**JV INTEREST PURCHASE AGREEMENT**

**made among**

**IBERAMERICAN LITHUM CORP.**

**and**

**STRATEGIC MINERALS EUROPE CORP.**

**and**

**STRATEGIC MINERALS SPAIN S.L.U.**

**and**

**STRATEGIC MINERALS EUROPE INC.**

**Effective September 28, 2023**

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**JV INTEREST PURCHASE AGREEMENT**

**THIS AGREEMENT** is effective as of the 27th day of September, 2023

AMONG:

**IBERAMERICAN LITHIUM INC.**, a corporation existing under the laws of the Province of Ontario,

(the "**Purchaser**")

AND:

**STRATEGIC MINERALS EUROPE INC.**, a corporation existing under the laws of the Province of Ontario,

(the "**Seller**")

AND:

**STRATEGIC MINERALS SPAIN, S.L.U.**, a company organized under the laws of Spain,

("**SMS**")

AND:

**STRATEGIC MINERALS EUROPE CORP.**, a corporation existing under the laws of the Province of Ontario,

(the "**Parent**")

**WHEREAS:**

A. on December 28, 2022, the Purchaser, the Seller and SMS entered into an option and joint venture agreement (the "**Option Purchase Agreement**") pursuant to which the Purchaser acquired an option to acquire 70% of the outstanding shares in the capital of IberAmerican Lithium Spain S.L. ("**Lithium HoldCo**") from the Seller (the "**70% Interest**"), which option was exercised by the Purchaser on December 28, 2022, resulting in the Purchaser acquiring the 70% Interest;

B. the 70% Interest acquired by the Purchaser is held, and will continue to be held, in trust by the Seller until such time as SMS transfers all of its rights, title and interest in the Lithium Project (as hereinafter defined) to Lithium HoldCo;

C. at the time of the execution of the Option Purchase Agreement and as at the date of this Agreement, SMS owns and controls the Lithium Project subject to the terms of a joint venture agreement dated December 28, 2022 (the "**JV Agreement**") among the Purchaser, the Seller and SMS, pursuant to which, among other things, the Seller holds the Purchaser's 70% Interest in trust for the Purchaser;

D. pursuant to the Option Purchase Agreement, SMS has agreed, upon the grant of the Lithium Permits (as hereinafter defined), to transfer all of its rights, title and interest in the Lithium Project to Lithium HoldCo;

E. the Purchaser wishes to acquire from the Seller and the Seller wishes to sell to the Purchaser the remaining 30% of the outstanding Lithium HoldCo Shares (the "**30% Interest**") held by the Seller, pursuant to the terms and subject to the conditions contained herein; and

F. upon the acquisition by the Purchaser of the 30% Interest, certain agreements and arrangements regarding the Joint Venture (as hereinafter defined) in respect of the exploration, development, exploitation and operation of the Lithium Project will be terminated or modified, as detailed herein.

**NOW THEREFORE**, in consideration of the premises and the mutual agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties agree as follows:

## ARTICLE 1
## INTERPRETATION

### 1.1 Definitions

(1) The following capitalized words and phrases when used herein have the following meanings:

(a) "**30% Interest**" has the meaning ascribed thereto in the recitals to this Agreement.

(b) "**70% Interest**" has the meaning ascribed thereto in the recitals to this Agreement.

(c) "**Affiliate**" means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

(d) "**Agreement**" means this JV interest purchase agreement, including the recitals, schedules and appendices hereto, as may be amended in writing from time to time.

(e) "**Applicable Canadian Securities Laws**" means all applicable securities, stock exchange, corporate and other laws in Canada and all rules, regulations, notices, policies, instruments, blanket orders and rulings in Canada or adopted by the securities commissions or similar regulatory authorities in the provinces of Canada.

(f) "**Applicable Laws**" means any law, legislation, statute, ordinance, code, order, decree, directive, judgment, award, decision, injunction, licence, permit, approval, rule, regulation and any interpretation of or determination in respect of any of the foregoing by any Governmental Entity having jurisdiction over the matter in question.

(g) "**Assets**" has the meaning ascribed to it in Section 3.1(8).

(h) "**Authorization**" means, with respect to any person, any authorization, order, permit, approval, grant, licence, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, or by-law, rule or regulation of any Governmental Entity, whether or not having the force of law, having jurisdiction over such person.

(i) "**Benefit Plans**" means all compensation, bonus, deferred compensation, incentive compensation, share purchase, share appreciation, share option, vacation pay, hospitalization or other medical, health and welfare benefits, life or other insurance, dental, eye care, disability, salary continuation, supplemental unemployment benefits, profit-sharing, mortgage assistance, employee loan, employee discount, employee assistance, counselling, pension, retirement or supplemental retirement benefit plan, arrangement or agreement, including any defined benefit or defined contribution pension plan and any group registered retirement savings plan, and any other similar employee benefit plan, arrangement or agreement, whether oral or written, formal or informal, funded or unfunded, including policies with respect to holidays, sick leave, long-term disability, vacations, expense reimbursements and automobile allowances and rights to company-provided automobiles, that are sponsored or maintained or contributed to or required to be contributed to by Lithium HoldCo, for the benefit of any of the employees, former employees or beneficiaries of any of them, whether or not insured and whether or not subject to any Applicable Law, except that the term "**Benefit Plans**" shall not include any statutory plans with which Lithium HoldCo is required to comply.

(j) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business.

(k) "**Business Day**" means any day which is not a Saturday or Sunday on which commercial banks are open for business in Toronto, Ontario and Madrid, Spain.

(l) "**Claim**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

(m) "**Closing**" means the closing of the acquisition of the 30% Interest pursuant to the terms and subject to the conditions contained herein.

(n) "**Closing Date**" shall be the date of this Agreement, or any other such date as the Parties may mutually agree.

(o) "**Closing Time**" means 10:00 a.m. (Toronto time) on the Closing Date.

(p) "**Confidential Information**" has the meaning given to it in Section 9.1(1).

(q) "**Corporate Records**" means the corporate records of a corporation, including (i) all articles, by-laws or other constating documents, any unanimous shareholders' agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and register of directors; and (iv) all accounting records.

(r) "**disclosed**" means fairly disclosed to the Purchaser in this Agreement and "fairly" means disclosed in such a manner as would enable a reasonably diligent purchaser of shares to make a reasonable assessment of the nature and scope of the matter in question and "disclose" shall be construed accordingly.

(s) "**Environmental Law**" means any Applicable Law relating to the environment and the protection of workers including those pertaining to: (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances; (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labelling, handling and the like of Hazardous Substances or (c) the protection of communities or its people.

(t) "**Governmental Entity**" means (i) any multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent, commission, board, or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

(u) "**Hazardous Substance**" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the environment, injure or damage property or plant or animal life or harm or impair the health of any individual.

(v) "**Indemnified Party**" has the meaning ascribed to it in Section 10.4(1).

(w) "**Indemnifying Party**" has the meaning ascribed to it in Section 10.4(1).

(x) "**Insurance Policies**" has the meaning ascribed to it in Section 3.1(28).

(y) "**Interim Period**" has the meaning ascribed to it in Section 4.1(1).

(z) "**Joint Venture**" means the joint venture between the Seller and the Purchaser in respect of the exploration, development, exploitation and operation of the Lithium Project terminated pursuant to ARTICLE 7 and the JV Agreement.

(aa) "**JV Agreement**" has the meaning ascribed to it in the recitals to this Agreement.

(bb) "**Liabilities**" means all costs, expenses (including wages, vacation pay and overtime pay), charges, debts, liabilities, Claims, losses, damages, adverse claims, fines, penalties, demands and obligations, assessments or reassessments of any kind or nature (including any deferred or future liability for Taxes), whether primary or secondary, direct or indirect, known or unknown, asserted or unasserted, fixed, contingent or absolute, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, voluntarily incurred or otherwise, whenever asserted, and including all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation.

(cc) "**Lien**" means any lien, security interest, mortgage, charge, deed of trust, encumbrance, security interest, hypothec, pledge, net profits interest, royalty, title retention agreement or arrangement, royalty, restrictive covenant or other claim, whether registered or unregistered, and whether arising by agreement, statute or otherwise, of any and every nature or kind whatsoever and any rights or privileges capable of becoming any of the foregoing.

(dd) "**Lithium HoldCo**" has the meaning ascribed to it in the recitals to this Agreement.

(ee) "**Lithium HoldCo Shares**" means the shares (*participaciones sociales*) in the capital of Lithium HoldCo.

(ff) "**Lithium Permits**" means (i) investigation permit Nº 5186 "Alberta II" granted by the Xunta to SMS, the renewal of which by the Xunta is pending; and (ii) application by SMS to the Xunta for investigation permit Nº 5191 "Carlota", which is pending.

(gg) "**Lithium Project**" means the lithium exploration project to be owned and controlled by Lithium HoldCo, which, pursuant to the Lithium Permits, consists of the Alberta II and Carlota permit areas and includes any Mining Rights which become, or have become since December 28, 2023, a part of the Lithium Project, together with any renewal of any of such Mining Rights and any other form of successor or substitute title therefore.

(hh) "**Lithium Project Entities**" means together, SMS and Lithium HoldCo.

