

February 8, 2023

1000333018 ONTARIO CORP.
[REDACTED]
[REDACTED]

Attention: Suzette Ramcharan

Dear Sirs:

Re: Letter of intent with respect to the acquisition of mineral claims (the “Claims”) owned by 1000333018 ONTARIO CORP.

This letter of intent (this “**LOI**”) sets out the basic terms upon which Quantum Battery Metals Corp. (“**Quantum**”) would be prepared to obtain from 1000333018 ONTARIO CORP. (“**3018**”) an option to acquire 100% of 3018’s right, title and interest in and to the Claims (the “**Property**”) as described in Schedule A (the “**Transaction**”). The terms are not comprehensive and additional terms, including customary representations and warranties, will be incorporated into a definitive agreement (the “**Definitive Agreement**”) to be negotiated by Quantum and 3018 (each, a “**Party**” and, together, the “**Parties**”). This LOI will be superseded in its entirety by the Definitive Agreement. The basic terms are as follows:

1. Quantum: Quantum is a company existing under the laws of the Province of British Columbia and is a reporting issuer in the Provinces of British Columbia, Alberta, and Ontario. The common shares of Quantum (each, an “**Quantum Share**”) are listed on the Canadian Securities Exchange (the “**CSE**”) under the symbol “QBAT”.
2. 3018: 3018 is a company existing under the laws of the Province of **Ontario**.
3. Structure: In order to facilitate the Transaction, the Parties agree to use their commercial best efforts to formulate a structure for the Transaction which is acceptable to each of the Parties and which is formulated to:
 - (a) comply with all necessary legal and regulatory requirements;
 - (b) minimize or eliminate any adverse tax consequences; and
 - (c) be as cost effective as possible.
4. Definitive Agreement: The Parties will enter into the Definitive Agreement on or prior to March 31, 2023 (the “**Expiry Date**”), which Definitive Agreement will, upon execution, replace and supersede this LOI. No Party shall be required to continue negotiating with the other Party if a Definitive Agreement has not been agreed to by such date. The Parties acknowledge that the Definitive Agreement will contain the covenants and conditions set out herein and additional representations, warranties and terms that are normally included in transactions similar to those contemplated by the Transaction.

5. Transfer of Title to Property: Upon Quantum fulfilling its obligations of Section 15, “**Definitive Agreement**”, 3018 will convey and transfer 100% of the right, title and interest in and to the Property to Quantum free and clear of all claims, liens, charges and encumbrances and deliver to Quantum, or such person(s) as Quantum directs, duly executed transfers of the Claims in the form required under the laws of the applicable jurisdiction to transfer the Claims to Quantum.
6. Escrow, Holds, or Pooling of Shares: All Quantum Shares issued by Quantum to 3018 may be subject to the terms of escrow or holds, as may be required by the CSE.
7. Existing Royalty: The Property is subject to an existing 5% net smelter returns royalty which will flow with the Property and become an obligation of Quantum on exercise of the Option.
8. Activities During the Period of Contract: Quantum shall have the exclusive right to manage and operate all work programs carried out on the Property for so long as the Definitive Agreement is in force and all work programs shall be in the sole discretion of Quantum. For so long as the Definitive Agreement is in force, Quantum and its employees, representatives, agents and independent contractors shall have the right:
 - (a) to access all information in the possession or control of 3018 relating to prior operations on the Property, including all geological, geophysical and geochemical data and drill results;
 - (b) to enter upon the Property and carry out such exploration and development work thereon and thereunder as Quantum considers advisable, including removing material from either of the Property for the purpose of testing; and
 - (c) to bring upon and erect upon the Property such structures, machinery, equipment, facilities and supplies as Quantum considers advisable.
9. Maintenance of the Claims: Until the exercise or termination of the Option, unless otherwise agreed between the Parties, Quantum will maintain the Property in good standing by the payment of all fees, taxes and rentals and the performance of all other required actions in order to keep the Claims in good standing, and in each year will file all work performed during the year as assessment work applicable to maintaining the Claims in good standing. The Parties agree that neither Party may abandon or transfer any mineral claims comprising the Property without the consent of the other Party.
10. Obligation on Termination of Option: In the event that Quantum determines, at any time, to terminate the Option, Quantum will be responsible for ensuring that at least 1 year of assessment work has been filed and applied with respect to the Claims.
11. Access to Property and Information: During the term of the Option, 3018 will have access to the Property, subject to providing Quantum with 14 days prior notice of any request for access, at all reasonable times, for the purpose of inspecting the work being done by Quantum, provided such inspection does not unduly interfere with any work being carried out by or on behalf of Quantum.
12. Confidentiality: Except as and to the extent required by law, neither Party will disclose or use, and will direct its respective officers, directors, employees, representatives (including any financial or other advisers) and agents, or any affiliate thereof (each, a “**Representative**”), not to disclose or

use any Confidential Information (as defined below) with respect to the other Party furnished, or to be furnished, by either Party or their respective Representatives to the other Party or its Representatives at any time or in any manner other than as may be agreed to by the disclosing Party. For purposes of this Section 12, “**Confidential Information**” means any confidential information about a Party unless: (a) such information becomes publicly available through no fault of the receiving Party or its Representatives; (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Transaction; or (c) the furnishing or use of such information is required by, or necessary in connection with, legal proceedings. Upon the written request of a disclosing Party, the receiving Party will promptly return or destroy any Confidential Information in its possession with respect to the disclosing Party and certify in writing to the disclosing Party that it has done so.

