

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made this 22nd day of November 2024.

B E T W E E N:

PERSONS as identified in Schedule “A” hereto (collectively, the “**Vendors**”)

- and -

LEVIATHAN GOLD LTD., a corporation incorporated under the laws of the Province of British Columbia and a registered address situated at Suite 488, 1090 West Georgia St., Vancouver, British Columbia, V6E 3V7

(the “**Purchaser**”)

-and -

LS LITHIUM CORP., a corporation incorporated under the laws of the Province of British Columbia and a registered address situated at #704 – 595 Howe St., Vancouver, British Columbia, V6C 2T5

(the “**Company**”)

WHEREAS the Vendors are the registered and beneficial owners of all of the issued and outstanding securities (the “**Shares**”) of the Company;

AND WHEREAS the Purchaser desires to purchase all of the Shares from the Vendors and the Vendors desire to sell all of the Shares to the Purchaser;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants hereinafter contained and provided for 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. In this Agreement, unless the context otherwise requires, the terms set forth in Schedule “B” shall have the meanings set forth therein.

1.2 Entire Agreement. This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the purchase and sale of the Shares and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no warranties, representations and other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement or any other agreement or document to be delivered pursuant to this Agreement.

1.3 Extended Meanings. In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders.

1.4 Headings. The division of this Agreement into articles, sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 References. References to an article, section, subsection, paragraph, schedule or exhibit shall be construed as references to an article, section, subsection, paragraph, schedule or exhibit to this Agreement, unless the context otherwise requires.

1.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Currency. Unless otherwise specified, the word “dollar”, or the symbol “\$” refers to Canadian currency.

1.8 Schedules. The following is a list of schedules attached to and incorporated into this Agreement by reference and deemed as part of this Agreement.

<u>SCHEDULE</u>	<u>DESCRIPTION</u>
“A”	The Vendors and their Shareholdings
“B”	Definitions
“C”	Purchaser Shares

ARTICLE 2

PURCHASE AND SALE

2.1 Agreement to Purchase and Sell. Upon the terms and subject to the conditions contained in this Agreement, the Vendors agree to sell and the Purchaser agrees to purchase all of the Shares as of and with effect from the Closing Time on the Closing Date.

2.2 Purchase Price. The aggregate consideration payable to the Vendors for the purchase of the Shares shall be 9,000,000 common shares of the Purchaser (each a “**Purchaser Share**” and collectively the “**Purchaser Shares**”), having an aggregate value based on the closing price of the Purchaser’s common shares on the TSX Venture Exchange on the trading day immediately prior to the date of this Agreement. The Purchaser Shares shall be issued at the Closing Time to the Vendors based on the Share Exchange Ratio (provided that if the Share Exchange Ratio would result in a fractional Purchaser Share being issuable it shall be rounded down) and otherwise in accordance with the registration instructions to be completed and provided to the Purchaser in accordance with Section 5.5 and in the form of Schedule “C” hereto.

2.3 Securities Law Exemptions. The issuance of the Purchaser Shares will be made in reliance upon the exemptions from the prospectus requirements set out in Section 2.16 of National Instrument 45-106 *Prospectus Exemptions*. The Parties hereby acknowledge that the purchase of the Shares constitutes a take-over bid exempt from the take-over bid provisions of National Instrument 62-104 *Take-over Bids and Issuer Bids* pursuant to Section 4.3 - Non-reporting Issuer Exemption therein.

2.4 Tax Rollover. Each Vendor acknowledges that, subject to this Section 2.4, section 85.1 of the Tax Act applies to the disposition of Shares to pursuant to this Agreement. To the extent that any Vendor (other than a Vendor that is non-resident of Canada for purposes of the Tax Act) desires that the disposition occur on a fully or partially taxable basis, such Vendor may either (i) report the relevant full gain (if any) on their applicable income tax return, or (ii) request that the Purchaser make a joint election with such Vendors (referred to in this section as the “**Electing Vendors**”) in accordance with subsection 85(1) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation) (each a “**Section 85 Election**”). All such requested Section 85 Elections shall be prepared and filed by the accountants of the Electing Vendors who will be responsible for ensuring that such Section 85 Elections are prepared in prescribed form and filed within the prescribed time. The Purchaser shall execute all such documents and forms required to make any such Section 85 provided by a Vendor if: (i) the Elected Amount complies with the requirements under subsection 85(1) of the Tax Act, (ii) such draft Section 85 Election form is provided to the Purchaser for its review within 90 days of the Closing Date, and (iii) such Vendor considers in good faith and implements any comments reasonably requested by the Purchaser provided that such changes are not contrary to applicable law.

2.5 Capital Account of Purchaser. On the issuance of the Purchaser Shares, the aggregate amount added to the capital account maintained for the class of shares to which the

Purchaser Shares belong will be paid-up capital of the Shares for purposes of subsection 85.1(2.1) of the Tax Act.