(ii) "**Losses**" means losses, damages, liabilities, deficiencies, Claims, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges on a solicitor-client basis and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided that* "Losses" shall not include punitive or exemplary damages, except in the case of fraud or to the extent actually awarded to a Governmental Entity or other third party.

(jj) "**Material Adverse Effect**" means with respect to any person any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such person, taken as a whole, whether or not arising in the ordinary course of business; provided, that for purposes of determining whether a Material Adverse Effect shall have occurred, the following changes, events, violations, inaccuracies, circumstances and effects shall be excluded (except, in the case of clauses (i), (ii), (iii), (iv) or (vi), to the extent that such changes, events, violations, inaccuracies, circumstances and effects disproportionately adversely affects such person as compared to other persons or businesses that operate in the industry in which such person operates): (i) changes or developments in general economic, regulatory or political conditions or in the securities, credit, foreign exchange or financial markets in general; (ii) changes or developments in or affecting the industry in which such person operates, including any adverse weather events or conditions; (iii) the failure of such person to meet projections or forecasts (provided that the underlying causes of such failure may be considered in determining whether there has occurred a Material Adverse Effect); (iv) any national or international political event or occurrence, including acts of war or terrorism; (v) changes in accounting standards or the interpretation thereof; (vi) changes in Applicable Laws; or (vii) the announcement or the pendency of this Agreement and the transactions contemplated hereunder.

(kk) "**Mining Rights**" means either freehold title, mining leases, mining concessions, mining claims or participating interests or other conventional property or proprietary interests or rights, recognized in the jurisdiction in which a particular property is located, including, all rights under the Lithium Permits.

(ll) "**Option Purchase Agreement**" has the meaning ascribed thereto in the recitals to this Agreement.

(mm) "**Order**" means any order, directive, judgment, decree, award or writ of any Governmental Entity.

(nn) "**Parties**" means the parties to this Agreement and "**Party**" means any one of them.

(oo) "**Permitted Lien**" means (i) Liens for taxes, assessments or governmental charges or levies on property not yet due and delinquent; and (ii) easements, encroachments and other minor imperfections of title which do not, individually or in the aggregate, detract from the value of, or impair the use or marketability of, the Lithium Project.

(pp) "**person**" means an individual, firm, trust, partnership, association, corporation, government or governmental board, department, agency or authority and the heirs, executors, administrators or other legal representatives of an individual.

(qq) "**Purchase Price**" means $1,000,000.00.

(rr) "**Purchaser Indemnitees**" has the meaning ascribed to it in Section 10.2.

(ss) "**Purchaser Pledge**" means a pledge over the Lithium HoldCo Shares to be granted by the Seller to the Purchaser to secure compliance with the obligations assumed by the Seller hereunder.

(tt) "**Representative**" means, all, directors, officers and employees of such person or its Affiliates.

(uu) "**Seller Indemnitees**" has the meaning ascribed to it in Section 10.3.

(vv) "**Seller's POA**" means a power of attorney granted by the Seller in the form required by the Purchaser and in favour of the individuals designated by Purchaser in Spain, authorizing them to transfer the Lithium HoldCo Shares to the Purchaser or to any other entity designated by the Purchaser.

(ww) "**SMS's POA**" means a power of attorney granted by SMS in the form required by the Purchaser and in favour of the individuals designated by Purchaser in Spain authorizing them to request the transfer of the Lithium Properties to Lithium HoldCo or to any other entity designated by the Purchaser.

(xx) "**Standstill Period**" has the meaning ascribed to it in Section 4.2(1).

(yy) "**Shareholders' Agreement**" means the agreement among SMS, the Seller and the Purchaser dated December 28, 2022 regarding certain rights and obligations of each shareholder of Lithium HoldCo.

(zz) "**Taxes**" means, all taxes, including all income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes and all duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

(aaa) "**Tax Returns**" means all returns, reports, declarations, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Entity, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

(bbb) "**Third-Party Claim**" has the meaning ascribed to it in Section 10.4(2).

(ccc) "**Title Opinion**" means the title opinion delivered by the Seller to the Purchaser as of December 28, 2022, and to be delivered by the Seller to the Purchaser as of the Title Transfer Date confirming, among other things: (i) the validity and existence of all Mining Rights comprising the Lithium Permits; and (ii) that, for the opinion delivered as of the Title Transfer Date, such Mining Rights have been registered (or re-registered, if necessary), in the name of Lithium HoldCo in the Explorations Registry book of the local mining authority.

(ddd) "**Title Transfer Date**" means the date or dates upon which each Lithium Permit has been granted by the relevant governmental authority and title thereof transferred to Lithium HoldCo.

(eee) "**Transfer Deed**" means a share (*quota*) transfer deed, substantially in the form attached hereto as Exhibit B, duly notarized so as to be a public deed under the laws of Spain.

(fff) "**Xunta**" means the Xunta de Galicia, being the Spanish mining regulatory authority with jurisdiction in respect of the Mining Rights comprising the Lithium Project.

### 1.2 Interpretation

For purposes of this Agreement: (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "$", refer to Canadian dollars.

### 1.3 Headings

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

### 1.4 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party or words to similar effect such representation or warranty shall be deemed to include a statement as follows:

(i) in respect of the Seller or Lithium HoldCo, that each such entity has made due and diligent enquiry as are reasonably necessary as to the matters that are the subject of the representations and warranties and shall include the actual knowledge of Jaime Perez Branger; or

(ii) in respect of the Purchaser that it has made due and diligent enquiry as are reasonably necessary as to the matters that are the subject of the representations and warranties and shall include the actual knowledge of Eugene McBurney.

### 1.5 Exhibits

The Exhibits as listed below and attached to this Agreement upon signing are draft standard forms of such Exhibits. For the avoidance of doubt, the terms of such agreements as actually executed and delivered by the Parties thereto shall govern and supersede the terms of the agreements attached as Exhibits.

| | |
|---|---|
| Exhibit A | Resignation and Release (form of) |
| Exhibit B | Transfer Deed (form of) |

## ARTICLE 2
## PURCHASE AND SALE OF THE 30% INTEREST

### 2.1 Purchase and Sale

(1) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to the Purchaser (or to such Affiliate as it may direct), and the Purchaser shall purchase from Seller, all of the Seller's rights, title and interest in and to the 30% Interest held by it, free and clear of any Liens (other than Permitted Liens).

(2) In consideration for the sale of the 30% Interest pursuant to Section 2.1(1), the Purchaser shall (or shall cause an Affiliate to) pay the Purchase Price to, or as otherwise directed by, Seller.

### 2.2 Shares and Lithium Permits Held in Trust Until Grant and Transfer

(1) The Parties acknowledge that, notwithstanding the purchase and sale of shares agreed to herein, it may take some time for SMS to obtain the Lithium Permits and to transfer the Lithium Permits to Lithium HoldCo, and therefore agree that: (a) the Seller shall

continue to hold the 70% Interest in trust for and on behalf of the Purchaser until the Lithium Permits have been transferred to Lithium HoldCo; (b) the Seller, shall hold the 30% Interest in trust for and on behalf of the Purchaser until the Lithium Permits have been transferred to Lithium HoldCo, and (c) SMS shall hold the Lithium Permits in trust for and on behalf of Lithium HoldCo until the Lithium Permits have been transferred to Lithium HoldCo. For the avoidance of doubt, at the Closing Time, all right, title and interest to the Lithium Permits shall be deemed to be beneficially owned by Lithium HoldCo, and all of the 30% Interest and 70% Interest shall be deemed to be beneficially owned by the Purchaser (or its Affiliate) even if legal transfer of title to the Lithium Permits and the Lithium HoldCo shares have not been completed.

(2) The Parties acknowledge that the Option Purchase Agreement contemplated that the acquisition of the 70% Interest by the Purchaser would be effected through the issuance to the Purchaser by Lithium HoldCo of 7,000 Lithium HoldCo Shares; the Parties agree that as a result of the agreement to purchase and sell the 30% Interest pursuant to this Agreement, such issuance is unnecessary and that upon the transfers of the 70% Interest and the 30% Interest to the Purchaser on the first occurrence of the Title Transfer Date, the 3,000 Lithium HoldCo Shares to be registered in the name of the Purchaser, or as it may direct, shall represent all of the issued and outstanding shares of Lithium HoldCo.

(3) Seller and SMS acknowledge and agree that upon grant of each of the Lithium Permits, SMS will transfer the Lithium Permit(s) so granted without delay.

## ARTICLE 3
## REPRESENTATIONS AND WARRANTIES

### 3.1 Representations and Warranties Regarding Lithium HoldCo and the Lithium Project

Seller and SMS jointly represent and warrant to the Purchaser as set out in this Section 3.1, and acknowledge and confirm that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Agreement.

(1) Due Incorporation, Existence and Corporate Power of Lithium HoldCo

Lithium HoldCo is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of Spain. No steps or proceedings have been taken to authorize or require the discontinuance or dissolution of Lithium HoldCo or, to Seller’s or SMS’ knowledge, the bankruptcy, insolvency, liquidation or winding up of Lithium HoldCo. Lithium HoldCo has all necessary corporate power and authority to own or lease its properties, to carry on its business as presently being conducted by it, to enter into the agreements or instruments to which it is or is to become a party and to perform its obligations thereunder.

