

AMALGAMATION AGREEMENT

THIS AGREEMENT is dated as of the 26th day of May, 2023,

BY AND AMONG:

RIFT LITHIUM INC., a company existing under the laws of the Province of Ontario

(hereinafter referred to as “**Rift**”)

OF THE FIRST PART;

- and -

1000545473 ONTARIO INC., a company existing under the laws of the Province of Ontario

(hereinafter referred to as “**Subco**”)

OF THE SECOND PART;

- and -

TITUS ENERGY CORP., a company existing under the laws of the Province of British Columbia

(hereinafter referred to as “**Titus**”)

OF THE THIRD PART.

WHEREAS Rift and Titus entered into a letter of intent dated December 1, 2021, (collectively, the “**Business Combination Agreement**”), which would result in Rift combining its business with a wholly owned subsidiary of Titus by way of a three-cornered amalgamation (the “**Amalgamation**”);

AND WHEREAS Subco is a wholly owned subsidiary of Titus;

AND WHEREAS Rift and Titus have agreed to exchange all the issued and outstanding shares of Rift for Titus;

AND WHEREAS Rift and Subco wish to amalgamate pursuant to the Act and to continue as one company to be known as “Rift Lithium Subco Inc.” in accordance with the terms and conditions hereof;

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed Amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual covenants and agreements herein contained and other lawful and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** In this Agreement (including the recitals hereto):

- (a) **"Act"** means the *Business Corporations Act* (Ontario) as from time to time amended or re-enacted;
- (b) **"Agreement"** means this amalgamation agreement;
- (c) **"Amalco Shares"** means the common shares in the capital of Amalco;
- (d) **"Amalco"** means the company formed upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;
- (e) **"Amalgamating Parties"** means, collectively, Rift and Subco;
- (f) **"Amalgamation"** means the amalgamation of the Amalgamating Parties under the Act on the terms and conditions set forth in this Agreement;
- (g) **"Articles of Amalgamation"** means the Form 5262E *Articles of Amalgamation* prescribed by the Act effecting the Amalgamation substantially in the form appended hereto as Schedule A;
- (h) **"Business Combination Date"** means the date the Business Combination is completed, as evidenced by the issuance of the Certificate of Amalgamation giving effect to the Amalgamation;
- (i) **"Business Combination"** means the business combination between Titus, Rift and Subco wherein Titus will acquire all of the issued and outstanding shares of Rift by way of the Amalgamation;
- (j) **"Business Day"** means a day other than a Saturday, Sunday or a civic or statutory holiday in the City of Toronto, Ontario;
- (k) **"Certificate of Amalgamation"** means the certificate of amalgamation to be issued by the Director;
- (l) **"Director"** means the Director appointed under section 278 of the Act;
- (m) **"Effective Time"** means 11:00 am (Toronto time) on the Business Combination Date;
- (n) **"Exchange Ratio"** means a one-to-one basis, wherein each one (1) Rift Share shall be exchanged for one (1) fully paid and non-assessable Titus Share, in accordance with the terms of the Agreement;
- (o) **"Paid-up Capital"** has the meaning assigned to the term "paid-up capital" in subsection 89(1) of the *Income Tax Act* (Canada);

- (p) **"Rift Dissent Rights"** means the dissent rights exercisable by the Rift Shareholders in connection with the Amalgamation pursuant to Section 185 of the Act;
 - (q) **"Rift Resolutions"** means the unanimous consent resolution or special resolution of Rift Shareholders approving the Amalgamation and this Agreement, substantially in the form attached hereto as Schedule B;
 - (r) **"Rift Shareholders"** means the holders of Rift Shares prior to the filing of the Articles of Amalgamation;
 - (s) **"Rift Shares"** means common shares in the capital of Rift;
 - (t) **"Rift Subscription Receipts"** means 20,000,000 subscription receipts of Rift with a price of \$0.05 convertible into one Rift Share;
 - (u) **"Subco Shares"** means the common shares in the capital of Subco;
 - (v) **"Tax Act"** means the *Income Tax Act* (Canada), as amended;
 - (w) **"Titus Shareholder"** means a registered holder owning Titus Shares prior to the filing of the Articles of Amalgamation; and
 - (x) **"Titus Shares"** means the common shares in the capital of Titus.
2. **Amalgamation.** Upon the conditions set out in this Agreement being satisfied or waived in accordance with the provisions of this Agreement, including the adoption and approval by the shareholders of the Amalgamating Parties of this Agreement, the Amalgamating Parties hereby agree to:
- (a) amalgamate and continue as one company under the provisions of the Act upon the terms and conditions hereinafter set out; and
 - (b) execute and file with the Director the Articles of Amalgamation.
3. **Certain Phrases, etc.** In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".
4. **Effect of the Amalgamation.** At the Effective Time, subject to the Act:
- (a) the amalgamation of the Amalgamating Parties and their continuance as one company, Amalco, under the terms and conditions prescribed in this Agreement shall be effective and irrevocable;
 - (b) the property, rights and interests of each of the Amalgamating Parties shall continue to be the property, rights and interests of Amalco;