ARTICLE 3

FURTHER COVENANTS

3.1 Due Diligence Access. During the Interim Period, the Purchaser shall allow the Company and its representatives:

- (a) full and free access during normal business hours to their corporate minute books and records, including contracts and share registers, personnel, properties and other documents and data;
- (b) copies of all such contracts, books, records and other existing documents and data as the Company or the Purchaser or its representatives may reasonably request; and
- (c) such other information about themselves as the Purchaser or its representatives may reasonably request.

3.2 Conduct of the Business. During the Interim Period, the Vendors shall (i) not dispose of, sell, transfer, encumber or permit any Encumbrance on the Shares, (ii) not take or refrain from taking any other action that would result in the representations and warranties in Section 4.1 or 4.2 to be false or misleading, and (iii) shall cause the Company to, and the Company shall:

- (a) carry on its business in the ordinary course and keep the Option Agreement in good standing and in full force and effect;
- (b) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber or permit any Encumbrance on any material portion of its assets other than in the ordinary course of business;
- (c) not issue any shares (or any rights or entitlements to acquire any shares) or permit the transfer of any shares;
- (d) keep the Option Agreement in good standing and in full force and effect;
- (e) not enter into any transaction other than in connection with the transactions contemplated hereby;
- (f) not alter or amend the notice of articles or articles of the Company;
- (g) not engage in any business enterprise or other activity different from that carried on as of the date hereof;
- (h) not redeem, purchase or offer to purchase any of its shares or other securities;

- (i) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies;
- (j) not incur or commit to incur any indebtedness for borrowed money or issue any debt instruments;
- (k) not approve, authorize or implement any change to the business, financial condition or management of the Company;
- (l) not take any step to dissolve, wind-up or otherwise affect the Company's continuing corporate existence or amalgamate or merge with any person;
- (m) not take or refrain from taking any other action that would result in the representations and warranties in Section 4.1 or 4.2 to be false or misleading.

3.3 Publicity. The Parties agree to keep confidential all negotiations with respect to the transactions contemplated between the parties herein, save and except for such disclosure as may be required by any applicable securities legislation, stock exchange rules or regulatory authorities. For greater certainty, it is anticipated that the Purchaser will issue a press release to announce the execution of this Agreement.

3.4 Non-solicitation. From the date hereof until the earlier of the Closing or the termination of this Agreement, the Company and the Vendors shall not solicit or enter into any negotiations or agreements with any Person other than the Purchaser with a view to the acquisition of the Shares by any Person other than the Purchaser.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendors. Each Vendor represents and warrants to the Purchaser with respect to itself only and not as to any other Vendor as follows and acknowledges that the Purchaser is relying on these representations and warranties in entering into this Agreement and performing its obligations under the same:

- (a) **Capacity and Authority** – The Vendor, if an individual, has full power, right and authority to own the Shares, enter into this Agreement and to perform their obligations under it. Each Vendor has attained the age of majority. The Vendor, if an individual, is not of unsound mind and has not been so found by a court in Canada or elsewhere. The Vendor, if a corporation, is duly incorporated, formed or organized under the laws of the jurisdiction of its incorporation and is in good standing (or equivalent) and has all the requisite power and authority to own, lease and operate its assets and properties, as applicable, and conduct its business as now owned or conducted and has all the authorizations required to own, lease or operate its properties and assets, as applicable.
- (b) **Title to Shares** – The Vendor is the sole legal and beneficial owner of the Shares opposite his, her or its name in Schedule “A” with good and marketable title thereto,

free and clear of any Encumbrances and such Shares represent all securities of the Company owned by the Vendor, beneficially or otherwise.

- (c) **No Option** – No Person has any agreement, right (including any pre-emptive right) or option, present or future, contingent, absolute or capable of becoming an agreement, or which with the passage of time or the occurrence of any event become an agreement, right (including a pre-emptive right) or option to acquire any Shares from the Vendor.
- (d) **No Shareholder Agreement** – There is no shareholder agreement, voting trust, proxy or other agreement or understanding relating to the Shares of the Vendor.
- (e) **Absence of Conflict** – The Vendor is not party to, bound or affected by any agreement which would be violated, breached or terminated by, or which would result in creation or imposition of any Encumbrance upon any of the Shares as a consequence of the execution and delivery of this Agreement or the consummation of the transactions contemplated in this Agreement. The consummation of transactions contemplated herein do not and will not conflict with, or result in a breach of, or constitute a default under the terms or conditions or any court or administrative order or process, any agreement or instrument to which the Vendor is a party or by which the Vendor is bound.
- (f) **Regulatory or other Third Party Approvals** – No authorization, approval, order, license, permit or consent of any Governmental Authority or other third person, and no registration, declaration or filing by any of them with any such Governmental Authority is required for the Vendor to (i) consummate the transactions contemplated by this Agreement; (ii) to execute and deliver all of the documents and instruments to be delivered by the Vendor under this Agreement; (iii) to duly perform and observe the terms and provisions of this Agreement; and (iv) to render this Agreement legal, valid, binding and enforceable subject to laws generally affecting creditors' rights and to principles of equity.
- (g) **Residence** – Except as indicated beside the name of the Vendor in Schedule "A", the Vendor is not a non-resident of Canada for the purposes of the Tax Act.
- (h) **Binding Agreement** – This Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.
- (i) **Bankruptcy / Liquidation** – No proceedings have been taken, are pending or have been authorized, and no receiver or trustee has been appointed for the Vendor by the Vendor or by any other person in respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Vendor.
- (j) **Litigation** – There are no judgements, decrees, injunctions, rulings or orders of any court, arbitrator, federal, provincial, state, municipal or other governmental authority, department, commission, board, bureau or agency, or any actions, suits,

