LITHIUMBANK RESOURCES CORP.
(the “Company”)

FORM 51-102F6V
Statement of Executive Compensation – Venture Issuers
For the Year Ended September 30, 2025

The following disclosure sets forth the compensation paid, awarded, granted, given or otherwise provided to each named executive officer and director for the most recently completed financial year.

"**Named Executive Officer**" (or "**NEO**") means each of the following individuals:

(a) the CEO;

(b) the CFO;

(c) the most highly compensated executive officer of the Company, including any of its subsidiaries, or the most highly compensated individual acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than $150,000 for that financial year; and

(d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity.

For the financial year ending September 30, 2025, the Company had the following Named Executive Officers: Robert Shewchuk, CEO and President, Ann Fehr, CFO and Corporate Secretary, Kevin Piepgrass, COO, Jonathan LaMothe, Vice President of Exploration and Paul Matysek, Executive Chairman.

Director and NEO Compensation, Excluding Compensation Securities

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Company to each NEO and director of the Company, current or former, for the completed financial years ended September 30, 2025 and September 30, 2024:

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission	Bonus (10)	Committee or Meeting Fees	Value of Prerequisites	Value of All Other Compensation	Total Compensation
Robert Shewchuk CEO, President & Director	2025 2024	$264,000 (1) $264,000 (1)	Nil $287,500	Nil Nil	Nil Nil	Nil Nil	$264,000 $551,100
Ann Fehr CFO and Corporate Secretary	2025 2024	$144,000 (2) $122,000 (2)	Nil $35,000	Nil Nil	Nil Nil	Nil Nil	$144,000 $157,000

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission	Bonus (10)	Committee or Meeting Fees	Value of Prerequisites	Value of All Other Compensation	Total Compensation
Kevin Piepgrass COO	2025 2024	$216,000 (3)(4) $209,000 (3)(4)	Nil $25,000	Nil Nil	Nil Nil	Nil Nil	$216,000 $234,000
Jonathan LaMothe Vice President of Exploration	2025 2024	$180,000(5) $170,000(5)	Nil $20,000	Nil Nil	Nil Nil	Nil Nil	$180,000 $190,000
Paul Matysek (6)Director and Executive Chairman	2025 2024	$264,000 (7) $264,000 (7)	Nil $768,800	Nil Nil	Nil Nil	Nil Nil	$264,000 $1,032,800
Steven Piepgrass Director	2025 2024	Nil Nil	Nil Nil	$36,000 $60,000	Nil Nil	Nil Nil	$36,000 $60,000
Christopher Murray Director	2025 2024	Nil Nil	Nil Nil	$36,000 $60,000	Nil Nil	Nil Nil	$36,000 $60,000
Ekaterina Zotova Director	2025 2024	Nil Nil	Nil Nil	$36,000 $60,000	Nil Nil	Nil Nil	$36,000 $60,000
Gianni Kovacevic (8) Former Director	2025 2024	Nil $35,000 (9)	Nil $33,500	Nil $35,000	Nil Nil	Nil Nil	Nil $103,500

(1) Mr. Shewchuk entered into a new management services agreement with the Company on February 1, 2023, as amended February 1, 2024, which replaced the prior consulting agreement in its entirety and the monthly fee was increased to $22,000. See "*Executive Compensation – Employment, Consulting and Management Agreements – Shewchuk Management Services Agreement*" for more information.

(2) These amounts were paid to Fehr & Associates for the outsourced services pursuant to the engagement letter between Fehr & Associates and the Company dated October 1, 2020 and amended February 1, 2024. After February 1, 2024 the fixed monthly fee was increased to $12,000 per month for CFO, administration and bookkeeping costs. See "*Executive Compensation – Employment, Consulting and Management Agreements – Fehr & Associated Engagement Letter*" for more information.

(3) Paid to 90th Capital Corp., a company wholly owned by Kevin Piepgrass for management and geological consulting fees.

(4) The Company entered into a management services agreement with 90th Capital Corp., a company controlled by Kevin Piepgrass, COO, for geological consulting fees of $16,250 starting February 1, 2022. Effective February 1, 2024, the monthly consulting fee was increased to $18,000. See *"Executive Compensation – Employment, Consulting and Management Agreements – 90th Capital Corp. Consulting Agreement"* for more information.

(5) Mr. LaMothe entered into a consultancy agreement with the Company on February 1, 2022, as amended February 1, 2024, which replaced the prior consultancy agreement in its entirety and the monthly fee was increased to $15,000. See *"Executive Compensation – Employment, Consulting and Management Agreements – LaMothe Consulting Agreement" for more information.*

(6) Appointed as director on January 20, 2022; appointed as Executive Chairman on January 27, 2023.