(2) Qualification

The Kingdom of Spain is the only jurisdiction in which Lithium HoldCo is licensed or registered to carry on business, and Lithium HoldCo is duly licensed or registered to carry on business and has submitted or will submit all notices or returns of corporate information and other filings required by Applicable Laws to be submitted by it to any Governmental Entity in such jurisdiction.

(3) Authorized Capital of Lithium HoldCo

The authorized capital of Lithium HoldCo consists of 3,000 Lithium HoldCo Shares, all of which are duly issued and outstanding as fully paid and non-assessable and registered in the name of the Seller. For greater certainty, 2,100 Lithium Holdco Shares, representing the 70% Interest, are beneficially owned by the Purchaser and held in trust in accordance with Section 0. All of the Lithium HoldCo Shares were issued without violation of the terms of any agreement or other understanding to which Lithium HoldCo is or was a party and were issued in compliance with all Applicable Laws. No person has or will have any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege issued or granted by Lithium HoldCo (whether by Applicable Laws, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase, subscription, allotment or issuance of any Lithium HoldCo Shares or of any other securities of Lithium HoldCo.

(4) Validity of Agreement

(a) all corporate actions taken by Lithium HoldCo or required to be taken by Lithium HoldCo in connection with this Agreement and the other Closing Documents, including the registration of the issue of the Lithium HoldCo Shares in the books and records of Lithium HoldCo and the execution, delivery and performance by Lithium HoldCo under any Closing Documents to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:

(i) will have been duly authorized by the board of directors or equivalent governing body of Lithium HoldCo and by all other necessary corporate action on the part of Lithium HoldCo, including approval of Lithium HoldCo's equityholders, if required by Applicable Laws prior to the Closing Date; and

(ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of Lithium HoldCo, as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which Lithium HoldCo is a party or under which Lithium HoldCo is bound or to which any property or material assets of Lithium HoldCo is subject, (C) any Applicable Laws to Lithium HoldCo, or (D) any judgment, decree or order binding Lithium HoldCo or its property or material assets.

(b) As of the Closing Time, any Closing Document delivered as of that date, and as of the Title Transfer Date, each Closing Document delivered has been or will be duly authorized, executed and delivered by the Seller and Lithium HoldCo and is or will be at each such time, as applicable, a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

(5) Restrictive Documents

Lithium HoldCo is not, or will not be, subject to, or a party to, any charter, by-law or trust deed restriction, any Applicable Laws, any Claim, any contract or instrument, any Lien or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement, and the compliance by SMS with the terms, conditions and provisions hereof.

(6) Corporate Records

The Corporate Records of Lithium HoldCo are and will be complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Lithium HoldCo in each case in all material respects, and without limiting the generality of the foregoing (but subject to the materiality qualifiers set forth herein), (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders of Lithium HoldCo held since the incorporation thereof, and all such meetings were duly called and held; (ii) the minute books contain all written resolutions passed by the directors and shareholders of Lithium HoldCo and all such resolutions were duly passed; (iii) the share certificate books, register of shareholders and register of transfers of Lithium HoldCo are complete and accurate, and all such transfers have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Lithium HoldCo were duly elected or appointed as the case may be.

(7) Investments and Other Interests

Lithium HoldCo:

(a) has no subsidiaries;

(b) has no legal or beneficial right in, and has not agreed to acquire, subscribe for or take up, any shares or other securities in any company, any units in any unit trust or any other ownership interests in any other entity;

(c) is not a member of or party to any joint venture, consortium, partnership or unincorporated association, other than a recognized trade association; and

(d) is not party to any agreement for participation with any other person in any business activity deriving profits, commissions or other income.

(8) Title to Assets

(a) SMS has provided to the Purchaser a full and complete list of all of the Mining Rights in respect of the ore bodies and minerals located in properties comprising the Lithium Project, together with a list of all other material assets owned by the Lithium Project Entities (the "**Assets**").

(b) The Lithium Project Entities have or will have good and marketable title to, and have legal and beneficial ownership of all of, the Assets, in each case free and clear of all Liens, except for Permitted Liens. The Lithium Project Entities hold (and SMS is the current registered owner of) all the Mining Rights in respect of the ore bodies and minerals located in properties comprising the Lithium Project under valid, subsisting and enforceable documents or recognized and enforceable agreements or instruments sufficient to permit the Lithium Project Entities to explore the minerals located in such properties. The Lithium Project Entities have made all filings and paid all rentals, assessments, payments and other fees necessary to maintain the good standing of the Assets. All material property, options, leases or claims in which the Lithium Project Entities have or will have an interest or right have been validly located and recorded in accordance with all Applicable Laws and are valid and subsisting.

(9) No Options Regarding Assets or Property

No person has any agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment to purchase or otherwise acquire, directly or indirectly, any of Lithium HoldCo's Assets and there are no actual, alleged or, to the knowledge of the Seller or SMS, potential or future Claims against or to, the ownership of, or title to, Lithium HoldCo's Assets, nor is there any basis for any of the foregoing; and there are no Claims in progress, pending, or to the knowledge of the Seller or SMS, threatened, that would reasonably be expected to result in the variation, revocation, cancellation or suspension of (including, ownership of, or title to) any Mining Rights in respect of the ore bodies and minerals located in the properties comprising the Lithium Project.

(10) Lithium Permits

(a) The Lithium Project Entities have legal and beneficial ownership of the Lithium Permits.

(b) The Lithium Permits are registered in the name of SMS in the mining registries of the Xunta.

(c) There are no outstanding Claims relating to the Lithium Permits that may reasonably be expected to result in the Xunta cancelling or revoking such permit.

(11) Real Property

Except pursuant to the Lithium Permits, the Lithium Project Entities do not own, nor have they ever owned, or had any interest, in any real or immoveable property. Lithium HoldCo is not a party to or bound by or subject to any contract or option respecting the acquisition or sale of any real or immoveable property. Except any leases disclosed in writing to the Purchaser by SMS, Lithium HoldCo is not a party to or bound by or subject to any real property lease or other right of occupancy relating to real property, whether as lessor or lessee and Lithium HoldCo has not agreed to become bound to enter into any real property lease or other right of occupancy relating to real property, whether as lessor or lessee. The Lithium Project and the premises that are the subject of such leases constitute all real property used or occupied by Lithium HoldCo. To the knowledge of SMS, the existing use of the Lithium Project and such premises by the Lithium Project Entities and all leasehold improvements located thereon comply with Applicable Laws, including any zoning by-laws and building codes.

To the knowledge of SMS, all of the plant, buildings, structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Lithium Project or the premises that are the subject of the leases identified in in the preceding paragraph are in good operating condition and in a state of good maintenance and repair (reasonable wear and tear expected having regard to age), are adequate and suitable for the purposes for which they are currently being used by the Lithium Project Entities and, to the knowledge of SMS, the operation, use or maintenance thereof, does not violate any restrictive covenant or any provision of any Applicable Laws or encroach on any property owned by others.

(12) Compliance

Lithium HoldCo will conduct its business in material compliance with its constitution and all Applicable Laws of each jurisdiction in which its business is carried on, and to Lithium HoldCo's knowledge, there are no facts that could give rise to a notice of non-compliance by Lithium HoldCo with any Applicable Laws. Lithium HoldCo is not in breach of any Order. Lithium HoldCo has not been notified by any Governmental Entity of any investigation with respect to it that is pending or threatened, nor has any Governmental Entity notified Lithium HoldCo of such Governmental Entity's intention to commence or to conduct any investigation in respect of Lithium HoldCo.

(13) Environmental Compliance

(a) The current and past operations of the Lithium Project have been and are in material compliance with all Environmental Laws and to the knowledge of Seller and SMS, there are no facts that could give rise to a notice of non-compliance at the Lithium Project with any Environmental Law.

(b) Neither the Lithium Project Entities nor the Seller has received any notice and, to the knowledge of the Seller and SMS, there are no facts that could give rise to any notice, that any of them is potentially responsible for any remedial or other corrective action or any work, repairs, construction or capital expenditures to be made under any Environmental Law with respect to the Lithium Project.

(c) The Lithium Project Entities and the Seller have made available to the Purchaser all environmental audits, assessments, reports and similar reviews, and all correspondence regarding environmental matters, to the extent that such records are in the possession or under the control of the Lithium Project Entities and the Seller.

(d) To the knowledge of the Seller and SMS, there is no Hazardous Substance originating from any adjoining or neighbouring properties which has, or is suspected to be, migrating into or under the Lithium Project or otherwise affecting the Lithium Project.

(14) Authorizations

The Lithium Project Entities own, hold, possess or lawfully use in the operation of its business all Authorizations which are necessary for the conduct of its business as presently conducted or for the ownership and use of its Assets and property, free and clear of all Liens, except for Permitted Liens, and in material compliance with all Applicable Laws thereto. The Lithium Project Entities are not in default, nor has the Seller or the Lithium Project Entities received any notice of any default, with respect to any Authorizations. To the knowledge of the Seller and SMS, no circumstances exist which may result in an Authorization being terminated, suspended or modified.

