

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the 5th day of September, 2024.

BETWEEN:

CRUZ BATTERY METALS CORP., a corporation existing under the *Business Corporations Act* (British Columbia)

("Cruz")

AND:

MAKENITA RESOURCES INC., a corporation existing under the *Business Corporations Act* (British Columbia)

("Makenita")

WHEREAS:

- A. Cruz and Makenita wish to implement a corporate restructuring by way of a statutory arrangement;
- B. Prior to the Effective Time of the Arrangement, Cruz will have sold and transferred its interest in certain mineral claims comprising the Property to Makenita, and issued the Makenita Spinout Shares to Cruz, all upon and subject to the terms and conditions set forth in a conveyance agreement;
- C. Cruz and Makenita wish to proceed with a corporate restructuring by way of a statutory arrangement under Part 9, Division 5 of the BCBCA, pursuant to which Cruz and Makenita will participate in a series of transactions whereby, among other things, Cruz will distribute the Makenita Spinout Shares such that the holders of Cruz Common Shares (other than Dissenting Shareholders) will become the holders of the Makenita Spinout Shares;
- D. Cruz proposes to convene a meeting of the Cruz Shareholders to consider the Arrangement pursuant to Part 9, Division 5 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement; and
- E. Each of the parties to this Agreement has agreed to participate in and support the Arrangement.

NOW THEREFORE, in consideration of the premises and the respective 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 hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS, INTERPRETATION AND EXHIBIT

1.1 **Definitions.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) "**Agreement**" means this arrangement agreement, including the exhibits attached hereto, as the same may be supplemented or amended from time to time;
- (b) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA;

- (c) **“Arrangement Resolution”** means the special resolution of the Cruz Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA in the form attached as Schedule “A” to the Plan of Arrangement;
- (d) **“Arrangement”** means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement;
- (e) **“Authority”** means any: (i) multinational, federal, provincial, state, municipal, local or foreign governmental or public department, court or commission, domestic or foreign; (ii) subdivision or authority of any of the foregoing; or (iii) quasi-governmental or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above;
- (f) **“BCBCA”** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (g) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (h) **“Constating Documents”** means, in respect of Cruz and Makenita, the Articles and related Notice of Articles under the BCBCA;
- (i) **“Court”** means the British Columbia Supreme Court;
- (j) **“Cruz”** means Cruz Battery Metals Corp., a corporation incorporated pursuant to the laws of the Province of British Columbia;
- (k) **“Cruz Board”** means the board of directors of Cruz;
- (l) **“Cruz Class A Shares”** means the renamed and redesignated Cruz Shares as described in §3.1(b)(i) of the Plan of Arrangement;
- (m) **“Cruz Meeting”** means the special meeting of the Cruz Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (n) **“Cruz Options”** means stock options to acquire Cruz Shares, including stock options under the terms of which are deemed exercisable for Cruz Shares, that are outstanding immediately prior to the Effective Time;
- (o) **“Cruz Replacement Option”** means a stock option to acquire a New Cruz Share to be issued by Cruz to a holder of a Cruz Option pursuant to §3.1(c) of the Plan of Arrangement;
- (p) **“Cruz Replacement RSU”** means a restricted share unit to be issued to a holder of a Cruz RSU pursuant to Section 3.1(f) of the Plan of Arrangement;
- (q) **“Cruz RSUs”** means the outstanding restricted share units issued pursuant to Cruz’s equity incentive plan;
- (r) **“Cruz Shareholder”** means a holder of Cruz Shares;
- (s) **“Cruz Shares”** means the common shares without par value which Cruz is authorized to issue as the same are constituted on the date hereof;

- (t) **“Cruz Warrants”** means the share purchase warrants of Cruz exercisable to acquire Cruz Shares, including warrants under the terms of which are deemed exercisable for Cruz Shares, that are outstanding immediately prior to the Effective Time;
- (u) **“CSE”** means the Canadian Securities Exchange, operated by CNSX Inc.;
- (v) **“Dissent Procedures”** means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of the Plan of Arrangement;
- (w) **“Dissent Rights”** means the right of a registered Cruz Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the BCBCA, as modified by the Interim Order, and to be paid the fair value of the Cruz Shares in respect of which the holder dissents;
- (x) **“Dissenting Shareholder”** means a registered holder of Cruz Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (y) **“Effective Date”** means the date that the Arrangement is effective under the BCBCA as endorsed by the Certificate of Arrangement;
- (z) **“Effective Time”** means 12:01 a.m. (British Columbia time) on the Effective Date or such other time on the Effective Date as agreed to in writing by Makenita and Cruz;
- (aa) **“Final Order”** means the final order of the Court pursuant to Section 291 of the BCBCA, approving the Arrangement, in form and substance acceptable to both Cruz and Makenita, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Cruz and Makenita, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to Makenita);
- (bb) **“In the Money Amount”** at a particular time with respect to a Cruz Option, Cruz Replacement Option or Makenita Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;
- (cc) **“Information Circular”** means the management information circular of Cruz, including all schedules thereto, to be sent to the Cruz Shareholders in connection with the Cruz Meeting, together with any amendments or supplements thereto;
- (dd) **“Interim Order”** means the interim order of the Court providing advice and directions in connection with the Cruz Meeting and the Arrangement;
- (ee) **“Laws”** means all laws, by-laws, statutes, rules, regulations, principles of law, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Authority, to the extent of the foregoing have the force of law, and the term “applicable” with respect to such laws and in a context that refers to one or more parties, means such laws as are applicable to such party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the party or parties or its or their business, undertaking, property or securities;