(7) The Company entered into a management services agreement with Bedrock Capital Corporation, a company controlled by Paul Matysek, Executive Chair of the Company, on February 1, 2023 and amended February 1, 2024. The monthly base fee payable under the agreement is $22,000. See *"Executive Compensation – Employment, Consulting and Management Agreements – Bedrock Agreement"* for more information.

(8) Resigned as a director on April 25, 2024.

(9) These amounts are paid to Kovacevic Consulting Inc., a company owned by Mr. Kovacevic for consulting fees and comprise of a monthly fee of $5,000 from March 31, 2022 to April 2024.

(10) Employees of the Company, including Named Executive Officers, are entitled to the benefit of short-term incentive compensation dependent on Compensation Committee and Board approval. Cash awards are designed to award short term achievement of the Company as well as the completion of significant milestones and are dependent on corporate performance and consideration of the overall

compensation package. They are granted at the discretion of the Compensation Committee and the Board. Bonus payments made during the year ended September 30, 2024 were based on the Company's performance objectives and individual milestones withing the management agreements. During the year the Company accomplished all of its goals in the continued derisking of its two principal projects Boardwalk and Park Place. This included successfully purchasing and redrilling an existing oil well which resulted in confirming a material increase in richness, size and level of certainty of the lithium brine resource at Boardwalk. These findings were reflected in a significant update to the 43-101 report for Boardwalk. The Company published its first 43-101 report on Park Place (which until the update Boardwalk results) reflects the richest and largest lithium brine resource in Alberta and now collectively with Boardwalk put the Company among the top holders of lithium brine resources in North America. The Company also sold a property in Saskatchewan for a significant profit.

External Management Companies

Other than as disclosed under the heading "*Employment, Consulting and Management Agreements*", the Company has not entered into any agreement with any external management company that employs or retains one or more of the NEOs or directors and, other than as disclosed below, the Company has not entered into any understanding, arrangement or agreement with any external management company to provide executive management services to the Company, directly or indirectly, in respect of which any compensation was paid by the Company.

Stock Options and Other Compensation Securities

There were no compensation securities granted or issued to Named Executive Officers and directors during the year ended September 30, 2025.

Exercise of Compensation Securities by Directors and NEOs

There were no compensation securities exercised by directors or Named Executive Officers during the most recently completed financial year ending September 30, 2025.

Stock Option Plans and Other Incentive Plans

The shareholders approved the Company's "fixed up to 20%" stock option plan (the "**Plan**") at the annual general and special meeting of the Company on April 27, 2023.

The Plan complies with Exchange Policy 4.4 – *Security Based Compensation* ("**Policy 4.4**"). A summary of the Plan is provided below and should be read in conjunction with the Plan. Please refer to Schedule C in the Company's management information circular for its annual and general meeting held March 28, 2023, which is available on the Company's profile at www.sedarplus.ca, for full text of the Plan. This summary is qualified in its entirety by the full text of the Plan. Unless otherwise specified, all capitalized terms used in the following summary have the same meanings as those given to such terms in the Plan.

The purpose of the Plan is to give to directors, officers, employees, management company employees, consultants and Eligible Charitable Organizations (as such term is defined in Policy 4.4) of the Company and its subsidiaries (collectively "**Eligible Persons**"), as additional compensation, the opportunity to participate in the success of the Company by granting to such Eligible Persons stock options ("**Options**"), exercisable over a period of up to ten (10) years as determined by the Board, to buy Shares of the Company at a price not less than the Market Price (as defined herein) prevailing on the date the Option is granted less applicable discount, if any, permitted by the policies of the

Exchange and approved by the Board. The general terms and conditions of the Plan are reflected in the disclosure below.

Summary of the Option Plan

Under the Plan, Options will be exercisable for a period set by the Board at the time of the grant of such options, but subject to the terms of the Plan, and shall not be exercisable for a period over 10 years after the date of grant. The options are required to have an exercise price no less than the closing market price of the Company's Shares on the day on which the Company announces the grant of options (the "**Market Price**"), less the applicable discount, if any, permitted by the policies of the Exchange and approved by the Board or, if the Shares are not listed on any stock exchange, less 25%.