13. Disclosure: Except as and to the extent required by law, without the prior written consent of the other Party, neither Party will, and each will direct its Representatives not to, make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding, a possible transaction between the Parties or any of the terms, conditions or other aspects of the transactions proposed in this LOI or with respect to the Property. If a Party is required by law to make any such disclosure, it must, at least one business day prior to any such disclosure, provide the other Party with written notice of the content of the proposed disclosure, the reason that such disclosure is required by law, and the time and place that the disclosure will be made. Notwithstanding the foregoing, the Parties agree to periodically report the results of any exploration conducted on the Property, provided that the contents of any such news release are approved by both Parties prior to dissemination.
14. Expenses: Each of the Parties will be responsible for and bear all of its own costs and expenses (including any Representative’s, broker’s or finder’s fees and/or expenses) incurred at any time in connection with pursuing or consummating the Transaction.
15. Definitive Agreement: Upon execution of this LOI, Quantum’s legal counsel will prepare a draft of the Definitive Agreement for the Parties’ review.
16. CSE Approval: This LOI and the Definitive Agreement may be subject to the approval of the CSE.
17. Standstill: From the date of execution of this LOI until completion of the Transaction contemplated herein or the earlier termination hereof, the Parties will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of any of the Parties to, any person, entity or group in connection with the acquisition or distribution of any securities of the Parties, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets or part thereof, unless such action, matter or transaction is part of the Transaction contemplated in this LOI or is satisfactory to, and is approved in writing in advance by the other Party hereto (with such approval not being unreasonably withheld or delayed) or is necessary to carry on the normal course of a Party’s business.

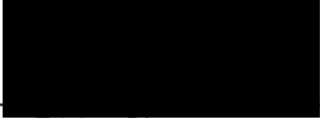
18. Termination: This LOI may be terminated by mutual written agreement of the Parties. Unless otherwise agreed in writing by the Parties, this LOI shall terminate without further notice or agreement in the event that:
- (a) the Transaction is rejected by the CSE and all recourse or rights of appeal have been exhausted; or
 - (b) the Definitive Agreement is not executed on or prior to October 7th, 2016, or such later date as may be approved in writing by the Parties.
19. Not a Binding Agreement: This LOI does not create a binding contract and will not be enforceable, except in respect of the obligations set out in Sections 4, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24 and 25 (collectively, the “**Binding Provisions**”). The Binding Provisions will automatically terminate upon termination of this LOI, provided, however, that the termination of the Binding Provisions will not affect the liability of a Party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the Parties will have no further obligations hereunder, except for the obligations in Sections 4, 12, 13, 14, 19, 21, 22 and 24, which will survive any such termination.
20. Notice: Any notice required or permitted to be given under this LOI will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the address of the applicable Party set out on the first page of this LOI, or to such other address as a Party may specify by notice in writing to the other Party in accordance with this Section 20. Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered or, if such day is not a business day, on the next following business day. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting, but if, at the time of posting or between the time of posting and the third business day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.
21. Currency: Unless otherwise indicated, all references to “\$” in this LOI refer to currency of Canada.
22. Proper Law: This LOI will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the exclusive jurisdiction of the courts of competent jurisdiction of the Province of British Columbia in any proceeding hereunder.
23. Counterparts and Electronic Means: This LOI may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this LOI by email or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this LOI as of the date of successful transmission.
24. No Liability: Except as specified in Section 19, the provisions of this LOI do not constitute, and will not give rise to, any legally binding obligation on the part of either Party. Moreover, except as expressly provided in the Binding Provisions (or as expressly provided in any binding written

agreement that the Parties may enter into in the future), no past or future action, course of conduct or failure to act relating to the Transaction, or relating to the negotiation of the terms of the Transaction or the Definitive Agreement, will give rise to, or serve as a basis for, any obligation or other liability on the part of the Parties.

25. **Acceptance:** By our issuance of this LOI to you, we confirm our acceptance of the terms and conditions contained herein. If you are agreeable to these terms, please sign and return a duplicate copy of this LOI by no later than by 5:00 p.m. (Vancouver time) on February 15, 2023. Email or other electronic transmission is acceptable.

Yours truly,

QUANTUM BATTERY METALS CORP.

By: 
Von Torres, Director

The above terms are agreed and accepted this _____ day of _____, 2023.

1000333018 ONTARIO CORP.

By: 
Name: Suzette Ramcharan
Title: Director

SCHEDULE A LOCATION OF THE PROPERTY