- (ff) **“Makenita”** means Makenita Resources Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;
- (gg) **“Makenita Board”** means the board of directors of Makenita;
- (hh) **“Makenita Financing”** means a private placement by Makenita of Makenita securities to raise gross proceeds of approximately \$500,000, or such other amount as the Makenita Board may determine, on terms acceptable to Makenita, in order to allow Makenita to satisfy the initial listing requirements of the CSE;
- (ii) **“Makenita Options”** means share purchase options issued pursuant to the Makenita Equity Incentive Plan, including the Makenita Options pursuant to §3.1(c) of the Plan of Arrangement;
- (jj) **“Makenita RSU”** means restricted share units governed pursuant to the Makenita Equity Incentive Plan;
- (kk) **“Makenita Shares”** means the common shares without par value which Makenita is authorized to issue as the same are constituted on the date hereof;
- (ll) **“Makenita Spinout Shares”** means the 16,787,997 Makenita Shares (or such other amount determined by the Makenita Board) issued or to be issued to Cruz prior to the Effective Time to complete the acquisition of the Property and certain related assets, such shares to be distributed to the Cruz Shareholders pursuant to the Plan of Arrangement;
- (mm) **“Makenita Equity Incentive Plan”** means the equity incentive plan to be adopted by Makenita pursuant to Section 4.3 of this Agreement, in substantially similar terms as the equity incentive plan in respect of Cruz and may otherwise be modified, amended or restated as more particularly described in the Information Circular;
- (nn) **“New Cruz Shares”** means the new class of voting common shares without par value which Cruz will create and issue as described in §3.1(b)(ii) of the Plan of Arrangement and for which the Cruz Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Cruz Shares;
- (oo) **“party”** means either Cruz or Makenita and **“parties”** means, together, Cruz and Makenita;
- (pp) **“Person”** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (qq) **“Plan of Arrangement”** means the plan of arrangement attached to this Agreement as Exhibit I, as the same may be amended from time to time;
- (rr) **“Registrar”** means the Registrar of Companies under the BCBCA;
- (ss) **“Property”** means the Hector Silver-Cobalt property comprising 126 contiguous unpatented mineral claims totaling 2,243 hectares in the Larder Lake Mining Division located near Cobalt, Ontario;
- (tt) **“Tax Act”** means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended; and

(uu) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

1.2 **Currency.** All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 **Interpretation Not Affected by Headings.** The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 **Number and Gender.** In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.5 **Date for any Action.** In the event that any date on which any action is required to be taken hereunder by Cruz or Makenita is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 **Meaning.** Words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.7 **Exhibits.** Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit I is the Plan of Arrangement.

ARTICLE 2 ARRANGEMENT

2.1 **Arrangement.** The parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 **Effective Date of Arrangement.** The Arrangement shall become effective on the Effective Date as set out in the Plan of Arrangement.

2.3 **Commitment to Effect.** Subject to termination of this Agreement pursuant to Article 6 hereof, the parties shall each use all commercially reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than December 31, 2024, or by such other date as the parties may determine, and in conjunction therewith to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties shall proceed forthwith to apply for the Interim Order and Cruz shall call the Cruz Meeting and mail the Information Circular to the Cruz Shareholders.

2.4 **Filing of Final Order.** Subject to the rights of termination contained in Article 6 hereof, upon the Cruz Shareholders approving the Arrangement Resolution in accordance with the provisions of the Interim Order and the BCBCA, Cruz obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Cruz on its behalf and on behalf of Makenita shall file with the Registrar:

- (a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and
- (b) a copy of the Final Order.

