

SECOND AMENDMENT AGREEMENT

THIS AGREEMENT (the “**Second Amendment Agreement**”) is made effective the 31st day of May, 2024

AMONG:

BATTERY X METALS INC., a corporation existing under the laws of the Province of British Columbia and having a registered office at 1500 - 701 West Georgia Street, Vancouver, British Columbia, V7Y 1C6, Canada

(the “**Purchaser**”)

- and -

LI-ION BATTERY RENEWABLE TECHNOLOGIES INC. a corporation existing under the laws of the Province of British Columbia and having a registered office at 800 - 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1, Canada

(“**LIBRT**”)

-and-

The shareholders and future shareholders of LIBRT set out on the signature page hereof (which shareholders are collectively referred to as the “**Shareholders**”, and individually as a “**Shareholder**”)

WHEREAS:

- A. The Purchaser, LIBRT and the Shareholders (collectively, the “**Parties**”) entered into a Share Exchange Agreement made effective as of April 10, 2024, as amended by an amendment agreement dated May 1, 2024 (together, the “**Share Exchange Agreement**); and
- B. The Parties wish to enter into this Second Amendment Agreement to amend certain provisions in the Share Exchange Agreement.

PART 1

INTERPRETATION

- 1.1 Unless otherwise defined herein, all capitalized terms used in this Second Amendment Agreement will have the meanings ascribed to them in the Share Exchange Agreement.

PART 2

AMENDMENTS

- 2.1. The Share Exchange Agreement is hereby amended by deleting section 2.05(a) in its entirety, and replacing it with the following:

“The Parties acknowledge and agree that all Consideration Shares will be subject to a restrictive legend of four months and one day from the Closing Date and all share certificates or DRS statements, as applicable, will be legended with such restrictions.”

PART 3

GENERAL

- 3.1. All other provision of the Share Exchange Agreement shall remain in effect unamended.
- 3.2. This Second Amendment Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and is to be treated in all respects as a British Columbia contract.
- 3.3. Time will be of the essence in this Second Amendment Agreement and every part of it.
- 3.4. This Second Amendment Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered will be deemed an original and all of which counterparts together will be deemed to constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF this Second Amendment Agreement has been executed by the parties hereto on the date first above written.

BATTERY X METALS INC.

LI-ION BATTERY RENEWABLE TECHNOLOGIES INC.

Per: "Mark Brezer"
Name: Mark Brezer
Title: CEO

Per: "Signed"
Name: [REDACTED]
Title: [REDACTED]

SHAREHOLDERS OF LIBRT:

"Signed"
[REDACTED]

"Signed"
[REDACTED]

"Signed"
[REDACTED]

"Signed"
[REDACTED]

"Signed"
[REDACTED]

"Signed"
[REDACTED]

[REDACTED]
Per:

[REDACTED]
Per:

"Signed"
Authorized Signatory
Name: [REDACTED]

"Signed"
Authorized Signatory
Name: [REDACTED]

[REDACTED]
Per:

[REDACTED]
Per:

"Signed"
Authorized Signatory
Name: [REDACTED]

"Signed"
Authorized Signatory
Name: [REDACTED]

[REDACTED]
Per:

"Signed"
Authorized Signatory
Name: [REDACTED]

"Signed"
[REDACTED]