(15) Consents, etc.

No consent, approval, order or authorization of, or registration or declaration with, any person is required to be obtained, and no notice is required to be delivered (including pursuant to any Applicable Law, required by any Governmental Entity with jurisdiction over the Seller or the Lithium Project Entities or pursuant to any Material Contract in order for either of the Lithium Project Entities to maintain its rights under such contract), by the Seller or the Lithium Project Entities in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations, approvals or notices which are expressly contemplated by this Agreement.

(16) Taxes

All Taxes due and payable by either of the Lithium Project Entities relating to the Lithium Project have been paid except for those which are being or have been contested in good faith. All Tax Returns, declarations, remittances and filings required to be filed by either of the Lithium Project Entities relating to the Lithium Project have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Seller and SMS, there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by either of the Lithium Project Entities.

(17) Employment and Consulting Arrangements

Lithium HoldCo has no employees or persons receiving compensation for work or services provided to Lithium HoldCo who are not employees (i.e., independent contractors). There are no contracts or other arrangements entitling any employee, former employee, director or consultant of Lithium HoldCo to any change of control, severance, termination or similar payments. There are no Orders which have not been complied with and, to the knowledge of the Seller and SMS, there are no pending or threatened Orders or charges made under any pay equity, employment standards, human rights or occupational health and safety legislation or regulations relating to either of the Lithium Project Entities. The Lithium Project Entities have complied with all Orders issued under any occupational health and safety legislation or regulations. There are no appeals of any Orders under occupational health and safety legislation or regulations relating to either of the Lithium Project Entities which are currently outstanding.

(18) Benefit Plans

Lithium HoldCo has no Benefit Plans.

(19) Material Contracts

(a) The Seller has provided to the Purchaser a list of all of the contracts to which either of the Lithium Project Entities is a party or that relate to the Assets or Lithium Project (including all royalty agreements, loan and security documents and leases for real or personal property), which: (i) provide for payments or receipts in excess of US$25,000 during the term of any such contract; (ii) limits the operations of Lithium HoldCo or the Lithium Project, including any exclusivity provision or negative covenant; (iii) that has a term in excess of twelve (12) months that cannot be cancelled without penalty upon the provision of thirty (30) days' notice; or (iv) that are otherwise material to Lithium HoldCo, the Assets or the Lithium Project (collectively, the "**Material Contracts**"). True and complete copies of each of the Material Contracts (including any amendments thereto) have been disclosed to the Purchaser.

(b) To knowledge of the Seller and SMS, each of the Material Contracts is valid, binding and enforceable, is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the agreement to sell the 30% Interest hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. To the knowledge of the Seller and SMS, (i) none of the Seller, the Lithium Project Entities or any other party to a Material Contract has violated or breached, in any material respect, any of the terms or conditions of any Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed; and (ii) none of the Seller, the

Lithium Project Entities or any other party to a Material Contract has given any notice terminating or purporting to or advising of an intention to terminate that agreement or arrangement and as far as the Seller and SMS are aware no circumstance exists that may entitle any person to do so.

(c) Lithium HoldCo is not a party to any agreement or arrangement that:

(i) was entered into outside the ordinary course of business of Lithium HoldCo;

(ii) is with a director, officer, shareholder or employee of Lithium HoldCo (other than employment agreements) or an Affiliate of Lithium HoldCo or that is otherwise with a related party or that is not on arm's length terms;

(iii) establishes any joint venture, operating, licensing or other arrangement which restricts or limits the ability of Lithium HoldCo to undertake any activity in any place in any manner as it determines; or

(iv) cannot be performed by Lithium HoldCo without undue or unusual expenditure or is expected to result in a loss to Lithium HoldCo upon completion of performance,

and Lithium HoldCo has not made or received any offer or proposal that remains open for acceptance and if accepted would result in Lithium HoldCo being party to any agreement or arrangement within paragraphs (i) to (iv) above.

(20) Books and Records

All Books and Records of Lithium HoldCo:

(a) have been fully, properly and accurately kept and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(b) are in the possession or control of Lithium HoldCo; and

(c) Lithium HoldCo has not received any notice or allegation that any of the Books and Records is incorrect or should be rectified or amended.

(21) Liabilities

Neither the Seller, SMS nor Lithium HoldCo has:

(a) Guaranteed or is otherwise liable for the indemnification, suretyship, assumption, endorsement or like commitment with respect to any Liabilities that are material to the Seller, SMS or Lithium HoldCo (contingent or otherwise) or of any other person;

(b) provided any letter of comfort to any person in relation to any Liability or the solvency of any other person or in support of the provision of any material loan, credit or other financial accommodation;

(c) entered into any option, swap, exchange or other derivative or hedging transaction which has not been fully closed out; or

(d) entered into any other agreement or arrangement for the purpose of obtaining any financial accommodation of a type that is not required to be disclosed as a liability in its financial statements.

(22) Business Carried on in Ordinary Course

Except as expressly contemplated in this Agreement, from its incorporation, Lithium HoldCo has carried on business in the ordinary course and, in particular and without limitation, Lithium HoldCo has not:

(a) transferred, assigned, sold or otherwise disposed of any of its material Assets;

(b) incurred or assumed any Liabilities (fixed or contingent) other than Liabilities incurred in the ordinary course of business;

(c) settled any Claim pending against it or any of its Assets;

(d) discharged or satisfied any Lien, or paid any obligation or Liability (fixed or contingent), and scheduled payments under loan agreements and other contracts;

(e) suffered any extraordinary loss;

(f) made any material change with respect to any method of management operation or accounting;

(g) increased the compensation paid or payable to its employees (other than customary annual increases in accordance with past practice) or except as required by Applicable Laws;

(h) created or permitted to exist any Lien on any of its Assets, other than Permitted Liens;

(i) modified, amended or terminated any Material Contract or waived or released any material right which it has or had, other than in the ordinary course of business;

(j) declared or paid any distribution or dividend or declared or made any other distribution or return of capital in respect of any of its shares (or been deemed under an Applicable Law to have done so) or purchased, redeemed or otherwise acquired any of its shares or equity interests or agreed to do so; or

(k) authorized or agreed or otherwise become committed to do any of the foregoing.

(23) Debts Owing to Lithium HoldCo

No material borrowings or other indebtedness under any bank facility, overdraft, bond, note, debenture, acceptance credit, sale and lease back, shareholder loan or other arrangement providing financial accommodation of any description are owing to Lithium HoldCo.

(24) Borrowings

Lithium HoldCo does not owe any borrowings or other indebtedness under any bank facility, overdraft, bond, note, debenture, acceptance credit, sale and lease back, shareholder loan or other arrangement providing financial accommodation of any description, and:

(a) Lithium HoldCo has not received any notice requiring the repayment of any borrowings of this type which are repayable on demand or requiring any borrowings of this type to be repaid before their due date for any reason; and

(b) there is no event of default and no other circumstance exists that may entitle any person to require early repayment of any borrowings of this type or to enforce any security given by Lithium HoldCo in respect of any borrowings of this type.

(25) Litigation

To the knowledge of the Seller and SMS, there is no Claim, at law, by any person, nor any arbitration, administrative or other proceeding by or before (or to the knowledge of the Seller and SMS, any investigation by) any Governmental Entity pending, or, to the knowledge of the Seller and SMS, threatened against or affecting the Seller or either of the Lithium Project Entities or the Lithium Project and the Assets. To the knowledge of the Seller and SMS, neither of the Lithium Project Entities is subject to any judgment, order or decree entered in any lawsuit or proceeding related to the Lithium Project.

(26) Orders, Directions and Notices

Neither the Seller nor the Lithium Project Entities has received any Order from any Governmental Entity or any other person requiring expenditure by the Seller or Lithium HoldCo or which otherwise may adversely affect Lithium Holdco's Lithium Project or Assets that has not been complied with in all material respects. To the knowledge of the Seller and SMS, no circumstance exists that may result in any Order of this type being made or direction or notice of this type being given.

(27) Solvency

None of the following events have occurred in relation to either the Seller or Lithium HoldCo:

(a) the appointment of a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee in respect of Lithium HoldCo or the Seller, or any of their assets or anyone else who (whether or not as agent for the Seller or Lithium HoldCo) is in possession, or has control, of any of the assets of the Lithium HoldCo or the Seller for the purpose of enforcing a Lien;

(b) an event that gives any person the right to seek an appointment referred to in paragraph (a) above;

(c) the making of an application to court or passing of a resolution or an order for the winding up or dissolution of the Seller or Lithium HoldCo or an event that would give any person the right to make an application of this type;

(d) neither the Seller nor Lithium HoldCo proposes to or has taken any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;

(e) neither the Seller nor Lithium HoldCo has stopped paying its debts when they become due or has declared or taken any positive action to declare itself under any Applicable Laws to be insolvent, or the board of directors of the Seller or Lithium HoldCo resolving that it is, or is likely to become at some future time, insolvent;

(f) any person in whose favour the Seller or Lithium HoldCo has granted any Lien has become entitled to enforce that Lien, or any floating charge under that Lien crystallises; or

(g) any event under any Applicable Laws which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (f) above.