- (c) Amalco shall become capable immediately of exercising the functions of an incorporated company;
 - (d) the shareholders of Amalco have the powers and the liability provided in the Act;
 - (e) each shareholder of the Amalgamated Parties is bound by this Agreement;
 - (f) Amalco will be a wholly-owned subsidiary of Titus;
 - (g) Amalco shall continue to be liable for the liabilities and obligations of each of the Amalgamating Parties;
 - (h) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;
 - (i) any legal proceeding being prosecuted or pending by or against any of the Amalgamating Parties may be continued to be prosecuted, or its prosecution may be continued, as the case may be, by or against Amalco; and
 - (j) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco.
5. **Name.** The name of Amalco shall be "Rift Lithium Subco Inc. Concurrent or following the Amalgamation, Titus will change its name to "Free Battery Metals Limited" or such other name as Titus and Rift may mutually agree upon.
6. **Registered Office.** The mailing and delivery address of the registered office of Amalco shall be located at 1 Adelaide Street East, Suite 801, Toronto, Ontario, M5C 2V9. Until changed in accordance with the Act, the registered office of Amalco shall be in the Province of Ontario.
7. **Authorized Share Structure.** The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, the rights, privileges, restrictions and conditions attaching to which shall be as set out in the Articles of Amalgamation attached hereto as Schedule A.
8. **Restrictions on Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.
9. **Number of Directors.** The minimum number of directors of Amalco, until changed in accordance with the Articles of Amalgamation, will be one (1).
10. **Articles.** the Articles of Amalgamation are deemed to be the articles of incorporation of Amalco and, except for purposes of section 117(1) of the Act, the Certificate of Amalgamation is deemed to be the certificate of incorporation of the Amalgamated Corporation.
11. **By-Laws.** The by-laws of the Amalco will be the by-laws of Rift until such by-laws are repealed or amended.

12. **Directors.** The director of Amalco shall be the Person whose name and address is set out below, who shall hold office until the first annual meeting of shareholders of Amalco or until his successor is duly elected or appointed:

Name	Prescribed Address (mailing and delivery)
Bennett Kurtz	1 Adelaide Street East, Suite 801 Toronto, Ontario, M5C 2V9

13. **First Officers.** The full names and offices of the first officers of Amalco are:

Name of Officer	Office
Bennett Kurtz	President and CEO

14. **Treatment of Issued Shares.** At the Effective Time:

- (a) Each of the outstanding Rift Subscription Receipts will convert into one Rift Share and the Rift Subscription Receipts will be cancelled;
- (b) all of the holders of Rift Shares outstanding immediately prior to the Effective Time, other than dissenting holders who are entitled to be paid the fair market value for their Rift Shares, shall receive, in exchange for their Rift Shares, fully paid and non-assessable Titus Shares (the "**Replacement Shares**") on the basis of the Exchange Ratio;
- (c) Rift Shares replaced in accordance with the provisions of Section 14(b) hereof will be cancelled;
- (d) each issued and outstanding Subco Share immediately prior to the Effective Time will be cancelled and replaced by one (1) fully paid and non-assessable Amalco Share; and
- (e) as consideration for the issuance of Titus Shares in exchange for the Rift Shares, Amalco shall issue to Titus one (1) Amalco Share for each Titus Share issued.

15. **No Fractional Shares or Securities upon Conversion.** Notwithstanding Section 14 of this Agreement, no Rift Shareholder shall be entitled to, and Titus will not issue, fractions of Titus Shares and no cash amount will be payable by Titus in lieu thereof. To the extent any Rift Shareholder is entitled to receive a fractional Titus Share such fraction shall be rounded down to the closest whole number of the applicable security.