grievances or proceedings (whether or not on behalf of the Vendor) commenced, pending or threatened against or relating to the Vendor which may result in the imposition of a Encumbrance on the Shares or which may prevent, delay, make illegal or otherwise interfere with the consummation of the transactions contemplated in this Agreement.

- (k) **Arm's Length** – The Vendor deals at arm's length with the Purchaser and all of its affiliates or associates for purposes of the Tax Act.
- (l) **No Insider** – As of the Closing Date and upon the issuance of the Purchaser Shares, no Vendor will own, direct or control individually more than 9.99% of the total issued and outstanding common shares of the Purchaser. No Vendor is an affiliate of any other Vendor and no Vendor is acting jointly or in concert with any other Vendor.
- (m) **Not Taxable Canadian Property** – The Shares are not taxable Canadian property for purposes of the Tax Act. Each Vendor holds the Shares as capital property for purposes of Tax Act.

4.2 Representations and Warranties of the Company. The Company represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on these representations and warranties in entering into this Agreement and performing its obligations under the same:

- (a) **Due Incorporation** – The Company is a corporation duly incorporated and validly existing in good standing under the laws of the Province of British Columbia.
- (a) **Capacity to Enter Agreement** – The Company has all necessary power, authority and capacity to enter into this Agreement and the Option Agreement and perform its obligations hereunder and thereunder.
- (b) **Due Corporate Authorization** – The Company's execution and delivery of this Agreement and the Option Agreement and its performance of its obligations hereunder and thereunder have been duly authorized by all necessary proceedings of the directors and shareholders of the Company.
- (c) **Binding Obligation** – This Agreement and the Option Agreement have been duly executed and delivered by the Company and constitutes a valid and binding obligation on its part.
- (d) **Capacity to Carry on Business** – The Company has all necessary power, authority and capacity to carry on the business currently carried on by it and to own the assets currently owned by it. The Company has obtained all permits, certificates, approvals, registrations and licenses which are required for the operation of its business as it is presently being conducted, and no violations thereof have been experienced, noted, or recorded, and no proceeding is pending or threatened to revoke or limit any of them.

- (e) **Title to Assets** – The Company is the sole legal and beneficial owner of its assets (including without limitation the Option Agreement), as disclosed in its books, records and accounting records, with good and marketable title thereto free and clear of any Encumbrances except for the Permitted Encumbrances.
- (f) **Title to Shares** – The Vendors are the registered owners of all of the Shares of the Company.
- (g) **Option Agreement** – The Company has performed all of the obligations required to be performed by it and is entitled to all benefits under and is not in default or alleged to be in default in respect of the Option Agreement. The Option Agreement is in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default under the Option Agreement. There is no dispute between the Company and any other party under the Option Agreement.
- (h) **Constating Documents** – The notice of articles and articles of the Company have not been altered since the incorporation of the Company except as disclosed in the minute books of the Company.
- (i) **Corporate Records** – All material transactions of the Company have been promptly and properly recorded or filed in or with its respective books and records, and the minute books of the Company contain all records of the meetings and proceedings of shareholders and directors thereof.
- (j) **Business in Ordinary Course** – The Company has carried on its business in the ordinary course of business and there have been no material adverse changes in its business or assets.
- (k) **Accounting Records** – The Company’s accounting records for its most recently completed fiscal year and its most recently completed interim fiscal period are substantially true and correct in every material respect and present fairly the financial position of the Company and the results of its operations for the periods then ended.
- (l) **Liabilities** – Except for the obligations of the Company in respect of the Option Agreement, the Company has no liabilities which are not disclosed or reflected in the Company’s accounting records, except those incurred in the ordinary course of business since the end of the last fiscal period reported on the Company’s accounting records, and will have working capital of no less than \$nil. The Company has not guaranteed, or agreed to guarantee, any debt, liability or other obligation of any Person.
- (m) **Borrowing** – The Company is not party to any agreement, arrangement or understanding (or purported agreement, arrangement or understanding) for any material lending or borrowing (or both) of any money including suretyship, mortgage, charge, pledge, hypothecation, financing facility, general security

agreement, unpaid dividends, bond, note, debenture, loan stock or similar investment with respect to the liabilities of any Person.