(28) Insurance

The Lithium Project Entities have provided to the Purchaser a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety and insurance, workers' compensation, vehicle, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by the Seller, SMS or Lithium HoldCo and relating to the Assets, business, operations, employees, officers and directors of Lithium HoldCo (collectively, the "**Insurance Policies**") and true and complete copies of each of the Insurance Policies have been made available to the Seller and SMS. The Insurance Policies are in full force and effect and Lithium HoldCo shall not be in breach of such Insurance Policies, and no notice, termination or consent rights shall be triggered, as a result of the consummation of the transactions contemplated by this Agreement. Neither the Seller, SMS nor Lithium HoldCo has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if due and payable before the Closing Time, will be paid before the Closing Time in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of Lithium HoldCo. All such Insurance Policies: (a) are valid and binding in accordance with their terms; and (b) have not been subject to any lapse in coverage.

There are no claims under any Insurance Policies as to which coverage has been questioned, denied or disputed, or in respect of which there is an outstanding reservation of rights. Neither the Seller, SMS nor Lithium HoldCo is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by persons conducting a business that is similar to the business of Lithium HoldCo and are sufficient for compliance with all Applicable Laws and contracts to which Lithium HoldCo is a party or by which it is bound.

(29) Banking Information

The Lithium Project Entities have provided to the Purchaser the name and location (including municipal address) of each bank, trust company or other institution in which Lithium HoldCo has an account, money on deposit or a safety deposit box and the name of each person authorized to draw thereon or to have access thereto and the name of each person holding a power of attorney from Lithium HoldCo.

(30) Disclosure

As of the date of this Agreement the representations and warranties of the Seller and SMS contained in this Agreement or given pursuant to this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact.

## 3.2 Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser as set out in this Section 3.2, and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Agreement.

(1) Due Incorporation, Existence and Corporate Power

The Seller is incorporated and validly existing and in good standing under the laws of the Province of Ontario. No steps or proceedings have been taken to authorize or require the discontinuance or dissolution of the Seller or, to the Seller's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Seller. The Seller has all necessary corporate power and authority to enter into this Agreement and any other Closing Document to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder.

(2) Title to Lithium HoldCo Shares

30% of the Lithium HoldCo Shares are, and as at the Closing Time will be, owned by the Seller as the registered and beneficial owner thereof with a good title thereto, free and clear of all Liens. All rights and powers to vote such Lithium HoldCo Shares are held exclusively by the Seller. The Lithium HoldCo Shares held by the Seller are validly issued and fully paid, were not issued in violation of the terms of any agreement or other understanding and were issued in compliance with all Applicable Laws. The transfer of the 30% Interest pursuant to the provisions hereof will transfer to the Purchaser valid title to such Lithium HoldCo Shares, free and clear of all Liens.

(3) Options, etc.

No person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege issued or granted by the Seller, SMS or Lithium HoldCo (whether by Law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the Seller of any of the Lithium HoldCo Shares held by it.

(4) Validity of Agreement

(a) The execution, delivery and performance by the Seller of this Agreement and the execution, delivery and performance by the Seller of or under any other Closing Documents to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:

(i) have been duly authorized by all necessary corporate action on the part of the Seller; and

(ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the Seller, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the Seller is a party or by which the Seller is bound or to which any property or material assets of the Seller is subject, (C) any Applicable Laws to the Seller, or (D) any judgment, decree or order binding the Seller or its property or material assets.

(b) As of the date hereof, this Agreement and any Closing Document delivered as of the date hereof, and as of the Closing Time, each Closing Document delivered at the Closing, as applicable, has been duly authorized, executed and delivered by the Seller and is or will be at the Closing Time a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

(5) Restrictive Documents

The Seller is not subject to, or a party to, any charter, by-law or trust deed restriction, any Law, any Claim, any contract or instrument, any Lien or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement, the compliance by the Seller with the terms, conditions and provisions hereof, or the transfer of the 30% Interest.

(6) Broker's or Finder's Fee

None of the Seller, SMS or Lithium HoldCo has authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement.

(7) Disclosure

As of the date of this Agreement the representations and warranties of the Seller contained in this Agreement or given pursuant to this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact.

### 3.3 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Seller as set out in this Section 3.3, and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the transactions contemplated by this Agreement.

(1) Due Incorporation, Existence and Corporate Power

The Purchaser is a corporation validly existing and in good standing under the laws of the Province of Ontario. No steps or proceedings have been taken to authorize or require the discontinuance or dissolution of the Purchaser or, to the Purchaser's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Purchaser. The Purchaser has all necessary corporate power and authority to enter into this Agreement and any other Closing Document to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder.

(2) Validity of Agreement

(a) The execution, delivery and performance by the Purchaser of this Agreement and the execution, delivery and performance by the Purchaser of or under any other Closing Documents to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:

(i) have been duly authorized by all necessary corporate action on the part of the Purchaser; and

(ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the Purchaser, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any property or material assets of the Purchaser is subject, (C) any Applicable Laws to the Purchaser, or (D) any judgment, decree or order binding the Purchaser or its property or material assets.

(b) As of the date hereof, this Agreement and any Closing Document delivered as of the date hereof, and as of the Closing Time, each Closing Document delivered at the Closing, as applicable, has been duly authorized, executed and delivered by the Purchaser and is or will be at the Closing Time, a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

(3) The Purchaser has carried out business in the ordinary and usual course of business and there has been no material adverse change in the financial or trading position or prospects of the Purchaser and no material depletion in the net assets of the Purchaser.

(4) The Purchaser is not engaged in any material litigation or arbitration proceedings and so far as the Purchaser is aware, having made reasonable internal enquiry, no such proceedings are threatened or pending and there are no circumstances known to the Purchaser which are likely to give rise to any such material litigation or arbitration.

(5) No order has been made, petition present or threatened or resolution passed or proposed for the winding up of, or for the appointment of a provisional liquidator to, or for an administration order in respect of the Purchaser. No receiver or receiver manager has been appointed of the whole or part of any of the Purchaser’s assets or business.

(6) The Purchaser and its officers and, so far as the Purchaser is aware, the employees and agents of the Purchaser in the course of their respective duties have complied in all material respects with all applicable anti-bribery or anti-corruption laws, statutes, codes and regulations of any jurisdiction in which the business of the Purchaser is carried on.

(7) Neither the Purchaser nor any of its officers, employees or agents is involved in any investigation, inquiry, claim or proceedings in relation to any alleged bribery or corruption offence relating to the Purchaser, nor so far as the Purchaser is aware are any such investigations, inquiries, Claims or proceedings pending or threatened by or against the Purchaser or any officer, agent or employee of the Purchaser relating to Purchaser, nor so far as the Purchaser is aware are there any facts or circumstances which are likely to give rise to any such investigations, inquiries, Claims or proceedings being commenced by or against any of them.

(8) The Purchaser has established and maintains adequate anti-bribery and anti-corruption procedures (including policies relating to facilitation payments, political donations, gifts, hospitality and expenses) and anti-corruption training programs.

(9) The Purchaser, without having made any specific enquiry into the representations and warranties given by the Purchaser and Lithium HoldCo, is not aware of any breach of the representations and warranties given by the Seller and Lithium HoldCo in this Agreement.

(10) <u>Restrictive Documents</u>

The Purchaser is not subject to, or a party to, any charter, by-law or trust deed restriction, any Law, any Claim, any contract or instrument, any Lien or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement or the compliance by the Purchaser with the terms, conditions and provisions hereof.

(11) Consents, etc.

No consent, approval, order or authorization of, or registration or declaration with, any person is required to be obtained, and no notice is required to be delivered (including pursuant to any Applicable Law, required by any Governmental Entity with jurisdiction over the Purchaser) by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are expressly contemplated by this Agreement, or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the completion of the transactions contemplated herein or otherwise prevent the Purchaser from performing its obligations under this Agreement.

(12) Legal Proceedings

There is no Claim pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser that, if determined or resolved adversely to the Purchaser, would have a material adverse effect on the Purchaser's ability to purchase the 30% Interest Shares or to perform its obligations hereunder.

(13) Broker's or Finder's Fee

The Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement.

(14) Disclosure

As of the date of this Agreement the representations and warranties of the Purchaser contained in this Agreement and in any Closing Document are true and correct in all material respects and do not contain any untrue statement of a material fact.

## 3.4 Representations and Warranties of Parent

The Parent represents and warrants to the Purchaser as set out in this Section 4, and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Agreement.

(1) Due Incorporation, Existence and Corporate Power

The Parent is incorporated and validly existing and in good standing under the laws of the Province of Ontario. No steps or proceedings have been taken to authorize or require the discontinuance or dissolution of the Parent or, to the Parent's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Parent. The Parent has all necessary corporate power and authority to enter into this Agreement and any other Closing Document to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder.

(2) Options, etc.

No person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege issued or granted by the, Parent, Seller, SMS or Lithium HoldCo (whether by Law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the Seller of any of the Lithium HoldCo Shares held by it.

(3) Validity of Agreement

(c) The execution, delivery and performance by the Parent of this Agreement and the execution, delivery and performance by the Parent of or under any other Closing Documents to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:

(iii) have been duly authorized by all necessary corporate action on the part of the Parent; and

(iv) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the Parent, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the Parent is a party or by which the Parent is bound or to which any property or material assets of the Parent is subject, (C) any Applicable Laws to the Parent, or (D) any judgment, decree or order binding the Parent or its property or material assets.

