018 is not a reporting issuer in any jurisdiction and there is no published market for the 1000333018 Shares.

5.3 **Concerning the Vendors** – In order to induce QBAT to enter into this Agreement and complete its obligations hereunder, each of the Vendors, acting severally and not jointly and only in respect of the 1000333018 Shares held by such Vendor, represents and warrants to QBAT that:

- (a) **Qualification** – If the Vendor is an individual, he or she is of legal age and is legally competent to enter into and perform his obligations under this Agreement. If the Vendor is a corporation, it is a corporation incorporated and validly existing under the jurisdiction of its incorporation and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement;
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of the Vendor and is enforceable against such Vendor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws;
- (c) **Title to 1000333018 Shares** –
 - (i) such Vendor is the legal and, unless otherwise indicated in Schedule "A", beneficial owner of the 1000333018 Shares, registered in its name as set out in Schedule "A", with good title, free and clear of all liens, charges, Encumbrances and resale restriction; and
 - (ii) on Closing, QBAT will have good and valid title to such 1000333018 Shares free and clear of all liens, charges, Encumbrances and resale restrictions;
- (d) **No Other Agreements to Purchase** – Except for QBAT's rights under this Agreement, there is no option, agreement or other right capable of becoming such to acquire from such Vendor any of the 1000333018 Shares; and
- (e) **Tax Matters** – Such Vendor is not a non-resident of Canada within the meaning of the Tax Act.

5.4 **Survival**

- (a) The representations and warranties made by the Parties under this Part 5 are true and correct as of the date of this Agreement and shall be true and correct at the Time of Closing as though they were made at that time.
- (b) Should any of the representations and warranties made by any Vendor in Section 5.3 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, QBAT shall be entitled, for a period of two years following the Closing, to seek remedy against such Vendor for any such misrepresentation or breach of warranty. Notwithstanding the foregoing, should any of the representations and warranties made by any Vendor in Sections 5.3(c) or 5.3(d) not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, subject to any limitation periods applicable under Applicable Laws, QBAT will be entitled, for an indefinite period following the Closing, to seek remedy against such Vendor for any such misrepresentation or breach of warranty.
- (c) Should any of the representations and warranties made by 1000333018 in Section 5.2 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, QBAT shall be entitled, for a period of two years following the Closing, to seek remedy against 1000333018 for any such misrepresentation or breach of warranty.
- (d) Should any of the representations and warranties made by QBAT in Section 5.1 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, each Vendor shall be entitled, for a period of two years following the Closing, to seek remedy against QBAT for any such misrepresentation or breach of warranty.
- (e) Except as otherwise provided in Section 5.4 after the expiration of such two-year period, no Party or Parties shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such two-year period. All other representations and warranties made by the Parties under this Part 5 shall terminate and be of no further force or effect immediately after the Time of Closing.

5.5 **No Limit on Rights** – The Parties each acknowledge and agree that a Party's investigations shall in no way limit or otherwise adversely affect that Party's rights under the representations and warranties given to it by any other Party or Parties under this Agreement.

6. **CLOSING**

6.1 **Closing** – The Closing shall take place electronically at the Time of Closing, or at such other place upon which QBAT, 1000333018 and the Vendors may agree upon in writing.

6.2 **Deliveries by 1000333018 and the Vendors** – At the Closing, 1000333018 shall deliver to QBAT the following documents:

- (a) a certified true copy of the resolutions of the 1000333018 board of directors evidencing that the board of directors have approved this Agreement, the Acquisition and all of the transactions of 1000333018 and the Vendors contemplated hereunder;
- (b) a certificate or notice of uncertificated shares representing registration of the 1000333018 Shares in the name of QBAT or otherwise as directed by QBAT;
- (c) the minute book of 1000333018, together with account details for the British Columbia Corporate Registry;
- (d) a stock power of attorney executed by the Vendors in respect of the transfer of the 1000333018 Shares to QBAT;
- (e) resignations of all directors and officers of 1000333018; and
- (f) such other materials or documents that are, in the opinion of QBAT acting reasonably, required to be delivered by 1000333018 and the Vendors in order to meet their obligations under this Agreement.