- (n) **Share Capital** – The authorized share capital of the Company consists of an unlimited number of common shares, and no other shares, of which 12,000,001 common shares are issued and outstanding.
- (o) **Due Issuance** – The Shares have been validly issued to the Vendors as fully-paid and non-assessable and no moneys are owing in respect of them. None of the Shares have been issued in violation of any pre-emptive or other third party rights.
- (p) **No Option** – No Person has any agreement, right (including any pre-emptive right) or option, present or future, contingent, absolute or capable of becoming an agreement, or which with the passage of time or the occurrence of any event become an agreement, right (including a pre-emptive right) or option to acquire any Shares or other securities of the Company.
- (q) **Subsidiaries** – The Company does not own, directly or indirectly, any shares or interest in any other Person.
- (r) **Absence of Conflict** – The Company is not a party to, bound or affected by any agreement which would be violated, breached or terminated by, or which would result in creation or imposition of any Encumbrance, except for the Permitted Encumbrances, upon any of the Shares as a consequence of the execution and delivery of this Agreement or the consummation of the transactions contemplated in this Agreement. The consummation of transactions contemplated herein do not and will not conflict with, or result in a breach of, or constitute a default under the terms or conditions of any constating documents or by-laws of the Company, any court or administrative order or process, any agreement or instrument to which the Company is party or by which it is bound.
- (s) **Regulatory or other Third Party Approvals** – No authorization, approval, order, license, permit or consent of any Governmental Authority or other third person, and no registration, declaration or filing by any of them with any such Governmental Authority is required for the Company to (i) consummate the transactions contemplated by this Agreement or the Option Agreement; (ii) to execute and deliver all of the documents and instruments to be delivered by the Company under this Agreement or the Option Agreement; (iii) to duly perform and observe the terms and provisions of this Agreement or the Option Agreement; and (iv) to render this Agreement and the Option Agreement legal, valid, binding and enforceable subject to laws generally affecting creditors' rights and to principles of equity.
- (t) **No Bankruptcy** – No proceedings have been taken, are pending or authorized by the Company or by any other person in respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Company.
- (u) **Litigation** – There are no judgements, decrees, injunctions, ruling or orders of any court, Governmental Authority or arbitration, or any actions, suits, grievances or

proceedings (whether or not on behalf of the Company) pending or threatened against the Company which may materially increase the Company's liabilities.

- (v) **Taxes** – The Company is not now and at the Closing Date will not be in arrears or in default in respect of the filing of any required federal, provincial or municipal tax or other return, and all such returns are complete and correct in all respects. The Company has paid and will pay all taxes, filing fees and other assessments due and payable or collectable. The Company has never had any employees and is not subject to any withholding tax or payroll taxes in respect of any person including any employees, contractors or non-residents of Canada. The Company is a taxable Canadian company for purposes of the Tax Act.

4.3 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendors and the Company as follows and acknowledges that the Vendors and the Company are relying on these representations and warranties in entering into this Agreement and performing their obligations under the same:

- (a) **Due Incorporation** – The Purchaser is a corporation duly incorporated and validly existing in good standing under the laws of the Province of British Columbia.
- (a) **Capacity to Enter Agreement** – The Purchaser has all necessary power, authority and capacity to enter into this Agreement and perform its obligations hereunder.
- (b) **Due Corporate Authorization** – The Purchaser's execution and delivery of this Agreement and its performance of its obligations hereunder have been duly authorized by all necessary proceedings of the directors and shareholders of the Purchaser.
- (c) **Binding Obligation** – This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation on its part.
- (d) **Absence of Conflict** – The Purchaser's execution of this Agreement and the consummation of transactions contemplated herein do not and will not conflict with, or result in a breach of, or constitute a default under the terms or conditions of any constating documents or by-laws of the Purchaser, any court or administrative order or process, any agreement or instrument to which the Purchaser is party or by which it is bound.
- (e) **Reporting Issuer Status** – The Purchaser is a reporting issuer (as that term is defined in the *Securities Act* (British Columbia)) in the provinces of Alberta and British Columbia and is a Reporting Issuer in good standing in each of the provinces of Alberta and British Columbia (the foregoing state of affairs being hereinafter known as the “**Reporting Issuer Status**”). No order is outstanding preventing or suspending trading in any securities of the Purchaser, no such proceeding is threatened, or to the best of the Purchaser's knowledge, pending.
- (f) **Public Record** - To the best of the Purchaser's knowledge, the information and statements set forth in the Public Record were true, correct, and complete in all

material respects and did not contain any misrepresentation, in each case as of the date of such information or statement, and the Purchaser has not filed any confidential material change reports which are still maintained on a confidential basis.