(d) As of the date hereof, this Agreement and any Closing Document delivered as of the date hereof, and as of the Closing Time, each Closing Document delivered at the Closing, as applicable, has been duly authorized, executed and delivered by the Parent and is or will be at the Closing Time a legal, valid and binding obligation of the Parent enforceable against the Parent in accordance with its terms.

(4) Restrictive Documents

The Parent is not subject to, or a party to, any charter, by-law or trust deed restriction, any Law, any Claim, any contract or instrument, any Lien or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement, the compliance by the Parent with the terms, conditions and provisions hereof, or the transfer of the 30% Interest.

(5) Broker’s or Finder’s Fee

None of the Parent, Seller, SMS or Lithium HoldCo has authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement.

(6) Disclosure

As of the date of this Agreement the representations and warranties of the Seller contained in this Agreement or given pursuant to this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact.

(7) Adoption of Seller and SMS Representations and Warranties

The Parent hereby expressly adopts all of the representations and warranties of SMS and the Seller contained in this Agreement or given pursuant to this Agreement and represents and warrants that the representations and warranties of SMS and the Seller contained in this Agreement or given pursuant to this

Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact.

### 3.5 Representation and Warranty Effective Times

(a) Each of the representations and warranties contained in Section 3.1, Section 3.2, Section 3.3 and Section 3.4 are made as of the date of this Agreement and will be reconfirmed by the Parties at the Title Transfer Date.

(b) The Parent, SMS and the Seller will be deemed to have made the representations and warranties contained in Section 3.1, Section 3.2 and Section 3.4 to the Purchaser as of the date of this Agreement and as at the Title Transfer Date except to the extent that (and only to the extent that) the Seller has notified the Purchaser in writing that any of such representations and warranties are no longer true and correct prior to the Closing Time, or the Title Transfer Date, pursuant to Section 4.3(b).

(c) The Purchaser will be deemed to have made the representations and warranties contained in Section 3.3 to the Seller as of the date of this Agreement and as at the Title Transfer Date except to the extent that (and only to the extent that) the Purchaser has notified the Seller in writing that any of such representations and warranties are no longer true and correct prior to the Closing Time, or the Title Transfer Date, pursuant to Section 4.4(ii).

## ARTICLE 4
## COVENANTS

### 4.1 Conduct of the Lithium Project, SMS and the Seller During the Interim Period

(1) During the period between the date hereof and the date of the Title Transfer Date (the "**Interim Period**"), each of the Parent, SMS and the Seller hereby covenant and agree to cause the Lithium Project to operate in the ordinary course of business, consistent with past practice, and to use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons. The Purchaser agrees to exercise its rights under the Agreement to procure that the Parent, SMS and the Seller, as applicable, are able to comply with the covenants and undertakings set out in this Section 4.1(1).

(2) Subject to the Parent, Seller and SMS, as applicable, being able to comply with Applicable Laws and the directors of the Parent, Seller, SMS and Lithium HoldCo to exercise their respective fiduciary duties, each of the Parent, Seller and SMS hereby covenant and agree that, without the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed), during the Interim Period, they shall cause Lithium HoldCo not to:

(a) amend its constating documents;

(b) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of the Lithium HoldCo Shares;

(c) issue, grant, sell or pledge any Lithium HoldCo Shares or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire Lithium HoldCo Shares;

(d) redeem, purchase or otherwise acquire any outstanding Lithium HoldCo Shares;

(e) split, combine or reclassify the Lithium HoldCo Shares;

(f) reorganize, amalgamate or merge with any other Person in any manner whatsoever;

(g) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, make any investment either by purchase of shares or securities, contributions of capital, property transfer, or purchase of any property or assets of any other individual or entity;

(h) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Lithium HoldCo;

(i) sell, pledge, dispose of or encumber any of its assets;

(j) incur any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances;

(k) except as otherwise explicitly contemplated by this Agreement, waive, release, grant or transfer any rights of value or modify or change in any material respect any existing license, lease, contract, government land concession or other document in connection with the Lithium Permits or the Lithium Project; or

(l) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing.

## 4.2 Exclusive Dealing and Standstill

(1) Until the earlier of: (i) the termination of this Agreement; and (ii) the expiry of the Interim Period (the "**Standstill Period**"), the Parent, Seller, SMS and Lithium HoldCo shall not, directly or indirectly, through any officer, director, shareholder, employee, agent or other Affiliate, (a) solicit, initiate or encourage the submission of any proposal or offer from any person (other than the Purchaser) relating to the acquisition of any share or other voting or equity securities of Lithium HoldCo or any portion of the assets of Lithium HoldCo or which would result in the merger or amalgamation of the Parent, Seller, SMS or Lithium HoldCo; (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner, any effort or attempt by any person to do or seek any of the foregoing; or (c) enter into any agreement, arrangement or understanding with respect to the foregoing.

(2) During the Standstill Period, the Purchaser (i) must not (on its own behalf or on behalf of any third party); and (ii) must ensure that each of its Affiliates will not (on their own behalf or on behalf of any third party), in each case, whether directly or indirectly, either alone or acting in concert with one or more other persons, without the consent of the Seller:

(a) acquire any interests in securities of the Parent;

(b) enter into any agreement, arrangement or understanding (whether or not legally binding) to do or omit to do any act as a result of which the Purchaser or any other person may acquire any interests in securities of the Parent;

(c) announce or make, or cause any other person to announce or make, any offer for any or all of the securities of the Parent;

(d) make an approach to, solicit or enter into discussions with any of the Parent's securityholders in connection with any offer for all or any of the securities of the Parent; or

(e) solicit or in any way participate in the solicitation of, any of the Parent's securityholders to vote in a particular manner at any meeting of securityholders of the Parent or solicit or in any way participate in the solicitation of any of the Parent's securityholders to requisition or join in the requisitioning of any general meeting of the Parent.

### 4.3 Covenants of the Parent, SMS and the Seller

The Parent, Seller and SMS hereby jointly covenant and agree to and to cause Lithium HoldCo to, as applicable:

(a) use commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 to be fulfilled as soon as reasonably practicable following the date hereof;

(b) notify the Purchaser immediately: (i) upon becoming aware that any of the representations and warranties contained in Section 3.1 or Section 3.2 are no longer true and correct in any material respect; or (B) of any event or state of facts which occurrence or failure would or would be likely to result in the failure by the Parent, Seller or SMS to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied hereunder on or prior to the Closing Date, in each case prior to the Closing Date; and

(c) to promptly execute or cause to be executed all documents, deeds, conveyances and other instruments, including but not limited to the Purchaser Pledge, Purchaser's POA and SMS's POA and to take all other actions which may be necessary or desirable in the reasonable opinion of the Purchaser to transfer the 30% Interest to the Purchaser at the Closing Time.

### 4.4 Covenants of the Purchaser

The Purchaser hereby covenants and agrees to:

(i) use commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 to be fulfilled; and

(ii) notify the Seller and SMS immediately: (i) upon becoming aware that any of the representations and warranties contained in Section 3.3 are no longer true and correct in any material respect; or (B) of any event or state of facts which occurrence or failure would or would be likely to result in the failure by the Purchaser to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied hereunder, in each case prior to the Closing Date.

## 4.5 General Covenants of the Parties

(a) Each of the Parties hereby covenants and agrees not to take, and the Parent, Seller and SMS hereby covenant and agree to cause Lithium HoldCo not to take, any action that might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

(b) Each of the Parties shall make all reasonable efforts to obtain all regulatory approvals as promptly as practicable after the date hereof (including in the case of the Parent, the approval of the Cboe Exchange), and shall, in the prescribed manner and within the prescribed time, make all other filings with and give all other notices to any Governmental Entity that are required in connection with the lawful completion of the transactions contemplated by this Agreement and to enable Lithium HoldCo to maintain all rights and benefits of Lithium HoldCo in respect of the Lithium Project. A Party shall not (and the Seller, Parent and SMS shall cause Lithium HoldCo not to) make any filing or submission without first providing the other Party with a copy of that filing or submission in draft form and giving the other Party a reasonable opportunity to review and comment on its contents before it is provided to the relevant Governmental Entity. The Party seeking to make a filing or submission shall then consider and take into account any and all reasonable comments timely made by the other Party and revise the draft filing or submission accordingly. Each of the Parties shall furnish promptly to the other Party copies of each material notice, communication or other document received by it from Governmental Entities in connection with the Lithium Project and the transactions contemplated herein.

(c) Each Party hereby covenants and agrees to co-operate fully and in good faith in connection with any steps required to be taken as part of their respective obligations under this Agreement.

# ARTICLE 5
# CONDITIONS OF CLOSING

## 5.1 Conditions for the Closing for the Benefit of the Seller and SMS

The Closing, including the sale and purchase of the 30% Interest, is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the conditions in this Section 5.1 (collectively, the "**Seller Closing Conditions**"), each of which is for the exclusive benefit of SMS and the Seller and may be waived, in whole or in part, by the Seller in its discretion.