2.5 **U.S. Securities Law Matters.** The parties agree that the Arrangement will be carried out with the intention that the New Cruz Shares and Makenita Shares, the Cruz Replacement Options and Makenita Options, the Cruz Replacement RSUs and the Makenita RSUs, and the modified Cruz Warrants delivered or deemed to be delivered upon completion of the Arrangement to Cruz Shareholders, holders of Cruz Options, Cruz RSUs and Cruz Warrants will be issued by Cruz and Makenita in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, the parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement;
- (b) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the Parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act;
- (c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the Cruz Shareholders, holders of Cruz Options, Cruz RSUs and Cruz Warrants subject to the Arrangement;
- (d) Cruz will ensure that each Cruz Shareholder, holder of Cruz Options, Cruz RSUs and Cruz Warrants entitled to receive New Cruz Shares and Makenita Shares, Cruz Replacement Options and Makenita Options, Cruz Replacement RSUs and Makenita RSUs or modified Cruz Warrants on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (e) the Cruz Shareholders, holders of Cruz Options, Cruz RSUs and Cruz Warrants entitled to receive such securities on completion of the Arrangement will be advised that such securities issued in the Arrangement have not been registered under the U.S. Securities Act and will be issued in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act;
- (f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement is approved by the Court as being fair, substantively and procedurally, to the Cruz Shareholders, holders of Cruz Options, Cruz RSUs and Cruz Warrants;
- (g) the Interim Order approving the Cruz Meeting will specify that each Cruz Shareholder, holder of Cruz Options, Cruz RSUs and Cruz Warrants will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as the Cruz Shareholder, holder of Cruz Options, Cruz RSUs and Cruz Warrants enters an appearance within a reasonable time and in accordance with the requirements of Section 3(a)(10) under the U.S. Securities Act; and
- (h) the Final Order shall include a statement substantially to the following effect:

“This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the issuance or deemed issuance of New Cruz Shares and Makenita Shares, Cruz Replacement Options and Makenita Options, Cruz Replacement RSUs and Makenita RSUs and modified Cruz Warrants pursuant to the Plan of Arrangement.”

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 **Representations and Warranties.** Each of the parties hereby represents and warrants to the other party that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;
- (c) it is not a non-resident of Canada for purposes of the Tax Act;
- (d) it is a “taxable Canadian corporation” as defined in the Tax Act;
- (e) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constatng Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (f) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

**ARTICLE 4
COVENANTS**

4.1 **Covenants.** Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 **Interim Order and Final Order.** The parties acknowledge that Cruz will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Cruz Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolution. The parties each covenant and agree that if the approval of the Arrangement by the Cruz Shareholders as set out in Section 5.1(b) hereof is obtained, Cruz will thereafter (subject to the exercise of any discretionary authority granted to Cruz’s directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 hereof and to the rights of termination contained in Article 6 hereof, file the material described in Section 2.4 with the Registrar.

4.3 **Makenita Equity Incentive Plan.** In connection with, but prior to, the Arrangement, Makenita shall adopt the Makenita Equity Incentive Plan.

4.4 **Cruz Options.** The parties acknowledge that pursuant to the Arrangement, each Cruz Option then outstanding to acquire one Cruz Share shall be transferred and exchanged for:

- (a) one Cruz Replacement Option to acquire one New Cruz Share having an exercise price equal to the product of the original exercise price of the Cruz Option multiplied by the fair market value of a

New Cruz Share at the Effective Time divided by the total of the fair market value of a New Cruz Share and the fair market value of 0.1 of an Makenita Share at the Effective Time; and

- (b) one Makenita Option to acquire 0.1 of an Makenita Share, each whole Makenita Option having an exercise price equal to the product of the original exercise price of the Cruz Option multiplied by the fair market value of 0.1 of an Makenita Share at the Effective Time divided by the total of the fair market value of one New Cruz Share and 0.1 of an Makenita Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Cruz Replacement Option and the Makenita Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Cruz Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Cruz Options, and Makenita agrees to promptly issue Makenita Shares upon the due exercise of Makenita Options.

4.5 Cruz Warrants. The parties acknowledge that, from and after the Effective Date, all Cruz Warrants shall entitle the holder to receive, upon due exercise of the Cruz Warrant, for the original exercise price:

- (a) one New Cruz Share for each Cruz Share that was issuable upon due exercise of the Cruz Warrant immediately prior to the Effective Time; and
- (b) 0.1 of an Makenita Share for each Cruz Share that was issuable upon due exercise of the Cruz Warrant immediately prior to the Effective Time;

and Makenita hereby covenants that it shall forthwith upon receipt of written notice from Cruz from time to time issue, as directed by Cruz, that number of Makenita Shares as may be required to satisfy the foregoing.

Cruz shall, as agent for Makenita, collect and pay to Makenita an amount for each 0.1 of an Makenita Share so issued that is equal to the exercise price under the Cruz Warrant multiplied by the fair market value of 0.1 of an Makenita Share at the Effective Time divided by the total of the fair market value of one New Cruz Share and 0.1 of an Makenita Share at the Effective Time.