- (g) **Financial Statements** – The Purchaser’s financial statements for its most recently completed fiscal year and its most recently completed interim fiscal period present fairly the financial position of the Purchaser and the results of its operations for the periods then ended, in accordance with International Financial Reporting Standards.
- (h) **Business in Ordinary Course** – Since the end of the most recent financial statements of the Purchaser filed on the Public Record, the Purchaser has carried on its business in the ordinary course of business and there have been no material adverse changes in its business or assets.
- (i) **Assets** – The Purchaser has no assets which are not disclosed or reflected in the Purchaser’s financial statements.
- (j) **Liabilities** – The Purchaser has no liabilities which are not disclosed or reflected in the Purchaser’s financial statements, except those incurred in the ordinary course of business since the end of the last fiscal period reported on in the Purchaser’s financial statements.
- (k) **Share Capital** – The authorized share capital of the Purchaser consists of an unlimited number of common shares, and no other shares, of which 19,944,764 common shares were issued and outstanding as at the date of this Agreement.
- (l) **Due Issuance** – At Closing the Purchaser Shares will be issued to the Vendors as fully-paid and non-assessable shares in the capital of the Purchaser.
- (m) **Regulatory or other Third Party Approvals** – Except for Exchange Approval, no authorization, approval, order, license, permit or consent of any Governmental Authority or other Person, and no registration, declaration or filing by any of them with any such Governmental Authority is required for the Purchaser to (i) consummate the transactions contemplated by this Agreement; (ii) to execute and deliver all of the documents and instruments to be delivered by the Purchaser under this Agreement; (iii) to duly perform and observe the terms and provisions of this Agreement; and (iv) to render this Agreement legal, valid, binding and enforceable subject to laws generally affecting creditors’ rights and to principles of equity.
- (n) **No Bankruptcy** – No proceedings have been taken, are pending or authorized by the Purchaser or by any other person in respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser.
- (o) **Litigation** – There are no judgements, decrees, injunctions, ruling or orders of any court, Governmental Authority or arbitration, or any actions, suits, grievances or

proceedings (whether or not on behalf of the Purchaser) pending or threatened against the Purchaser which may materially increase the Purchaser's liabilities.

- (p) **Taxes** – The Purchaser is not now and at the Closing Date will not be in arrears or in default in respect of the filing of any required federal, state, provincial or municipal tax or other return, and to the best of the Purchaser's knowledge, no such return contains any misstatement or conceals any statement that should have been included therein. The Purchaser has paid and will pay all taxes, filing fees and other assessments due and payable or collectable. The Purchaser has withheld and will withhold up to the Closing Date from each payment made to any employee the amount of all taxes (including but not limited to income tax) and other deductions required to be withheld therefrom and has paid or will pay such amounts to the proper tax or other receiving authority.

4.4 Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall survive the Closing until the expiry of one year from the Closing Date, after which time, if no claim shall have been made against a Party with respect to any incorrectness or in breach of any representation or warranty, that Party shall have no further liability under this Agreement with respect to the representation or warranty, except in the case of a claim in respect of the representations or warranties relating to title of each Vendor to the Shares owned by it as set out in Sections 4.1 (a), (b), (c), (g), (k) and (m) there shall be no time limit within which such a claim may be made.

4.5 Certificates and Instruments Included. All statements contained in any certificate or any instrument delivered by or on behalf of a Party pursuant to or in connection with the transactions contemplated by this Agreement shall be deemed to be made by such Party under this Agreement.

ARTICLE 5

CLOSING

5.1 Closing. The Closing shall take place electronically at the Closing Time on the Closing Date, subject to the satisfaction of the conditions set out in Sections 5.2 and 5.3 below, in accordance with the procedures set out in Section 5.5 below.

5.2 Conditions for the Purchaser's Benefit. The Purchaser shall not be obliged to complete the purchase of the Shares unless each of the following conditions shall have been satisfied on or before the Closing Date:

- (a) **Accuracy of Representations** – The representations and warranties of the Vendors and the Company set forth in Sections 4.1 and 4.2 above shall be true and correct as of the Closing Date, except as those representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and the Purchaser shall have received a certificate from the Vendor Representative (on its own behalf and on behalf of the other Vendors) and the Company, as applicable, confirming the foregoing.

