

**FORM 51-102F3**  
**MATERIAL CHANGE REPORT**

**ITEM 1. Name and Address of Company**

Cashbox Ventures Ltd. (the “**Company**”)  
2800 Park Place  
666 Burrard Street  
Vancouver, British Columbia  
V6C 2Z7

**ITEM 2. Date of Material Change**

March 2, 2023

**ITEM 3. News Release**

On March 2, 2023, a news release in respect of the material change was disseminated via Newswire. A copy was also filed under the Company’s profile on the System for Electronic Document Analysis and Retrieval (SEDAR) at [www.sedar.com](http://www.sedar.com).

**ITEM 4. Summary of Material Change**

On March 2, 2023, the Company closed its previously announced non-brokered private placement (the “**Financing**”) for gross proceeds of \$1,750,000 in connection with its proposed business combination with LiCAN Exploration Inc. (the “**Proposed Transaction**”).

**ITEM 5. Full Description of Material Change**

On March 2, 2023, the Company issued on a non-brokered, private placement basis, 17,500,000 subscription receipts (each, a “**Subscription Receipt**”) in the capital of the Company at a price of \$0.10 per Subscription Receipt (the “**Offering Price**”) for gross proceeds of \$1,750,000. Upon the satisfaction of certain escrow release conditions customary for this type of transaction, including the closing of the Proposed Transaction (the “**Escrow Release Conditions**”), each Subscription Receipt will, pursuant to its terms and pursuant to the Proposed Transaction, result in the holder thereof being issued, for no additional consideration and without any further action by its holder, one common share in the capital of the Company (as it will exist following the completion of the Proposed Transaction and after giving effect to a 10:1 consolidation of the Company’s common shares).

The gross proceeds of the Financing are being held in escrow by an escrow agent (the “**Escrow Agent**”) acceptable to the Company and LiCAN. If the Escrow Release Conditions are not satisfied prior to 5:00 p.m. (Pacific time) on the date that is 180 days following the closing date of the Financing (or such other date as may be agreed to by the Company and LiCAN) (the “**Escrow Deadline**”), the Subscription Receipts will be deemed to be cancelled and the Escrow Agent will return to the holders of Subscription Receipts an amount equal to the aggregate Offering Price of the Subscription Receipts held by them. If the Escrow Release Conditions are satisfied or waived prior to the Escrow Deadline, then the Escrow Agent will release the gross proceeds of the Financing to the Company.

Certain insiders of the Company subscribed for Subscription Receipts under the Financing, in an aggregate amount of 1,000,000 Subscription Receipts. Accordingly, the Financing constituted “related party transactions” under applicable Canadian securities laws.

In connection with the closing of the Financing, the Company paid a finder’s fee commission of \$18,000 to PI Financial Corp.

All securities issued to Canadian investors in connection with the Financing are subject to a statutory hold period of four (4) months plus one (1) day from the date of issuance in accordance with applicable securities legislation in Canada. The Company will use the proceeds of the Financing for general working capital purposes and exploration and development of its lithium property portfolio that it is acquiring in connection with the Proposed Transaction as well as to payment of certain debts.

The following supplementary information is provided in accordance with Section 5.2 of MI 61-101.

(a) A description of the transaction and its material terms:

The Company issued on a non-brokered, private placement basis, 17,500,000 Subscription Receipts at a price of \$0.10 per Subscription Receipt for gross proceeds of \$1,750,000. Upon the satisfaction of the Escrow Release Conditions, each Subscription Receipt will, pursuant to its terms and pursuant to the Proposed Transaction, result in the holder thereof being issued, for no additional consideration and without any further action by its holder, one common share in the capital of the Company (as it will exist following the completion of the Proposed Transaction and after giving effect to a 10:1 consolidation of the Company’s common shares).

The Financing constituted a “related party transaction” as such term is defined in MI 61-101 as: (i) Connor Cruise is an insider of the Company by virtue of his position as CEO, and subscribed for 500,000 Subscription Receipts; and (ii) Rocco Meliambro is an insider of the Company by virtue of his position as shareholdings, and subscribed for 500,000 Subscription Receipts.

(b) The purposes and business reason for the transaction:

To raise funds for general working capital purposes and exploration and development of its lithium property portfolio that it is acquiring in connection with the Proposed Transaction as well as to payment of certain debts.

(c) The anticipated effect of the transaction on the issuer’s business and affairs:

Upon completion of the Financing, the Company will have further working capital and funds for exploration and development of its lithium property portfolio that it is acquiring in connection with the Proposed Transaction .

(d) A description of:

i. the interest in the transaction of every interested party and of the related parties and

associated entities of the interested parties:

In connection with the Financing, 500,000 Subscription receipts were issued to Mr. Cruise, a director and Chief Executive Office of the Company, at the Offering Price.