4.6 Cruz RSUs. The parties acknowledge that, from and after the Effective Date, each Cruz RSU then outstanding to acquire one Cruz Share shall be transferred and exchanged for:

- (a) one Cruz Replacement RSU to acquire one New Cruz Share and having the same vesting conditions and other terms as the Cruz RSU; and
- (b) one Makenita RSU to acquire 0.1 of a Makenita Share as governed by the Makenita Equity Incentive Plan.

It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Makenita RSUs. Accordingly, and notwithstanding the foregoing, the number of shares receivable under the Cruz Replacement RSUs and Makenita RSUs will be adjusted such that the aggregate fair market value of such shares receivable immediately after the exchange does not exceed the fair market value of the Cruz Shares receivable immediately before the exchange, and Makenita agrees to promptly issue Makenita Shares upon the due exercise of the Makenita RSUs.

4.7 Fair Market Value. For the purposes of Sections 4.4 and 4.5 and Section 3.1 of the Plan of Arrangement, fair market value of the New Cruz Shares and the Makenita Shares shall be determined by the Cruz Board, acting in good faith.

4.8 Issuance of Makenita Spinout Shares to Cruz. Prior to the Effective Time, Makenita shall have issued the Makenita Spinout Shares to Cruz to complete the acquisition of the Property and certain related assets.

**ARTICLE 5
CONDITIONS**

5.1 **Conditions Precedent.** The respective obligations of the parties to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to Cruz;
- (b) the Arrangement Resolution, with or without amendment, shall have been approved by the required number of votes cast by Cruz Shareholders at the Cruz Meeting in accordance with the Arrangement Provisions, the Constatng Documents of Cruz, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the shareholder of Makenita, to the extent required by, and in accordance with the applicable Laws and the Constatng Documents of Makenita;
- (d) the Final Order shall have been obtained in form and substance satisfactory to each of Cruz and Makenita;
- (e) the CSE shall have conditionally approved the Arrangement to the extent required, including the listing of the New Cruz Shares issuable under the Arrangement in substitution for the Cruz Class A Shares and the delisting of the Cruz Class A Shares, as of the Effective Date, subject to compliance with the requirements of the CSE;
- (f) the CSE shall have conditionally approved the listing of the Makenita Shares, subject to compliance with the requirements of the CSE;
- (g) prior to the Effective Date, Makenita shall have completed or shall be in a position to complete the Makenita Financing;
- (h) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Cruz and Makenita;
- (i) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;
- (j) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Cruz, the Cruz Shareholders or Makenita if the Arrangement is completed;
- (k) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Cruz Shareholders holding greater than 5% of the outstanding Cruz Shares; and
- (l) this Agreement shall not have been terminated under Article 6 hereof.

Except for the conditions set forth in Sections 5.1(a), (b), (d), (e), (h), (i), (j) and (k), which may not be waived, any of the other conditions in this Section 5.1 may be waived by either Cruz or Makenita at its discretion.

5.2 **Pre-Closing.** Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of Cozen O'Connor LLP, Bentall 5, Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5, at 9:00 a.m. on the Business Day immediately preceding the Effective Date, or at such other location or at such other time or on such other date as they may mutually agree, and each of them shall deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 **Merger of Conditions.** The conditions set out in Section 5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 **Merger of Representations, Warranties and Covenants.** The representations and warranties in Section 3.1 shall be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 hereof shall be conclusively deemed to have been complied with in all respects as of the Effective Date, and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 **Amendment.** Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Cruz Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Cruz Shareholders.

6.2 **Termination.** Subject to Section 6.3, this Agreement may at any time before or after the holding of the Cruz Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Cruz Board without further action on the part of the Cruz Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Cruz Board to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 **Cessation of Right.** The right of Cruz or Makenita or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 6.2 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 7 GENERAL

7.1 **Notices.** All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be delivered or sent by facsimile or email, addressed as follows:

(a) in the case of Cruz or Makenita:

Suite 2905 – 700 West Georgia Street
Vancouver, British Columbia
V7Y 1C6

Attention: James Nelson
Email: info@cruzbattery metals.com
Facsimile: 604.899.9150

(b) in each case with a copy to:

Cozen O'Connor LLP
Bentall 5, Suite 2501 – 550 Burrard Street,
Vancouver, British Columbia
V6C 2B5

Attention: [Redacted – personal information]
Email: [Redacted – personal address]
Facsimile: [Redacted – personal information]

7.2 **Assignment.** Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

7.3 **Binding Effect.** This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

7.4 **Waiver.** Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

7.5 **Governing Law.** This Agreement shall be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

7.7 **Expenses.** All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby shall be borne by Cruz or as otherwise mutually agreed by the parties.

7.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7.9 **Time of Essence.** Time is of the essence of this Agreement.

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

CRUZ BATTERY METALS CORP.

Per: “Signed”
Authorized Signatory

MAKENITA RESOURCES INC.