16. **Share Certificates.** On the Business Combination Date:

- (a) the registered holders of Rift Shares, shall be deemed to be the registered holders of Replacement Shares to which they are entitled hereunder.

- (b) Titus, as the sole registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and, upon surrender of the certificate representing such Subco Shares to Amalco, Titus shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled as set forth in Section 14(d) and 14(e) hereof; and
 - (c) share certificates evidencing Rift Shares shall cease to represent any claim upon or interest in Rift other than the right of the holder to receive, pursuant to the terms hereof and the Amalgamation, the applicable Replacement Shares in accordance with Section 14(b) hereof.
- 17. **Lost Certificates.** In the event any certificate which subsequent to the Effective Time represented one or more outstanding Titus Shares that were exchanged pursuant to Section 14(b) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder of such Titus Share as the case may be, claiming such certificate to be lost, stolen or destroyed, Rift will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing the applicable Replacement Share pursuant to Section 14(b). The holder to whom certificates representing Replacement Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Rift in such sum as Rift may direct or otherwise indemnify Rift in a manner satisfactory to Rift against any claim that may be made against Rift with respect to the certificate alleged to have been lost, stolen or destroyed.
- 18. **Amalco Shares and Shareholders.** Upon the Amalgamation becoming effective, the exchange of shares under Section 14(b) and 14(e) will result in 60,000,100 Amalco Shares being issued and outstanding as fully paid and non-assessable common shares in Amalco, all of which will be held by Titus.
- 19. **Amalco Paid-Up Capital.** The amount to be added to the paid-up capital account maintained in respect of the Amalco Shares in connection with the issue of Amalco Shares under Section 14(b) and 14(e) hereof on the Business Combination Date shall be the amount which is the sum of (i) the Paid-up Capital, determined immediately before the Effective Time, of all the issued and outstanding Rift Shares and (ii) the Paid-up Capital, determined immediately before the Effective Time, of the issued and outstanding Subco Shares converted into Amalco Shares.
- 20. **Titus Stated Capital.** Titus shall add an amount to the stated capital account maintained in respect of the Titus Shares an amount equal to the Paid-Up Capital of the Rift Shares, determined immediately prior to the Effective Time.
- 21. **Filings with the Director.** The Amalgamating Parties will, on or prior to the Business Combination Date, cause the Articles of Amalgamation and any other documents that may be required to give effect to the Amalgamation to be filed with the Director subject to the rights of termination, upon approval of the Rift Shareholders being obtained, and the other conditions contained in Sections 31, 32, and 33 being complied with or waived.
- 22. **Withholding Taxes.** Titus and Subco will be entitled to deduct and withhold from the Titus Shares deliverable to any former Rift Shareholder as Titus or Subco may be required to deduct and withhold therefrom under any provision of applicable laws in respect of taxes. To the extent that any amounts are so deducted and withheld, such amounts will be treated for all purposes under this Agreement as having been paid to the person to whom

such amounts would otherwise have been paid. Titus or Subco may sell or otherwise dispose of any portion of the Titus Shares issuable to a former Rift Shareholder as is necessary to provide sufficient funds to enable Titus or Subco to comply with such deduction and/or withholding requirements.