The maximum aggregate number of Shares that are issuable pursuant to stock options granted or issued under the Plan shall be 7,700,000 Shares, or such additional amount as may be approved from time to time by the Shareholders and the Exchanges, as applicable. The maximum aggregate number of Shares that are issuable pursuant to security based compensation granted or issued under the Plan and all of the Company's other previously established or proposed security based compensation plans (to which the following limits apply under Exchange policies):

(a) to Insiders (as a group) shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis at any point in time, unless the Company has obtained the requisite disinterested Shareholder approval pursuant to applicable Exchange policies;

(b) to Insiders (as a group) in any 12-month period shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested Shareholder approval pursuant to applicable Exchange policies;

(c) to any one person (including, where permitted under applicable policies of the Exchanges, any companies that are wholly owned by such person) in any 12-month period shall not exceed 5% of the total number of issued and outstanding Shares on a non-diluted basis on the grant date, unless the Company has obtained the requisite disinterested Shareholder approval pursuant to applicable Exchange policies;

(d) to any one consultant in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the grant date;

(e) to Investor Relations Service Providers (as a group, as such term is defined in Policy 4.4) in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the grant date, and Investor Relations Service Providers shall not be eligible to receive any security based compensation other than stock options if the Shares are listed on the Exchange at the time of any issuance or grant; and

(f) to Eligible Charitable Organizations (as a group) shall not exceed 1% of the total number of issued and outstanding Shares on a non-diluted basis on the grant date.

Employment, Consulting and Management Agreements

As of the date hereof, other than as described below, the Company does not have any contract, agreement, plan or arrangement under which compensation was during the most recently completed financial year or is payable in respect of services provided to the Company or any of its subsidiaries that were performed by a director or NEO or by any other party but are services typically performed by a director or NEO, or under which the Company provides for payments to the NEOs at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in a director or Named Executive Officer's responsibilities.

Shewchuk Consulting Agreement

The Company and Robert Shewchuk entered into a consulting agreement dated May 1, 2021, as amended on February 1, 2022, pursuant to which Mr. Shewchuk agreed to act as the Chief Executive Officer of the Company and in consideration thereof, the Company agreed to pay Mr. Shewchuk a fee of $13,750 per month, which amount increased to $17,188 commencing February 2022. The agreement had a term of 12 months (until April 30, 2022), subject to earlier termination as provided therein and contained standard confidentiality and termination provisions. Additionally, either the Company or Mr. Shewchuk were entitled to terminate the agreement upon providing 30 days written notice to the other party. Under this consulting agreement, Mr. Shewchuk agreed to indemnify the Company for wrongful acts or omissions, for any breach of the agreement and with respect to all tax related liability. The consulting agreement was terminated upon the Company entering into the Management Services Agreement with Mr. Shewchuk on February 1, 2023, discussed below.

Shewchuk Management Services Agreement

The Company and Mr. Shewchuk entered into a Management Services Agreement on February 1, 2023, as amended February 1, 2024 (the "**Shewchuk Agreement**"), pursuant to which Mr. Shewchuk has agreed to provide CEO services. In consideration for providing such CEO services, Mr. Shewchuk receives a base monthly fee of $22,000 (the "**Shewchuk Base Fee**"), and is also eligible to receive an incentive bonus upon the satisfaction of specific milestones as may be determined by the Board and the Compensation Committee. If the Shewchuk Agreement is terminated by the Company "not for cause" (as such term is defined in the Shewchuk Agreement), the Company will pay Mr. Shewchuk a termination fee equal to eighteen (18) months of the Shewchuk Base Fee. In the event of a "Change of Control" (as such term is defined in the Shewchuk Agreement), the Company will pay Mr. Shewchuk a termination fee equal to twenty-four (24) months of the Shewchuk Base Fee, plus any bonuses earned in the twelve (12) months prior to the date of termination. The Shewchuk Agreement contains standard confidentiality provisions.

Fehr & Associates Engagement Letter

The Company entered into an engagement letter with A. Fehr & Associates Ltd., ("**F&A**") on October 1, 2020, pursuant to which F&A has agreed to provide full outsourced accounting and administrative services for the Company, as set out therein, which included Chief Financial Officer ("CFO") and Corporate Secretary responsibilities. The fees payable under the agreement are based on the time and degree of responsibility and skill required for each task. Hourly fees are paid for financial reporting quarterly and tax return work annually. On February 1, 2024 the F&A engagement letter was amended to a fixed monthly fee to $12,000 for CFO and book-keeping services and to include a "Change of Control" termination (as such term is defined in the engagement letter). The Company shall pay F&A a break fee in the form of a lump sum payment equivalent to a eighteen (18) months period fee as described in the engagement letter plus all bonuses paid in the prior twelve (12) months under the engagement letter, and any other compensation earned up to the date of termination, including any unreimbursed expenses.