Per: “Signed”
Authorized Signatory

EXHIBIT I

**TO THE ARRANGEMENT AGREEMENT
DATED AS OF THE 5th DAY OF SEPTEMBER, 2024 BETWEEN
CRUZ BATTERY METALS CORP. AND
MAKENITA RESOURCES INC.**

**PLAN OF ARRANGEMENT
UNDER PART 9, DIVISION 5 OF
THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)**

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) **"Arrangement"** means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;
- (b) **"Arrangement Agreement"** means the arrangement agreement dated as of September 5, 2024 between Cruz and Makenita, as may be supplemented or amended from time to time;
- (c) **"Arrangement Provisions"** means Part 9, Division 5 of the BCBCA;
- (d) **"Arrangement Resolution"** means the special resolution of the Cruz Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA, in the form attached as Schedule "A" hereto;
- (e) **"BCBCA"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (f) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) **"Court"** means the Supreme Court of British Columbia;
- (h) **"Cruz"** means Cruz Battery Metals Corp., a corporation incorporated pursuant to the laws of the Province of British Columbia;
- (i) **"Cruz Board"** means the board of directors of Cruz;
- (j) **"Cruz Class A Shares"** means the renamed and redesignated Cruz Shares as described in §3.1(b)(i) of this Plan of Arrangement;
- (k) **"Cruz Meeting"** means the special meeting of the Cruz Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (l) **"Cruz Optionholders"** means the holders of Cruz Options on the Effective Date;

- (m) **“Cruz Options”** means stock options to acquire Cruz Shares, including stock options under the terms of which are deemed exercisable for Cruz Shares, that are outstanding immediately prior to the Effective Time;
- (n) **“Cruz Replacement Option”** means a stock option to acquire a New Cruz Share to be issued by Cruz to a holder of a Cruz Option pursuant to §3.1(c) of this Plan of Arrangement;
- (o) **“Cruz Replacement RSU”** means a restricted share unit to be issued to a holder of a Cruz RSU pursuant to Section 3.1(f) of this Plan of Arrangement;
- (p) **“Cruz RSUs”** means restricted share units issued pursuant to Cruz’s equity incentive plan that are outstanding immediately prior to the Effective Time;
- (q) **“Cruz Shareholder”** means a holder of Cruz Shares;
- (r) **“Cruz Shares”** means the common shares without par value which Cruz is authorized to issue as the same are constituted on the date hereof;
- (s) **“Cruz Warrantholders”** means the holders of Cruz Warrants on the Effective Date;
- (t) **“Cruz Warrants”** means the share purchase warrants of Cruz exercisable to acquire Cruz Shares, including warrants under the terms of which are deemed exercisable for Cruz Shares, that are outstanding immediately prior to the Effective Time;
- (u) **“Depository”** means Computershare Investor Services Inc., or such other depository as Cruz may determine;
- (v) **“Dissent Procedures”** means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement;
- (w) **“Dissent Rights”** means the rights of dissent granted in favour of registered holders of Cruz Shares in accordance with Article 5 of this Plan of Arrangement;
- (x) **“Dissenting Share”** has the meaning given in §3.1(a) of this Plan of Arrangement;
- (y) **“Dissenting Shareholder”** means a registered holder of Cruz Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (z) **“Effective Date”** means the date that the Arrangement;
- (aa) **“Effective Time”** means 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as agreed to in writing by Cruz and Makenita;
- (bb) **“Final Order”** means the final order of the Court approving the Arrangement;
- (cc) **“In the Money Amount”** at a particular time with respect to a Cruz Option, Cruz Replacement Option or Makenita Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;
- (dd) **“Information Circular”** means the management information circular of Cruz, including all schedules thereto, to be sent to the Cruz Shareholders in connection with the Cruz Meeting, together with any amendments or supplements thereto;