23. **Dissent Rights.** Registered Rift Shareholders entitled to vote at a meeting of Rift Shareholders will be entitled to exercise Rift Dissent Rights with respect to their Rift Shares in connection with the Amalgamation pursuant to and in the manner set forth in the Act. Rift shall give Titus notice of any written notice of dissent, withdrawal of such notice, and any other instruments serviced pursuant to such Rift Dissent Rights and received by Rift and shall provide Titus with copies of such notices and written objections and all other correspondence related thereto. Rift Shares which are held by a dissenting Rift Shareholder will not be exchanged for Titus Shares pursuant to the Amalgamation. However, if a dissenting Rift Shareholder fails to perfect or effectively withdraws such claim of a dissenting Rift Shareholder under the Act or forfeits the right of such dissenting Rift Shareholder to make a claim under the Act, or if such rights of a dissenting Rift Shareholder are otherwise reinstated, such Rift Shares of a Rift Shareholder will thereupon be deemed to have been exchanged for Titus Shares as of the Effective Time as prescribed herein.
24. **Covenants of Rift.** Rift covenants and agrees with Subco and Titus that it will:
- (a) use reasonable commercial efforts to obtain the approval of the Rift Shareholders authorizing the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the Act;
 - (b) use reasonable efforts to cause each of the conditions precedent set forth in Sections 31 and 32 hereof to be complied with; and
 - (c) subject to the approval of the shareholders of Rift and Subco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, thereafter jointly file with Subco the Articles of Amalgamation with the Director and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.
25. **Covenants of Titus.** Titus covenants and agrees with Rift that it will:
- (a) sign a resolution as sole shareholder of Subco in favour of the approval of the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the Act;
 - (b) use reasonable efforts to cause each of the conditions precedent set forth in Sections 31 and 33 hereof to be complied with; and
 - (c) subject to the approval of the Rift Shareholders of the Rift Resolution being obtained for the completion of the Amalgamation, and the obtaining of all applicable regulatory approvals and the issuance of the Certificate of Amalgamation, issue that number of Replacement Shares as required by Section 14(b) hereof.

26. **Covenants of Subco.** Subco covenants and agrees with Titus and Rift that it will not from the date of execution hereof to the Business Combination Date, except with the prior written consent of Titus and Rift, conduct any business which would prevent Subco or Amalco from performing any of their respective obligations hereunder.
27. **Further Covenants of Subco.** Subco further covenants and agrees with Rift that it will:
- (a) use its best efforts to cause each of the conditions precedent set forth in Section 31 hereof to be complied with; and
 - (b) subject to the approval of the Rift Resolution by the Rift Shareholders and the approval of the sole shareholder of Subco being obtained and subject to the obtaining of all applicable regulatory approvals, thereafter jointly file with Rift the Articles of Amalgamation with the Director and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.
28. **Representation and Warranty of Titus.** Titus hereby represents and warrants to and in favour of Rift and Subco and acknowledges that Rift and Subco are relying upon such representation and warranty, that Titus is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Titus in accordance with its terms.
29. **Representation and Warranty of Rift.** Rift hereby represents and warrants to and in favour of Titus and Subco, and acknowledges that Titus and Subco are relying upon such representation and warranty, that Rift is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Rift in accordance with its terms.
30. **Representation and Warranty of Subco.** Subco hereby represents and warrants to and in favour of Rift and Titus, and acknowledges that Rift and Titus are relying upon such representations and warranty, that Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Subco in accordance with its terms.
31. **General Conditions Precedent.** The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Business Combination Date, of the following conditions, any of which may be waived by the consent of each of the parties without prejudice to their rights to rely on any other or others of such conditions:
- (a) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the sole shareholder of Subco and by the Rift Shareholders in accordance with the Act;
 - (b) all the conditions required to close the Business Combination set out herein and in this Agreement being met or waived;
 - (c) the number of Rift Shares that are the subject of a notice of Rift Dissent Rights that has not been withdrawn will not exceed 10% of the total number of Rift Shares issued and outstanding prior to the Effective Time; and

- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation.

32. **Conditions to Obligations of Titus and Subco.** The obligations of Titus and Subco to consummate the transactions contemplated hereby and in particular the issue of the Replacement Shares and the Amalgamation, as the case may be, are subject to the satisfaction, on or before the Business Combination Date, of the conditions for the benefit of Titus set forth in this Agreement governing the terms and conditions of the Business Combination and of the following conditions:

- (a) the acts of Rift to be performed on or before the Business Combination Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no material adverse change in the financial condition or business of Rift, taken as a whole, from and after the date hereof; and
- (b) Titus and Subco shall have received a certificate from a senior officer of Rift confirming that the conditions set forth in Section 32(a) hereof have been satisfied.

The conditions described above are for the exclusive benefit of Titus and Subco and may be asserted by Titus and Subco regardless of the circumstances or may be waived by Titus and Subco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Titus and Subco may have.

33. **Conditions to Obligations of Rift.** The obligations of Rift to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Business Combination Date, of the conditions for the benefit of Rift set forth in this Agreement governing the terms and conditions of the Business Combination and of the following conditions:

- (a) each of the acts of and Subco to be performed on or before the Business Combination Date pursuant to the terms of this Agreement shall have been duly performed by them and there shall have been no material adverse change in the financial condition or business of Titus or Subco, taken as a whole, from and after the date hereof; and
- (b) Rift shall have received a certificate from a senior officer of Titus and Subco confirming that the conditions set forth in Section 33(a) hereof have been satisfied.