(1) <u>Representations, Warranties and Covenants of the Purchaser</u>

(a) All representations and warranties of the Purchaser contained in Section 3.3 will be true and correct in all material respects at the Closing Time with the same force and effect as if those representations and warranties had been made at and as of the Closing Time, it being understood that all representations and warranties of the Purchaser that contain an express materiality or similar qualification will be true and correct in all respects at the Closing Time with the same force and effect as if those representations and warranties had been made at and as of that time, and the Purchaser will have executed and delivered a certificate of a senior officer of the Purchaser to that effect. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Seller or SMS of any of the representations and warranties of the Purchaser contained in this Agreement. Upon the delivery of such certificate, the representations and warranties of the Purchaser in Section 3.3 will be deemed to have been made at and as of the Closing Time with the same force and effect as if made at and as of that time.

(b) The Purchaser will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement to be performed or complied with by it at or prior to the Closing Time and the Purchaser will have executed and delivered a certificate of a senior officer of the Purchaser to that effect. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Seller or SMS of any of the covenants or obligations of the Purchaser contained in this Agreement.

(2) Deliveries of the Purchaser

At the Closing Time, the Purchaser will have delivered, or caused to be delivered, to the Seller or SMS, as applicable, the following:

(a) the Purchase Price;

(b) a certificate of status with respect to the Purchaser issued by the appropriate Governmental Authority in its jurisdiction of incorporation dated within two days of the Closing; and

(c) the certificates referred to in Sections 5.1(1)(a) and 5.1(1)(b).

(3) No Legal Proceedings

No Order will have been made and no legal proceeding will have been commenced or will be pending or threatened against the Purchaser for the purpose of enjoining, restricting or prohibiting the completion of the transactions contemplated by this Agreement.

## 5.2 Conditions for the Closing for the Benefit of the Purchaser

The Closing, including the sale and purchase of the 30% Interest, are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the conditions in this Section 5.2 (collectively, the "**Purchaser Closing Conditions**"), each of which is for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its discretion.

(1) Representations, Warranties and Covenants of the Seller and SMS

(a) All representations and warranties of SMS and the Seller contained in Sections 3.1 and 3.2, respectively, will be true and correct in all material respects at the Closing Time with the same force and effect as if those representations and warranties had been made at and as of the Closing Time (subject always to the qualifications set out in Section 3.4), it being understood that all representations and warranties of the Purchaser that contain an express materiality or similar qualification will be true and correct in all respects at the Closing Time with the same force and effect as if those representations and warranties had been made at and as of that time, and the Seller and SMS will have executed and delivered a certificate of a senior officer of the Seller and SMS, respectively, to that effect. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Purchaser of any of the representations and warranties of the Seller or SMS contained in this Agreement. Upon the delivery of such certificate, the representations and warranties of SMS and the Seller in Sections 3.1 and 3.2 will be deemed to have been made at and as of the Closing Time with the same force and effect as if made at and as of that time.

(b) The Seller or SMS, as applicable, will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement to be performed or complied with by them at or prior to the Closing Time and each of the Seller and SMS will have executed and delivered a certificate of a senior officer to that effect. The receipt of this certificate and the Closing will not constitute a waiver (in whole or in part) by the Purchaser of any of the covenants or obligations of the Seller of SMS contained in this Agreement.

(2) Deliveries of the Seller and SMS at the Closing Time

At the Closing Time, SMS or the Seller, as applicable, will have delivered, or caused to be delivered, to the Purchaser the following:

(a) a certificate of status in respect of each of the Parent, Seller, SMS and Lithium HoldCo issued by the appropriate Governmental Entity in its jurisdiction of incorporation or formation dated within two days of the Closing;

(b) the form of Transfer Deed;

(c) the certificates referred to in Sections 5.2(1)(a) and 5.2(1)(b);

(d) the Seller's POA;

(e) the SMS's POA;

(f) the Purchaser Pledge and

(g) if required by the Purchaser, a written resignation and release executed by the officers and directors of Lithium HoldCo, substantially in the form of the agreement attached hereto as Exhibit A.

(3) Deliveries of the Seller and SMS at the Title Transfer Date

On the Title Transfer Date, SMS or the Seller, as applicable, will have delivered, or caused to be delivered, to the Purchaser the following:

(a) the Title Opinion;

(b) a certificate of status in respect of each of the Seller, SMS and Lithium HoldCo issued by the appropriate Governmental Entity in its jurisdiction of incorporation or formation dated within two days of the Closing;

(c) the executed form of Transfer Deed;

(d) the certificates referred to in Sections 5.2(1)(a) and 5.2(1)(b); and

(e) if required by the Purchaser, a written resignation and release executed by the officers and directors of Lithium HoldCo, substantially in the form of the agreement attached hereto as Exhibit A.

(4) No Legal Proceedings

No Order will have been made and no legal proceeding will have been commenced or will be pending or threatened against the Parent, Seller, SMS or Lithium HoldCo: (i) for the purpose of enjoining, restricting or prohibiting the completion of the transactions contemplated by this Agreement; or (ii) the outcome of which could reasonably prohibit or restrict Lithium HoldCo from exploring, developing or commercializing the Lithium Project after Closing.

### 5.3 Waiver of Conditions

Any Party may waive, in whole or in part, at any time by notice in writing to the other Parties, any condition in this Article 5 which is for its sole benefit. No waiver by a Party of any condition, in whole or in part, will operate as a waiver of any other condition or of that Party's rights of termination in the event of non-fulfilment of any other condition, in whole or in part as provided for herein. The waiver, in whole or in part, by a Party of any condition requiring the accuracy of a representation or warranty will be without prejudice to the right of that Party to indemnification under ARTICLE 10 based upon that representation or warranty.

## ARTICLE 6
## CLOSING ARRANGEMENTS

### 6.1 Date, Place and Time of Closing

Subject to satisfaction of all the conditions in Section 5.1 or Section 5.2 that have not been waived in writing by the Parties entitled to waive same, as applicable, the Closing will take place at the Closing Time on the Closing Date by electronic exchange of the Closing deliverables described herein or on such other date and at such other time as may be agreed upon in writing by the Parties.

Notwithstanding anything to the contrary contained herein, if (i) each of the Seller Closing Conditions are completed, fulfilled, complied with or waived in writing by the Parties entitled to waive same, as applicable; and (ii) each of the Purchaser Closing Conditions are completed, fulfilled, complied with or waived in writing by the Parties entitled to waive same, as applicable, then, if Lithium HoldCo fails to deliver to the Purchaser the 30% Interest by the Closing Time, each of Lithium HoldCo, SMS and the Seller hereby irrevocably appoints the Purchaser as its attorney to execute and deliver such documents on behalf of Lithium HoldCo, SMS or the Seller, as applicable as may be necessary to complete the subject transaction and by way of security for the obligations of Lithium HoldCo, SMS and the Seller, as applicable, under this Agreement. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the insolvency or bankruptcy of Lithium HoldCo, SMS or the Seller, as applicable, and Lithium HoldCo, SMS and the Seller, respectively, hereby ratify and confirm and agree to ratify and confirm all that the Purchaser may lawfully do or cause to be done by virtue of such appointment and power. To guarantee compliance with these obligations, on the Closing Date (i) the Seller shall grant the Seller's POA; (ii) SMS shall grant the SMS's POA and (iii) Seller shall grant the Purchaser Pledge.

### 6.2 Deliveries at the Closing

At the Closing Time, subject to satisfaction of all the conditions in Sections 5.1 and 5.2 that have not been waived in writing by the Parties entitled to waive same, as applicable:

(a) the Seller and SMS shall deliver those items as are required to be delivered by the Seller or SMS under this Agreement as set out in Section 5.2(2);

(b) the Purchaser shall deliver those items as are required to be delivered by the Purchaser under this Agreement as set out in Section 5.1(2); and

(c) Lithium HoldCo shall deliver to the Purchaser the 30% Interest, if available.

### 6.3 Deliveries on the Title Transfer Date

At the Title Transfer Date, subject to satisfaction of all the conditions in Sections 5.1 and 5.2 that have not been waived in writing by the Parties entitled to waive same, as applicable:

(a) the Seller and SMS shall deliver those items as are required to be delivered by the Seller or SMS under this Agreement as set out in Section 5.2(3);

(b) the Purchaser shall deliver a discharge of the Purchaser Pledge; and

(c) Lithium HoldCo shall deliver to the Purchaser the 30% Interest and the 70% Interest, if not already delivered.

## ARTICLE 7
## TERMINATION OF JOINT VENTURE AND SHAREHOLDERS' AGREEMENT

### 7.1 Joint Venture and Shareholders' Agreement

At the Closing Time, the Parties, the Parent and the Purchaser will be deemed to have terminated the Joint Venture, and the JV Agreement and the Shareholders' Agreement shall be deemed to have been terminated by the Parties, the Parent and the Purchaser (as applicable) without any further action.