- (b) **Optionor Confirmation** – The Purchaser shall have received a certificate from the Optionor that the Company is not in breach of the Option Agreement and all obligations required to be satisfied by the Company under the Option Agreement as at the date that is 3 Business Days before the Closing Date have been satisfied by the Company.
- (c) **Performance of Obligations** – The Company and the Vendors shall have performed all of the obligations hereunder to be performed by them under this Agreement and the Option Agreement at or prior to the Closing. The Company and the Vendors shall not be in breach of any provision of this Agreement or the Option Agreement.
- (d) **Deliveries** – The Vendors shall have delivered or caused to be delivered to the direction of the Purchaser possession of the Shares free and clear of any Encumbrances, together with all endorsements and documents required to authorize or give effect to said transfer.
- (e) **Closing Documentation** – The Purchaser will have received from the Company the following closing documentation:
 - (i) a certificate of good standing (or the equivalent) for the Company dated not more than 2 Business Days prior to the Closing Date; and
 - (ii) a mineral title and corporate status legal opinion in respect of Društvo sa ograničenom odgovornošću “Outcrop 44”, to the satisfaction of legal counsel to the Purchaser.
- (f) **Consents, Authorizations and Registrations** – Exchange Approval and all other consents, approvals, orders and authorizations of, from or notifications to any Persons or Governmental Authorities required (if any) in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Closing or the performance of any of the terms and conditions of this Agreement shall have been obtained on or before the Closing Date on customary terms.
- (g) **No Claims** – There shall be no injunction or order issued preventing, and no pending or threatened claim, action, litigation or proceeding, judicial or administrative, or investigation against any Party by any Governmental Authority or Person for the purpose of enjoining or preventing the consummation of this Agreement, or otherwise claiming that this Agreement or the consummation thereof is improper or would give rise to proceedings under any statute or rule of law.
- (h) **No Material Changes** – During the Interim Period, there shall have been no adverse change in the business, assets, share capital or liabilities of the Company or any of the parties to the Option Agreement, or in the Company’s title to its assets (or to the title of the assets in respect of the parties to the Option Agreement). Neither the Company nor the parties to the Option Agreement shall have sold or pledged or permitted any Encumbrance on any assets subject to the Option Agreement.

5.3 Conditions for the Vendors' Benefit. The Vendors shall not be obliged to complete the sale of the Shares unless each of the following conditions shall have been satisfied on or before the Closing Date (as determined by the Vendor Representative on behalf of all Vendors and the Company):

- (a) **Accuracy of Representations** – The representations and warranties of the Purchaser set forth in Section 4.3 above shall be true and correct in all material respects as of the Closing Date, except as those representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement, including, without limitation, those in the ordinary course of business, and the Vendors shall have received a certificate from the Purchaser confirming the foregoing.
- (a) **Performance of Obligations** – The Purchaser shall have performed all of the obligations hereunder to be performed by it at or prior to the Closing.
- (b) **Deliveries** – The Purchaser shall have delivered or caused to be delivered to the direction of the Vendors possession of the Purchaser Shares free and clear of any Encumbrances, other than such Encumbrances as may be imposed by Securities Regulatory Authorities, together with all endorsements and documents required to authorize or give effect to said transfer.
- (c) **Consents, Authorizations and Registrations** – The Purchaser shall have obtained Exchange Approval for the issuance of the Purchaser Shares.
- (d) **No Claims** – There shall be no injunction or order issued preventing, and no pending or threatened claim, action, litigation or proceeding, judicial or administrative, or investigation against any Party by any Governmental Authority or Person for the purpose of enjoining or preventing the consummation of this Agreement, or otherwise claiming that this Agreement or the consummation thereof is improper or would give rise to proceedings under any statute or rule of law.

5.4 Failure to Satisfy Conditions. If any condition set forth in Sections 5.2 or 5.3 is not satisfied at the Closing Date, or if it becomes apparent that any such condition can not be satisfied at the Closing Date, the Party entitled to the benefit of such condition (the “**First Party**”) may in accordance with Section 7.1 terminate this Agreement by notice in writing and in such event:

- (a) unless the defaulting Party (being in the case of a default by the Purchaser, the Purchaser and in the case of a default by a Vendor or the Company, the Vendor Representative acting on behalf of all Vendors and the Company) (such defaulting Party the “**Defaulting Party**”) can show that the condition or conditions which have not been satisfied and for which the First Party has terminated this Agreement are reasonably capable of being performed or caused to be performed by the Defaulting Party or have not been satisfied by reason of a default by the First Party hereunder, the First Party shall be released from all obligations hereunder; and

- (b) unless the First Party can show that the condition or conditions which have not been satisfied and for which the First Party has terminated this Agreement are reasonably capable of being performed or caused to be performed by the Defaulting Party or have not been satisfied by reason of a default by the Defaulting Party hereunder, then the other Party shall also be released from all obligations hereunder;

provided however that no release of obligations under this Section 5.4 shall release any Party from any obligation under Section 3.3 [Publicity], Section 6.1 [Transaction Expenses] or Section 7.2 [Indemnification].

5.5 Closing Procedures. At the Closing Time:

- (a) at least three Business Days prior to the Closing Time each Vendor shall deliver registration and delivery instructions in the form of Schedule “C” hereto with respect to the Purchaser Shares to be issued to the Vendor;
- (b) the Vendors shall deliver to the Purchaser share certificates representing the Shares, duly signed for transfer, together with all other documentation required to transfer title of the Shares to the Purchaser;
- (c) the Vendors and Company shall cause all of the Company directors and officers to resign as at the Closing Time and to have appointed designees of the Purchaser;
- (d) the Vendors shall cause the Company to deliver to the Purchaser all books and records of the Company; and
- (a) the Purchaser shall deliver to the Vendors direct registration statements (“DRS”) or share certificates representing the Purchaser Shares in accordance with the instructions on Schedule “C” hereto.