- (ee) **“Interim Order”** means the interim order of the Court providing advice and directions in connection with the Cruz Meeting and the Arrangement;
- (ff) **“Letter of Transmittal”** means the letter of transmittal in respect of the Arrangement to be sent to Cruz Shareholders together with the Information Circular;
- (gg) **“Makenita”** means Makenita Resources Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;
- (hh) **“Makenita Board”** means the board of directors of Makenita;
- (ii) **“Makenita Equity Incentive Plan”** means the equity incentive plan to be adopted by Makenita pursuant to the Arrangement Agreement, in substantially similar terms as the equity incentive plan in respect of Cruz and may otherwise be modified, amended or restated as more particularly described in the Information Circular;
- (jj) **“Makenita Incorporation Shares”** means the 100 Makenita Shares held by Cruz that were issued to Cruz on the incorporation of Makenita;
- (kk) **“Makenita Financing”** means a private placement by Makenita of Makenita securities to raise gross proceeds of approximately \$500,000, or such other amount as the Makenita Board may determine, on terms acceptable to Makenita, in order to allow Makenita to satisfy the initial listing requirements of the CSE;
- (ll) **“Makenita Options”** means share purchase options issued pursuant to the Makenita Equity Incentive Plan, including the Makenita Options pursuant to §3.1(c) of this Plan of Arrangement;
- (mm) **“Makenita RSU”** means restricted share units governed pursuant to the Makenita Equity Incentive Plan;
- (nn) **“Makenita Shares”** means the common shares without par value which Makenita is authorized to issue as the same are constituted on the date hereof;
- (oo) **“Makenita Shareholder”** means a holder of Makenita Shares;
- (pp) **“Makenita Spinout Shares”** means the 16,787,997 Makenita Shares (or such other amount determined by the Makenita Board) issued or to be issued to Cruz prior to the Effective Time to complete the acquisition of the Property and certain related assets, such shares to be distributed to the Cruz Shareholders pursuant to this Plan of Arrangement;
- (qq) **“New Cruz Shares”** means a new class of voting common shares without par value which Cruz will create and issue as described in §3.1(b)(ii) of this Plan of Arrangement and for which the Cruz Class A Shares are, in part, to be exchanged under this Plan of Arrangement and which, immediately after completion of the transactions comprising this Plan of Arrangement, will be identical in every relevant respect to the Cruz Shares;
- (rr) **“Plan of Arrangement”** means this plan of arrangement, as the same may be amended from time to time;
- (ss) **“Property”** means the Hector Silver-Cobalt property comprising 126 contiguous unpatented mineral claims totaling 2,243 hectares in the Larder Lake Mining Division located near Cobalt, Ontario;

- (tt) **“Share Distribution Record Date”** means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Cruz Shareholders entitled to receive New Cruz Shares and Makenita Shares pursuant to this Plan of Arrangement or such other date as the Cruz Board may select;
- (uu) **“Tax Act”** means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended; and
- (vv) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

1.2 **Interpretation Not Affected by Headings.** The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms “this Plan of Arrangement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender.** Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.4 **Meaning.** Words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA, unless the context otherwise requires.

1.5 **Date for any Action.** If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 **Governing Law.** This Plan of Arrangement 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.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement.** This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 **Arrangement Effectiveness.** The Arrangement and this Plan of Arrangement shall become final and conclusively binding on Cruz, Makenita, the Cruz Shareholders (including Dissenting Shareholders), Cruz Optionholders, Cruz Warrant holders and Makenita Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3 THE ARRANGEMENT

3.1 **The Arrangement.** Commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Cruz or Makenita, but subject to the provisions of Article 5:

- (a) each Cruz Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a **“Dissenting Share”**) shall be directly transferred and assigned by such Dissenting Shareholder to Cruz, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Cruz Shareholders other than the right to be paid the fair value for their Cruz Shares by Cruz;

- (b) the authorized share structure of Cruz shall be altered by:
- (i) renaming and redesignating all of the issued and unissued Cruz Shares as “Class A common shares without par value” and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the “Cruz Class A Shares”, and
 - (ii) creating a new class consisting of an unlimited number of “common shares without par value” with terms and special rights and restrictions identical to those of the Cruz Shares immediately prior to the Effective Time, being the “New Cruz Shares”;
- (c) Cruz’s Notice of Articles shall be amended to reflect the alterations in §3.1(b);
- (d) each Cruz Option then outstanding to acquire one Cruz Share shall be transferred and exchanged for:
- (i) one Cruz Replacement Option to acquire one New Cruz Share having an exercise price equal to the product of the original exercise price of the Cruz Option multiplied by the fair market value of a New Cruz Share at the Effective Time divided by the total of the fair market value of a New Cruz Share and the fair market value of 0.1 of an Makenita Share at the Effective Time, and
 - (ii) one Makenita Option to acquire 0.1 of an Makenita Share, each whole Makenita Option having an exercise price equal to the product of the original exercise price of the Cruz Option multiplied by the fair market value of 0.1 of an Makenita Share at the Effective Time divided by the total of the fair market value of one New Cruz Share and 0.1 of an Makenita Share at the Effective Time,
- provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Cruz Replacement Option and the Makenita Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Cruz Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Cruz Options;
- (e) each Cruz Warrant then outstanding shall be deemed to be amended to entitle the Cruz Warrant holder to receive, upon due exercise of the Cruz Warrant, for the original exercise price:
- (i) one New Cruz Share for each Cruz Share that was issuable upon due exercise of the Cruz Warrant immediately prior to the Effective Time, and
 - (ii) 0.1 of an Makenita Share for each Cruz Share that was issuable upon due exercise of the Cruz Warrant immediately prior to the Effective Time;
- (f) each Cruz RSU then outstanding to acquire one Cruz Share shall be transferred and exchanged for:
- (i) one Cruz Replacement RSU to acquire one New Cruz Share and having the same vesting conditions and other terms as the Cruz RSU; and
 - (ii) one Makenita RSU to acquire 0.1 of a Makenita Share as governed by the Makenita Equity Incentive Plan.