## ARTICLE 8
## [INTENTIONALLY DELETED]

## ARTICLE 9
## INFORMATION

### 9.1 Confidential Information

(1) Each of the Purchaser, the Seller, Parent, SMS and Lithium HoldCo will provide such information ("**Confidential Information**") as to its financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other Parties in connection with the transactions contemplated herein. Confidential Information shall not include information that: (i) is generally available to, and known by, the public through no fault of the recipient of the Confidential Information, its Affiliates or any of their respective Representatives; or (b) is lawfully acquired by the recipient of the Confidential Information, any of its Affiliates or any of their respective Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. Each Party shall hold, and shall use its reasonable best efforts to cause its Affiliates and Representatives to hold, all Confidential Information in confidence.

(2) No Confidential Information may be released to third parties by the recipient of Confidential Information without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent to the extent that such Confidential Information is compelled to be released by Applicable Laws or by a Governmental Entity.

(3) Each Party acknowledges that some or all of the Confidential Information is or may be undisclosed material information or price-sensitive information and that its use may be regulated or prohibited by Applicable Laws, including securities laws relating to insider trading, insider dealing and market abuse, and each Party undertakes not to use any Confidential Information of the other Parties in contravention of any Applicable Laws.

### 9.2 Access to Information

The Seller, SMS and the Purchaser recognize the existence of continuous and timely disclosure requirements under the securities regulatory regimes in which they operate. Accordingly, the Parties expressly undertakes to grant to the other Parties the right to access such information as such Party may reasonably require to facilitate its compliance with Applicable Laws on a timely basis.

### 9.3 Public Announcements

Unless otherwise required by Applicable Laws or stock exchange requirements (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

## ARTICLE 10
## INDEMNIFICATION

### 10.1 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties set out herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months therefrom. All covenants and agreements of the Parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any Claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall be barred by the expiration of the relevant representation or warranty unless proceedings shall have been commenced and served upon the breaching party within four months of the date of the service of the relevant notice of Claim.

The parties agree that:

(a) nothing in this Agreement shall in any way restrict or limit the general obligation at law of the parties to mitigate any loss or damage which they may suffer in consequence of any event giving rise to a Claim; and

(b) a Party shall not be liable in respect of any Claim to the extent that it arises, or its value is increased, as a result of a change in any law, legislation, rule or regulation (including any new law, legislation, rule or regulation) that comes into force or otherwise takes effect after the date of this Agreement.

### 10.2 Indemnification by the Parent, Seller and SMS

Subject to the other terms and conditions of this Article 10, the Parent, Seller and SMS shall jointly indemnify and defend each of the Purchaser and its Affiliates (including Lithium HoldCo) and their respective Representatives (collectively, the "**Purchaser Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Parent, Seller and SMS set out in this Agreement or in any certificate or instrument delivered by or on behalf of the Seller or SMS under this Agreement, as of the date such representation or warranty was made (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Parent, Seller, SMS or Lithium HoldCo under this Agreement; and

(c) any Liabilities arising out of or required to be paid by Lithium HoldCo relating to or in connection with any Claims commenced prior to the date hereof.

### 10.3 Indemnification by the Purchaser

Subject to the other terms and conditions of this Article 10, the Purchaser shall indemnify and defend each of the Parent, Seller and their Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Purchaser under this Agreement, as of the date such representation or warranty was made (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser under this Agreement.

### 10.4 Indemnification Procedures

(1) The Party making a claim under this Article 10 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article 10 is referred to as the "**Indemnifying Party**".

(2) Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Claim made or brought by any Person who is not a party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days

after receipt of such notice of such Third-Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defence of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defence. If the Indemnifying Party assumes the defence of any Third-Party Claim, subject to Section 10.4(3), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; *provided that*, if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party, or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement or fails to diligently prosecute the defence of such Third-Party Claim, the Indemnified Party may, subject to Section 10.4(3), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. The Seller and the Purchaser shall cooperate with each other in all reasonable respects in connection with the defence of any Third-Party Claim, including making available (subject to the provisions of Section 9.1) records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such Third-Party Claim.

(3) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 10.4(3). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume the defence of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defence under Section 10.4(2), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(4) Direct Claims. Any action by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (each, a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than sixty (60) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Lithium HoldCo's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(5) Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable under this Article 10, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The Parties agree that, if the Indemnifying Party does not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 4%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed, without compounding.

(6) Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Article 5, as the case may be.

(7) Exclusive Remedies. Subject to Section 12.9, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or wilful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be under the indemnification provisions set forth in this ARTICLE 10. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Applicable Laws, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this ARTICLE 10. Nothing in this Section 10.4(7)

shall limit any person's right to seek and obtain any equitable relief to which any person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or wilful misconduct.

## ARTICLE 11
## ARBITRATION

### 11.1 Best Endeavours to Settle Disputes

In the event of any dispute, Claim, question or difference arising out of or relating to this Agreement or any Closing Document or any breach hereof or thereof, the Parties shall use their best endeavours to settle such dispute, Claim, question or difference. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to all Parties.

### 11.2 Arbitration

(1) Except as is expressly provided in this Agreement, if the Parties do not reach a solution pursuant to Section 11.1 within a period of thirty (30) Business Days following the first notification in writing by any Party to another Party of any dispute, Claim, question or difference, then upon written notice by any Party to the others, the dispute, Claim, question or difference shall be finally settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

(2) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, or in the event of failure to agree within ten (10) Business Days, the Party initiating the arbitration and the Party against whom the Claim is being made shall each appoint an arbitrator, and the two arbitrators so appointed shall thereupon meet and select a third arbitrator and the third arbitrator alone shall be the arbitrator to hear and arbitrate the Dispute.

(3) Arbitration shall take place on the following basis:

(a) the dispute shall be decided by a single arbitrator;

(b) the seat of arbitration shall be Toronto, Ontario, or such other location as the Parties may agree;

(c) the language of the arbitration shall be English; and

(d) the governing law of the contract shall be the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(4) The arbitrator shall be instructed that time is of the essence in proceeding with their determination of any dispute, Claim, question or difference and, in any event, the arbitration award must be rendered within thirty (30) days of the commencement of the arbitration, or such other timeframe as the Parties may agree.

(5) The arbitration award shall be given in writing and shall be final and binding on the Parties, and shall deal with the question of costs of arbitration and all matters related thereto.

(6) Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

## ARTICLE 12
## GENERAL

### 12.1 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Purchaser, whether or not the Closing shall have occurred.

### 12.2 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.2):

(a) to the Purchaser at:

IberAmerican Lithium Inc.
365 Bay Street, Suite 800
Toronto, Ontario
M5H 2V1

Attention: Campbell Becher
Email: **REDACTED**

with a copy to:

Wildeboer Dellelce LLP
Suite 800
365 Bay Street
Toronto, Ontario
M5H 2V1

Attention: Peter Volk
Email: **REDACTED**

and to:

(b) to the Parent, Seller or SMS at:

Strategic Minerals Europe Corp.
Suite 800
365 Bay Street

Toronto, Ontario
M5H 2V1

Attention: Jaime Perez Branger
Email: **REDACTED**

### 12.3 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

### 12.4 Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Exhibits and the Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

### 12.5 Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; *provided that*, the Purchaser may, without the prior written consent of the Seller, assign all or any portion of its rights under this Agreement to a parent or a direct or indirect wholly owned subsidiary of the Purchaser. No assignment shall relieve the assigning party of any of its obligations hereunder.

### 12.6 No Third-Party Beneficiaries

Except as provided in ARTICLE 10, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of, this Agreement.

### 12.7 Amendment and Modification; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 12.8 Governing Law; Forum Selection

(1) 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.

(2) Subject to Article 11, any Claim arising out of or based upon this Agreement or the transactions contemplated hereby may be brought in the courts of the Province of Ontario, and each Party irrevocably submits and agrees to attorn to the exclusive jurisdiction of that court in any such Claim. The Parties irrevocably and unconditionally waive any objection to the venue of any Claim or proceeding in that court and irrevocably waive and agree not to plead or claim in that court that such Claim has been brought in an inconvenient forum.

## 12.9 Specific Performance

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

## 12.10 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Toronto time) on the next succeeding Business Day.

## 12.11 Remedies Cumulative

Unless otherwise stated in this Agreement, the rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

## 12.12 Further Assurances

Each Party shall from time to time execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as any of the other Parties may, before or after the Closing Date, reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof and thereof.

## 12.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

***[Signature page follows.]***

**IN WITNESS WHEREOF** this Agreement has been executed as of the date first above given.

**IBERAMERICAN LITHIUM INC.**

Per: (signed) "*Campbell Becher*"
Name: Campbell Becher
Title: President

**STRATEGIC MINERALS EUROPE INC.**

Per: (signed) "*Jaime Perez Branger*"
Name: Jaime Perez Branger
Title: Chief Executive Officer

**STRATEGIC MINERALS SPAIN S.L.U.**

Per: (signed) "*Jaime Perez Branger*"
Name: Jaime Perez Branger
Title: Authorized Signatory

**STRATEGIC MINERALS EUROPE CORP.**

Per: (signed) "*Jaime Perez Branger*"
Name: Jaime Perez Branger
Title: Chief Executive Officer

**EXHIBIT A**

**FORM OF RESIGNATION AND RELEASE**

**[INTENTIONALLY REMOVED]**

**EXHIBIT B**

**TRANSFER DEED**

**[INTENTIONALLY REMOVED]**