5.6 Non-Waiver. No investigations made by or on behalf of any Party at any time shall have the effect of waiving or diminishing the scope of or otherwise affecting any representation, warranty or indemnity made by or imposed upon the Parties pursuant to this Agreement.

ARTICLE 6

TRANSACTION EXPENSES

6.1 The Purchaser will bear all costs and expenses incurred by it in negotiating this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

ARTICLE 7

GENERAL

7.1 Termination

- (a) This Agreement may be terminated at any time prior to the Closing Date:

- (i) by the mutual agreement of the Purchaser and the Vendor Representative (acting on behalf of all Vendors and the Company);
 - (ii) under the circumstances described in Section 5.4 by written notice by either the Purchaser or the Vendor Representative (acting on behalf of all Vendors and the Company), as applicable based on who the First Party is;
 - (iii) by either the Purchaser or the Vendor Representative (acting on behalf of all Vendors and the Company) if:
 - (A) the purchase and sale of the Shares shall not have been completed by March 31, 2025 (or such other date, if any, as the Company and the Vendor Representative (acting on behalf of all Vendors and the Company) may agree on in writing), if the failure to complete such purchase and sale on or before such date is not caused by any breach of this Agreement by the Party (or the persons such Party is a representative of) electing to terminate; or
 - (B) the purchase and sale of the Shares would violate any non-appealable final order, decree or judgement of any court or Governmental Authority having competent jurisdiction;
- (b) If this Agreement is terminated under Section 7.1, such termination shall be without liability of the non-terminating Party to the terminating Party, provided that if such termination shall result from the failure of the Party (or the person who such Party is a representative of) to perform a covenant of this Agreement or from breach by such Party of this Agreement, such Party shall be fully liable for any and all damages, costs and expenses (including, but not limited to, reasonable counsel fees and disbursements) sustained or incurred by the terminating Party.

7.2 Indemnification Obligations.

- (a) The Purchaser shall indemnify, defend, and hold harmless the each Vendor and its affiliates, officers, directors, employees, and agents from and against any and all Losses arising out of or resulting from (i) any breach of any representation or warranty made by the Purchaser in this Agreement; (ii) any breach by the Purchaser of any covenant contained in this Agreement; or (iii) any act or omission of the Purchaser in connection with the transactions contemplated by this Agreement.
- (b) Each Vendor shall indemnify, defend, and hold harmless the Purchaser and its affiliates, officers, directors, employees, and agents from and against any and all Losses arising out of or resulting from (i) any breach of any representation or warranty made by the Vendor in Section 4.1 of this Agreement; (ii) any breach by the Vendor of any covenant contained in this Agreement; or (iii) any act or omission of the Vendors in connection with the transactions contemplated by this Agreement.
- (c) The indemnified Party shall promptly notify the indemnifying Party of any claim or demand that may give rise to an indemnification obligation under this Section

7.2. The indemnifying Party shall have the right to defend such claim or demand, at its own expense, with counsel reasonably satisfactory to the indemnified Party.

- (d) The indemnification obligations set forth in this Section 7.2 shall survive the Closing for a period of two years, after which time, if no claim shall have been made against a Party with respect to any incorrectness or in breach of any representation or warranty, that Party shall have no further liability under this Agreement with respect to the representation or warranty.

7.3 Notices. All notices, requests, demands and other communications hereunder must be made in writing and will be deemed to have been duly given if delivered by courier, sent by prepaid registered mail addressed to the addressee, or sent by electronic mail if such notice is delivered:

- (a) if to the Company or the Vendors as follows:

LS Lithium Corp.
#704 – 595 Howe St.,
Vancouver, British Columbia,
V6C 2T5

Attention: James Rogers
Email: [REDACTED]

- (b) if to the Purchaser:

Leviathan Gold Ltd.
Suite 488, 1090 West Georgia St.,
Vancouver, British Columbia,
V6E 3V7

Attention: Jonathan Richards
E-mail: [REDACTED]

Any notice given by personal delivery shall be deemed to be received on the date of delivery. Any notice sent by courier shall be deemed to be received on the next Business Day following the deposit of the communication with the courier service. Any notice sent by prepaid registered mail shall be deemed to be received on the fifth day other than a Saturday, Sunday or statutory holiday in Ontario, following the deposit of the communication in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication may not be mailed but must be given by personal delivery or by electronic communication. Any notice sent by electronic mail shall be deemed to have been received on the date of its transmission if transmitted before 4:30 p.m. (Toronto time), and on the next Business Day following the date of its transmission if transmitted after that time.

7.4 Time of Essence. Time shall be of the essence in all respects of this Agreement.

7.5 Further Assurances. The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to complete the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to give effect to this Agreement and carry out its provisions.

7.6 Public Notice. All public notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and co-ordinated by the Parties and no Party shall act unilaterally in this regard without the prior consent of the other Party, such approval not to be unreasonably withheld.