The conditions described above are for the exclusive benefit of Rift and may be asserted by Rift regardless of the circumstances or may be waived by Rift in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Rift may have.

34. **Amendment and Waiver.** This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;

- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by Rift Shareholders in exchange for their Rift Shares without approval by the Rift Shareholders given in the same manner as required for the approval of the Amalgamation.

35. **Termination.** This Agreement may, prior to the issuance of the Certificate of Amalgamation, be terminated by mutual agreement of the respective boards of directors of the parties hereto, without further action on the part of the shareholders of Rift or Subco. This Agreement shall also terminate without further notice or agreement if:
- (a) the Amalgamation is not approved by the Rift Shareholders entitled to vote in accordance with the Act; or
 - (b) the Business Combination Agreement is terminated.
36. **Binding Effect.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.
37. **Assignment.** No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.
38. **Further Assurances.** The parties hereto agree to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.
39. **Notice.** Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by telecopy transmission.
40. **Time of Essence.** Time shall be of the essence of this Agreement.
41. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.
42. **Counterparts.** This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.
43. **Electronic Delivery.** Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

TITUS ENERGY CORP.

Per: /s/ Binyomin Posen
Name: Binyomin Posen
Title: Chief Executive Officer

RIFT LITHIUM INC.

Per: /s/ Bennett Kurtz
Name: Bennett Kurtz
Title: Chief Executive Officer

1000545473 ONTARIO INC.

Per: /s/ Binyomin Posen
Name: Binyomin Posen
Title: Director

SCHEDULE A
ARTICLES OF AMALGAMATION

See attached.

For questions or more information to complete this form, please refer to the instruction page.

Fields marked with an asterisk (*) are mandatory.

1. Applicant Information

Corporation Name *
Rift Lithium Inc.

Ontario Corporation Number (OCN) *
1000034166

Company Key *
[REDACTED]

2. Contact Information

Please provide the following information for the person we should contact regarding this filing. This person will receive official documents or notices and correspondence related to this filing. By proceeding with this filing, you are confirming that you have been duly authorized to do so.

First Name *

[REDACTED]

Middle Name

Last Name *

[REDACTED]

Telephone Country Code

Telephone Number *

[REDACTED]

Extension

Email Address *

[REDACTED]

3. Amalgamating Corporations

Amalgamating Corporation 1

Corporation Name *
Rift Lithium Inc.

Ontario Corporation Number (OCN) *
1000034166

Adoption/Approval Date *
May 25, 2023

Amalgamating Corporation 2

Corporation Name *
1000545473 Ontario Inc.

Ontario Corporation Number (OCN) *
1000545473

Adoption/Approval Date *
May 25, 2023

4. Method of Amalgamation

Please select your method of amalgamation * ☒ Long-Form ☐ Short-Form

Please include the following Schedules/Documents with your application

- ☒ **Schedule A:** Signed statement(s) of a director or an officer of each amalgamating corporation required by subsection 178(2) of the *Business Corporations Act*. *
- ☒ **Schedule B:** Copy of the signed amalgamation agreement adopted by a special resolution under section 176(4) of the *Business Corporations Act*. *

5. Corporation Name

Please indicate whether you would like to use the name of one of the amalgamating corporations or if you would like to use a new name for the name of the amalgamated corporation.

Options: *

☐ I want to use the name of one of the amalgamating corporations

☒ I want to use a new name (including number name)

Every corporation must have a name. You can either propose a name for the corporation or request a number name. If you propose a name for the corporation, you need a Nuans report for the proposed name.

Will this corporation have a number name? * ☐ Yes ☒ No

The corporation will have: *

☒ an English name (example: "Green Institute Inc.")

☐ a French name (example: "Institut Green Inc.")

☐ a combination of English and French name (example: "Institut Green Institute Inc.")

☐ an English and French name that are equivalent but used separately ("Green Institute Inc." and "Institut Green Inc.")

Nuans Report

New Corporation Name (Proposed) *

Rift Lithium Subco Inc.