It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Makenita RSUs. Accordingly, and notwithstanding the foregoing, the number of shares receivable under the Cruz

Replacement RSUs and Makenita RSUs will be adjusted such that the aggregate fair market value of such shares receivable immediately after the exchange does not exceed the fair market value of the Cruz Shares receivable immediately before the exchange;

- (g) each issued and outstanding Cruz Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Cruz Share; and (ii) 0.1 of a Makenita Spinout Share, the holders of the Cruz Class A Shares will be removed from the central securities register of Cruz as the holders of such and will be added to the central securities register of Cruz as the holders of the number of New Cruz Shares that they have received on the exchange set forth in this §3.1(g), and the Makenita Spinout Shares transferred to the then holders of the Cruz Class A Shares will be registered in the name of the former holders of the Cruz Class A Shares and Cruz will provide Makenita and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Makenita;
- (h) the Cruz Class A Shares, none of which will be issued or outstanding once the exchange in §3.1(g) is completed, will be cancelled and the appropriate entries made in the central securities register of Cruz and the authorized share structure of Cruz will be amended by eliminating the Cruz Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Cruz Shares will be equal to that of the Cruz Shares immediately prior to the Effective Time less the fair market value of the Makenita Spinout Shares distributed pursuant to §3.1(g);
- (i) the Makenita Incorporation Shares issued to Cruz on incorporation shall be cancelled for no consideration and as a result thereof:
 - (i) Cruz shall cease to be, and shall be deemed to have ceased to be, the holder of the Makenita Incorporation Shares and to have any rights as a holder of the Makenita Incorporation Shares, and
 - (ii) Cruz shall be removed as the holder of the Makenita Incorporation Shares from the register of Makenita Shares maintained by or on behalf of Makenita; and
- (j) In the event that the number of outstanding Cruz Shares changes between the date hereof and the Effective Time, the fraction referred to in this Plan of Arrangement shall be adjusted so that it is the fraction calculated by dividing the number of Makenita Spinout Shares by the number of outstanding Cruz Shares immediately prior to the Effective Time.

3.2 No Fractional Shares or Options. Notwithstanding any other provision of this Arrangement, no fractional Makenita Shares shall be distributed to the Cruz Shareholders and no fractional Makenita Options shall be distributed to the holders of Cruz Options, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Makenita Shares not distributed as a result of so rounding down shall be cancelled by Makenita.

3.3 Share Distribution Record Date. In §3.1(g) the reference to a holder of a Cruz Class A Share shall mean a person who is a Cruz Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 Deemed Time for Redemption. The exchanges, cancellations and steps provided for in this Plan of Arrangement shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

3.5 Deemed Fully Paid and Non-Assessable Shares. All New Cruz Shares, Cruz Class A Shares and Makenita Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 **Supplementary Actions.** Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Cruz and Makenita shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 **Withholding.** Each of Cruz, Makenita and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Cruz Shares, Makenita Shares, Cruz Replacement Options or Makenita Options made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Cruz Shares or Makenita Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.8 **No Liens.** Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 **U.S. Securities Law Matters.** The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4 CERTIFICATES

4.1 **Cruz Class A Shares.** Recognizing that the Cruz Shares shall be renamed and redesignated as Cruz Class A Shares pursuant to §3.1(b)(i) and that the Cruz Class A Shares shall be exchanged partially for New Cruz Shares pursuant to §3.1(g), Cruz shall not issue replacement share certificates representing the Cruz Class A Shares.

4.2 **Makenita Share Certificates.** As soon as practicable following the Effective Date, Cruz or Makenita shall deliver or cause to be delivered to the Depositary certificates representing the Makenita Shares required to be distributed to registered holders of Cruz Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(g) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.3 **New Cruz Share Certificates.** As soon as practicable following the Effective Date, Cruz shall deliver or cause to be delivered to the Depositary certificates representing the New Cruz Shares required to be issued to registered holders of Cruz Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(g) of this Plan of Arrangement, which certificates shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 **Interim Period.** Any Cruz Shares traded after the Share Distribution Record Date will represent New Cruz Shares as of the Effective Date and shall not carry any rights to receive Makenita Shares.

4.5 **Stock Option Agreements.** The stock option agreements for the Cruz Options shall be deemed to be amended by Cruz to reflect the adjusted exercise price of, and the replacement of the underlying security under, the Cruz Replacement Options, and Makenita shall enter into stock option agreements for the Makenita Options issued pursuant to §3.1(c) of this Plan of Arrangement.