In connection with the Financing, 500,000 Subscription receipts were issued to Mr. Meliambro, a shareholder holding greater than 10% of the issued and outstanding common shares in the capital of the Company, at the Offering Price.

- ii. the anticipated effect of the transaction on the percentage of securities of the Company, or of an affiliated entity of the Company, beneficially owned or controlled by each person or company referred to in subparagraph (i) for which there would be a material change in that percentages:

In connection with the Financing, 500,000 Subscription Receipts were issued to Mr. Cruise which are to be automatically exercised upon satisfaction of the Escrow Release Conditions. Prior to the completion of the Financing, Mr. Cruise held, directly or indirectly, 8,338,615 common shares (on a pre-consolidation basis) and convertible securities to acquire an additional 4,780,075 common shares (on a pre-consolidation basis), representing 5.6% of the common shares of the Company on an undiluted basis and 8.54% on a partially diluted basis. Upon closing of the Financing, Mr. Cruise now holds an aggregate of 8,338,615 common shares (on a pre-consolidation basis), representing 5.6% of the common shares of the Company on an undiluted basis and 11.4%% on a partially diluted basis.

In connection with the Financing, 500,000 Subscription Receipts were issued to Mr. Meliambro which are to be automatically exercised upon satisfaction of the Escrow Release Conditions. Prior to the completion of the Financing, Mr. Meliambro held, directly or indirectly, 16,250,214 common shares (on a pre-consolidation basis) and convertible securities to acquire an additional 1,015,780 common shares (on a pre-consolidation basis), representing 10.92% of the common shares of the Company on an undiluted basis and 11.53% on a partially diluted basis. Upon closing of the Financing, Mr. Meliambro now holds an aggregate of 16,250,214 common shares (on a pre-consolidation basis), representing 10.92% of the common shares of the Company on an undiluted basis and 14.39%% on a partially diluted basis.

- (e) Unless this information will be included in another disclosure document for the transaction, a discussion of the review and approval process adopted by the board of directors and the special committee, if any, of the issuer for the transaction, including a discussion of any materially contrary view or abstention by a director and any material disagreement between the board and the special committee:

The Financing was approved by the Company's Board of Directors, and there was no materially contrary view or abstention by any director in approving the Financing (except for abstentions required in accordance with applicable corporate laws governing conflicts of interest). In connection with the Financing, the insiders participating in the Financing entered into subscription agreements with the Company containing customary provisions, and on the same terms as the arm's length subscribers under the Financing.

- (f) A summary in accordance with section 6.5 of MI 61-101, of the formal valuation, if any, obtained for the transaction, unless the formal valuation is included in its entirety in the material change report or will be included in its entirety in another disclosure document for the transaction:

Not applicable.

- (g) Disclosure, in accordance with section 6.8 of MI 61-101, of every prior valuation in respect of the issuer that relates to the subject matter of or is otherwise relevant to the transaction:

- i. that has been made in the 24 months before the date of the material change report:

Not applicable.

- ii. the existence of which is known, after reasonable enquiry, to the Company or to any director or officer of the Company:

Not applicable.

- (h) The general nature and material terms of any agreement entered into by the Company, or a related party of the Company, with an interested party or a joint actor with an interested party, in connection with the transaction:

The Company did not enter into any agreement with an interested party or a joint actor with an interested party in connection with the Financing. To the Company's knowledge, no related party to the Company entered into any agreement with an interested party or a joint actor with an interested party, in connection with the Financing.

- (i) Disclosure of the formal valuation and minority approval exemptions, if any, on which the issuer is relying under sections 5.5 and 5.7 of MI 61-101 respectively, and the facts supporting reliance on the exemptions:

The Company is relying on the exemptions from the formal valuation and minority approval requirements found in sections 5.5(a) and 5.7(1)(a) of *Multilateral Instrument 61-101 – Protection of Minority Securityholders in Special Transactions*, as the fair market value of the Financing (in so far as they involved insiders of the Company) was not more than 25% of the Company's market capitalization.

The Company did not file a material change report in respect of the related party transaction at least 21 days before the announcement of the Financing, which the Company deems reasonable in the circumstances in order to enter into the Financing in an expeditious manner.

**ITEM 6. Disclosure for Restructuring Transactions**

Not applicable.

**ITEM 6. Reliance on Subsection 7.1(2) of National Instrument 51-102**

Not applicable.

**ITEM 7. Omitted Information**

None.

**ITEM 8. Executive Officer**

Connor Cruise, Chief Executive Officer, +1 (236) 547 7463

**ITEM 9. Date of Report**

March 10, 2023