Nuans Report Reference Number *

121923896

Nuans Report Date *

June 7, 2023

☐ Select this if you have a Legal Opinion for an identical name

6. General Details

Requested Date for Amalgamation

June 7, 2023

Primary Activity Code *

212299

Official Email Address *

[REDACTED]

An official email address is required for administrative purposes and must be kept current. All official documents or notices and correspondence to the corporation will be sent to this email address.

7. Address

Every corporation is required to have a registered office address in Ontario. This address must be set out in full. A post office box alone is not an acceptable address.

Registered Office Address *

☒ Standard Address ☐ Lot/Concession Address

Street Number *

1

Street Name *

Adelaide Street East

Unit Number

801

City/Town *

Toronto

Province

Ontario

Postal Code *

M5C 2V9

Country

Canada

8. Director(s)

Please specify the number of directors for your Corporation *

☐ Fixed Number ☒ Minimum/Maximum

Minimum Number of Directors *

1

Maximum Number of Directors *

10

Director 1

First Name *

Bennett

Middle Name

Last Name *

Kurtz

Email Address

[REDACTED]

Is this director a Resident Canadian? *

☒ Yes ☐ No

Address for Service *

☒ Canada ☐ U.S.A. ☐ International

Street Number *

[REDACTED]

Street Name *

[REDACTED]

Unit Number

[REDACTED]

City/Town *

[REDACTED]

Province *

[REDACTED]

Postal Code *

[REDACTED]

Country

[REDACTED]

9. Shares and Provisions (Maximum limit is 100,000 characters per text box)

Every corporation must be authorized to issue at least one class of shares. You must describe the classes of shares of the corporation and the maximum number of shares the corporation is authorized to issue for each class. If the corporation has more than one class of shares, you must specify the rights, privileges and conditions for each class.

Description of Classes of Shares

The classes and any maximum number of shares that the corporation is authorized to issue:

Enter the Text *

The Corporation is authorized to issue an unlimited number of shares of one class designated as Common Shares.

Rights, Privileges, Restrictions and Conditions

Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series. If there is only one class of shares, enter "Not Applicable":

Enter the Text *

None.

Restrictions on Share Transfers

The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows. If none, enter "None":

Enter the Text *

If the Corporation: (a) is not a reporting issuer or an investment fund within the meaning of applicable securities

legislation; and (b) has not distributed to the public (excluding accredited investors within the meaning of applicable securities legislation) any of its securities, then no securities in the capital of the Corporation (other than non-convertible debt securities) shall be transferred without either: (i) the previous consent of the board of directors expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or (ii) the previous consent of the holders of at least 51% of the securities of that class for the time being outstanding expressed by a resolution passed by the securityholders or by an instrument or instruments in writing signed by such securityholders.

Restrictions on Business or Powers

Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. If none, enter "None":

Enter the Text *
None.

Other Provisions, if any

Enter other provisions, or if no other provisions enter "None":

Enter the Text *
None.

10. Authorization

☒ * I, Iulia Mihaila
confirm that this form has been signed by all the required persons:

Caution - The Act sets out penalties, including fines, for submitting false or misleading information.

Required Signature

Corporation Name, Full Name and Position Rift Lithium Inc., Bennett Kurtz, Director	Signature /s/ Bennett Kurtz
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SCHEDULE B
FORM OF RIFT RESOLUTIONS

AMALGAMATION

RESOLVED that:

1. The amalgamation of the Corporation with 1000545473 Ontario Inc. pursuant to an amalgamation agreement to be entered into by the Corporation (the “**Amalgamation Agreement**”), substantially in the form annexed hereto, be and the same is hereby authorized and approved.
2. The Corporation be and it is hereby authorized to enter into and adopt the said Amalgamation Agreement.
3. Any director or officer of the Corporation is hereby authorized to sign the Amalgamation Agreement and any one of the directors or officers of the Corporation is hereby authorized and directed to file the articles of amalgamation in prescribed form as required pursuant to the said Amalgamation Agreement, and to execute all such other documents and to do all such things as may be necessary or desirable in order to give effect to this resolution.
4. This resolution may be executed (by original or facsimile signature) in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same resolution and notwithstanding their date of execution, shall be deemed to have been executed as of the date hereof.

The undersigned, being all the shareholders of the Corporation, hereby consent to the foregoing resolution pursuant to the provisions of the *Business Corporations Act* (Ontario).