**ARTICLE 5
RIGHTS OF DISSENT**

5.1 **Dissent Right.** Registered holders of Cruz Shares may exercise Dissent Rights with respect to their Cruz Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Cruz at least two Business Days before the day of the Cruz Meeting or any adjournment or postponement thereof.

5.2 **Dealing with Dissenting Shares.** Cruz Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares by Cruz shall be deemed to have transferred their Dissenting Shares to Cruz for cancellation as of the Effective Time pursuant to §3.1(a); or
- (b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Cruz Shareholder and shall receive New Cruz Shares and Makenita Shares on the same basis as every other non-dissenting Cruz Shareholder;

but in no case shall Cruz be required to recognize such persons as holding Cruz Shares on or after the Effective Date.

5.3 **Reservation of Makenita Shares.** If a Cruz Shareholder exercises Dissent Rights, Cruz shall, on the Effective Date, set aside and not distribute that portion of the Makenita Shares which is attributable to the Cruz Shares for which Dissent Rights have been exercised. If the dissenting Cruz Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Cruz shall distribute to such Cruz Shareholder his or her pro rata portion of the Makenita Shares. If a Cruz Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Cruz shall retain the portion of the Makenita Shares attributable to such Cruz Shareholder and such shares will be dealt with as determined by the Cruz Board in its discretion.

**ARTICLE 6
DELIVERY OF SHARES**

6.1 **Delivery of Shares.**

- (a) Upon surrender to the Depository for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Cruz Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depository shall deliver to such holder following the Effective Time, a certificate representing the New Cruz Shares and a certificate representing the Makenita Shares that such holder is entitled to receive in accordance with §3.1 hereof.
- (b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Cruz Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Cruz Shares and a certificate representing the Makenita Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 **Lost Certificates.** If any certificate that immediately prior to the Effective Time represented one or more outstanding Cruz Shares that were exchanged for New Cruz Shares and Makenita Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder

claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Cruz Shares and Makenita Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Cruz Shares and Makenita Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Cruz Shares and Makenita Shares give a bond satisfactory to Cruz, Makenita and the Depositary in such amount as Cruz, Makenita and the Depositary may direct, or otherwise indemnify Cruz, Makenita and the Depositary in a manner satisfactory to Cruz, Makenita and the Depositary, against any claim that may be made against Cruz, Makenita or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Cruz.

6.3 **Distributions with Respect to Unsurrendered Certificates.** No dividend or other distribution declared or made after the Effective Time with respect to New Cruz Shares or Makenita Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Cruz Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Cruz Shares and Makenita Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Cruz Shares and/or Makenita Shares, as applicable.

6.4 **Limitation and Proscription.** To the extent that a former Cruz Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the “**Final Proscription Date**”), then the New Cruz Shares and Makenita Shares that such former Cruz Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Cruz Shares and Makenita Shares to which such Cruz Shareholder was entitled, shall be delivered to Makenita (in the case of the Makenita Shares) or Cruz (in the case of the New Cruz Shares) by the Depositary and certificates representing such New Cruz Shares and Makenita Shares shall be cancelled by Cruz and Makenita, as applicable, and the interest of the former Cruz Shareholder in such New Cruz Shares and Makenita Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 **Paramountcy.** From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Cruz Shares, Cruz Options or Cruz Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Cruz Shares, Cruz Options, Cruz Warrants, Makenita, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7 AMENDMENTS & WITHDRAWAL

7.1 **Amendments.** Cruz, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Cruz Meeting, approved by the Court.

7.2 **Amendments Made Prior to or at the Cruz Meeting.** Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Cruz at any time prior to or at the Cruz Meeting with or without any prior notice or communication, and if so proposed and accepted by the Cruz Shareholders voting at the Cruz Meeting, shall become part of this Plan of Arrangement for all purposes.

7.3 **Amendments Made After the Cruz Meeting.** Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Cruz after the Cruz Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Cruz Meeting shall be

effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Cruz, provided that it concerns a matter which, in the reasonable opinion of Cruz, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Cruz Shares or Makenita Shares.

7.4 **Withdrawal.** Notwithstanding any prior approvals by the Court or by Cruz Shareholders, the Cruz Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Cruz Shareholders.

SCHEDULE "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE CRUZ SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving Cruz Battery Metals Corp., a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Cruz**"), its shareholders and Makenita Resources Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Makenita**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Cruz dated ♦, 2024 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
3. The arrangement agreement (the "**Arrangement Agreement**") between Cruz and Makenita dated September 5, 2024 and all the transactions contemplated therein, the actions of the directors of Cruz in approving the Arrangement and the actions of the directors and officers of Cruz in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Cruz or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Cruz are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Cruz:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).
5. Any one director or officer of Cruz is hereby authorized and directed, for and on behalf and in the name of Cruz, to execute and deliver, whether under the corporate seal of Cruz or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Cruz, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Cruz;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.