90th Capital Corp. Consulting Agreement

The Company entered into a consultancy agreement effective February 1, 2022, as amended February 1, 2024 (the "**90th Capital Corp. Agreement**"), with 90th Capital Corp., a company wholly owned by Kevin Piepgrass pursuant to which Mr. Piepgrass has agreed to act as the Chief Operating Officer of the Company in consideration of a fee of $18,000 ($16,250 per month prior to February 1, 2024). The Company may terminate the 90th Capital Corp. Agreement: (i) without notice in the event of serious misconduct, as detailed in the 90th Capital Corp. Agreement; (ii) by providing 30 days written notice and paying Mr. Piepgrass 12 months' compensation, payable as a lump sum payment. In the event the Company undergoes a takeover, merger, joint venture, or change of management, Mr. Piepgrass may terminate the 90th Capital Corp. Agreement with 4 weeks' notice and is entitled to receive eighteen (18) months' compensation. Additionally, Mr. Piepgrass may terminate the 90th Capital Corp. Agreement anytime by providing 4 weeks' written notice. The 90th Capital Corp Agreement contains standard confidentiality provisions. Additionally, during the term of the 90th Capital Corp. Agreement and for a period of 12 months following termination of the 90th Capital Corp. Agreement, Mr. Piepgrass has agreed not to: (a) solicit the custom of, or accept or carry out any work for any of the clients, customers or suppliers of the Company; or (b) employ or engage any person who was or in the 12 months prior to the expiry of the term an employee, agent or contractor of the Company; or (c) engage in the process of staking claims of any kind personally or on behalf of any other party within a distance of 200 kilometers of any of the Company's properties, claims, leases or permits. Mr. Piepgrass has agreed to indemnify the Company for any claims resulting from his negligence. The amended agreement includes an "achievements bonuses" provision.

LaMothe Consulting Agreement

The Company entered into a consultancy agreement with Jonathan LaMothe on February 1, 2022, as amended February 1, 2024 pursuant to which Mr. LaMothe agreed to act as the VP Exploration of the Company in consideration of a fee of $15,000 ($12,500 per month prior to February 1, 2024). Mr. LaMothe is also eligible to receive an additional bonus upon the satisfaction of company-related milestones. In the event of a "Change of Control" (as such term is defined in the consultancy agreement), the Company will pay Mr. LaMothe a termination fee equal to eighteen (18) months of the compensation.

Bedrock Agreement

The Company entered into Management Services Agreement effective February 1, 2023, as amended February 1, 2024 (the "**Bedrock Agreement**"), with Bedrock Capital Corporation ("**Bedrock**") pursuant to which Bedrock designated Paul Matysek to perform its obligations under the Bedrock Agreement and act as Executive Chair of the Company. Bedrock is controlled by Mr. Matysek.

Bedrock is compensated a base monthly fee of $22,000 (the "**Bedrock Base Fee**"). Bedrock is also eligible to receive an incentive bonus upon the satisfaction of specific milestones as may be determined by the Board and the Compensation Committee. A signing bonus of $85,000 was paid to Mr. Matysek in order to obtain the services of an experienced leader who has a long and successful track record of realizing significant value for shareholders through derisking projects and achieving material realization through sale transactions. If the Bedrock Agreement is terminated by the Company "not for cause" (as such term is defined in the Bedrock Agreement), the Company will pay Bedrock a termination fee equal to eighteen (18) months of the Bedrock Base fee. In the event of a "Change of Control" (as such term is defined in the Bedrock Agreement), the Company will pay Bedrock a termination fee equal to twenty-four (24) months of the Bedrock Base Fee, plus any bonuses earned in the twelve (12) months prior to the date of termination. Bedrock agreement contains standard confidentiality provisions.

Performance Based Compensation

For the two most senior executives bonuses are based on specified operational, financing and share performance metrics as a percentage of base salary. In addition, Mr. Matysek may earn bonuses related to the completion of material value-creating transactions. For other officers, bonuses are at the discretion of the Board.

Oversight and Description of Director and NEO Compensation

In addition to the Company's audit committee described further below, the Company has established a compensation committee (the "**Compensation Committee**") comprised of the following three directors: Christopher Murray (Chair), Paul Matysek and Steven Piepgrass. All compensation matters are dealt with by the Company's Board, based upon recommendations by the Compensation Committee. The Compensation Committee reviews and makes recommendation to the Board regarding the corporate goals and objectives, performance and compensation of the Chief Executive Officer and Executive Chair on an annual basis. Compensation includes salary, bonuses, stock options, benefits and perquisites. The Compensation Committee is also responsible for reviewing and, as appropriate, approving the recommendations of the CEO regarding:

- compensation of the senior officers of the Company that report to the CEO;
- the compensation policy of the Company, including internal structure, annual review and relationship to market levels and changes;
- significant changes in Company's benefit plan and human resources policies; and
- issuance of stock options to employees, consultants, directors, independent contractors and other insiders.

Pension Disclosure

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.