6.3 Deliveries by QBAT – At the Time of Closing on the Closing Date, QBAT shall deliver to 1000333018, on its own behalf and on behalf of the Vendors:

- (a) certified true copies of the resolutions of the board of directors of QBAT evidencing the approval of this Agreement and all of the transactions of QBAT contemplated hereunder;
- (b) proof of the issuance of the shares certificates or DRS statements representing the 5,882,352 QBAT Shares referred to in Section 2.1(a), registered in the respective names of the Vendors as set forth in Schedule "A"; and
- (c) such other materials or documents that are, in the opinion of 1000333018 acting reasonably, required to be delivered by QBAT in order to meet its obligations under this Agreement.

7. PUBLIC DISCLOSURE

7.1 Restrictions on disclosure – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of QBAT and 1000333018 as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with QBAT and 1000333018, such disclosure as its counsel advises is required by Applicable Laws or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

7.2 Confidentiality – Except with the prior written consent of QBAT and 1000333018, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of QBAT and 1000333018 or any of the Vendors in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable

Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the Party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

7.3 Personal Information – Each of the Vendors hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that 1000333018 and QBAT, as applicable, are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Vendor for the purposes of completing this Agreement and the transactions contemplated hereby. Each Vendor acknowledges and consents to 1000333018 and QBAT, as applicable, retaining such personal information for as long as permitted or required by law or business practices. Each Vendor further acknowledges and consents to the fact that 1000333018 and QBAT, as applicable, may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the Vendors in this Agreement and each Vendor further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

8. GENERAL

8.1 Time – Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

8.2 Entire agreement – This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

8.3 Further assurances – The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

8.4 Amendments – No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by QBAT and 1000333018.

8.5 Notices – Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mailed by prepaid registered post to the Parties at their following respective addresses:

- (a) to 1000333018 or the Vendors:

1000333018 Ontario Corp.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) to QBAT:

Quantum Battery Metals Corp.
400-837 West Hastings Street
Vancouver, British Columbia, Canada, V6C 3N6
Attention: [REDACTED]
Email: info@quantumbatterymetals.com

with a copy to (which shall not constitute notice hereunder):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or e-mailed shall be deemed to have been given and received on the Business Day next following the date of delivery or e-mailing, as the case may be.

8.6 Expenses – Each Party shall be responsible for the payment of its own costs and expenses, including legal fees and disbursements, incurred by it in connection with the negotiation and execution of this Agreement.

8.7 Assignment – This Agreement may not be assigned by any Party hereto without the prior written consent of QBAT and 1000333018.

8.8 Dispute Resolution – Any dispute, controversy or claim arising out of or relating to this Agreement or the reach, termination or invalidating thereof, shall be settled by arbitration of a single arbitrator in accordance with the then current domestic commercial arbitration rules of the VIAC.

8.9 Governing law – This Agreement shall be subject to, governed by, and construed in accordance with 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 British Columbia.

8.10 Counterparts – This Agreement may be executed in counterpart and by e-mail or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

8.11 Severability – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will

not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

8.12 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

8.13 **Independent Legal Advice** – Each of the Parties, respectively, acknowledges, confirms and agrees, in favour of each of the other Parties, that he, she or it had the opportunity to seek and was not prevented nor discouraged by any Party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that he, she or it did not avail himself, herself or itself with that opportunity prior to signing this Agreement, he, she or it did so voluntarily without any undue pressure and agrees that his, her or its failure to obtain independent legal advice shall not be used by him, her or it as a defence to the enforcement of his, her or its obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

QU

Na
Titl

1000333018 and the Vendors

1000333018 ONTARIO CORP.

Name

Title: Director

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

Q

N

Ti

1000333018 and the Vendors

1000333018 ONTARIO CORP.

Name:

Title: Director

SCHEDULE "A"
LIST OF HOLDERS OF 1000333018 SHARES

Name and Address of Vendor	Number of 1000333018 Shares Owned	Current Percentage Ownership	Projected Number of QBAT Shares and warrants to be issued
██████████ ████████████████████ ████████████████	100	50.0%	2,941,176
██████████ ████████████████ ████████████████	100	50.0%	2,941,176
TOTAL:	200	100%	5,882,352

Issuance of QBAT Warrants – Warrants will be Priced at \$0.05 per warrant with an expiry date of 24 months from the date of issuance.

SCHEDULE "B"
DESCRIPTION OF PROPERTY

Claim Name	# Claims	Tenure Status	Area (ha)	NTS	Maintenance
Hook's Harbour	26	Active	650.00	01N13	MAINTAIN