7.7 Amendment. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both Parties.

7.8 Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7.9 Assignment. This Agreement and the rights or obligations hereunder or thereunder may not be assigned by a Party without the prior written consent of all other Parties.

7.10 Binding Agreement. This Agreement shall be binding on and enure to the benefit of both Parties and their respective successors and permitted assigns. In addition all obligations of the Parties under this Agreement shall also be binding upon any and all directors, officers, employees, consultants, advisors and agents of each Party as well as all parent corporations, subsidiaries, related and affiliated companies thereof.

7.11 Severability. If any provision of this Agreement is determined to be prohibited, void or unenforceable in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agreement and shall be severable from this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.12 Independent Legal Advice. The Vendors and the Company each acknowledges having been advised to seek independent legal counsel in respect of the Agreement and the matters contemplated herein. To the extent that declines to receive independent legal counsel in respect of the Agreement, that Party hereby waives the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the other Parties hereto, or to otherwise attack the integrity of the Agreement and the provisions thereof, in whole or in part.

7.13 Vendor Representative. Each Vendor hereby irrevocably appoints the Vendor Representative the agent and attorney-in-fact of Vendors for the purposes of acting in the name and stead of the Vendors as expressly provided in this Agreement. From the date of this Agreement until the Closing Date, the Company hereby irrevocably appoints the Vendor Representative the

agent and attorney-in-fact of the Company for the purposes of acting in the name and stead of the Company as expressly provided in this Agreement but only during the aforementioned time period.

The Purchaser will be fully protected in dealing with the Vendor Representative with respect to this Agreement, the other transaction documents and the transactions contemplated hereby and thereby, and Purchaser may rely on the appointment and authority of the Vendor's Representative granted pursuant to this Agreement. In so doing, Purchaser may rely on any and all actions taken by and decisions of the Vendor Representative under this Agreement notwithstanding any dispute or disagreement among any Vendor, the Company or the Vendor Representative with respect to any such action or decision without any liability to, or obligation to make any enquiry. Any decision, act, consent or instruction of the Vendor Representative shall constitute a decision of all Vendors and the Company and shall be final and binding upon the Company and each Vendor.

7.14 Counterparts. This Agreement may be executed by the Parties in one or more counterparts by facsimile, each of which when so executed and delivered shall be an original and such counterparts shall together constitute one and the same instrument.

[remainder of the page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date written above.

THE VENDORS:

OCEANSIDE STRATEGIES INC.

"Dain Currie"

Name: Dain Currie
Title: Authorized Signatory
I have authority to bind the Corporation

KLUANE CAPITAL FZCO

"James Rogers"

Name: James Rogers
Title: Authorized Signatory
I have authority to bind the Corporation

1920585 ALBERTA LTD.

"Aaron Bunting"

Name: Aaron Bunting
Title: Authorized Signatory
I have authority to bind the Corporation

0916855 BC LTD.

"Ryan Dunfield"

Name: Ryan Dunfield
Title: Authorized Signatory
I have authority to bind the Corporation

Witness)
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)
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)
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"Lowell Schmidt"
LOWELL SCHMIDT

Witness)
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"Brian T. O'Neill"
BRIAN T. O'NEILL

SCHEDULE "A"

THE VENDORS AND THEIR SHAREHOLDINGS

Name of Vendor	# of Shares held	Canadian Resident (Y/N)
Oceanside Strategies Inc.	3,000,000	N
Kluane Capital FZCO	2,500,000	N
1920585 Alberta Ltd.	100,000	Y
0916855 BC Ltd.	200,000	Y
Lowell Schmidt	2,000,001	Y
Brian T. O'Neill	15,000	Y
Brian Paes-Braga	185,000	N
Jesse Collison	2,000,000	Y
David Schmidt	2,000,000	Y

SCHEDULE “B”

DEFINITIONS

“**Agreement**” means this Agreement and any instrument supplemental or ancillary to it.

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“**Claims**” means claims, demands, actions, causes of action, damages, losses, costs, fines, penalties, interest, liabilities and expenses, including, without limitation, reasonable legal fees.

“**Closing**” means the completion of the purchase and sale of the Shares pursuant to this Agreement.

“**Closing Date**” means the date on which the exchange of the Shares by the Vendors for the Purchaser Shares occurs or such later date as may be agreed upon by the Parties.

“**Closing Time**” means 8:00 am (Toronto time) on the Closing Date or such other time on the Closing Date as may be agreed to by the Parties.

“**Company**” has the meaning set out in the preamble of this Agreement.

“**Electing Vendors**” has the meaning set out in Section 2.4 of this Agreement.

“**Encumbrances**” means any mortgage, charge, pledge, hypothecate, lien, encumbrance, restriction, option, right of others or security interest of any kind.

“**Exchange**” means the TSX Venture Exchange.

“**Exchange Approval**” means the approval of the Exchange for the transactions contemplated hereby which approval may, at the discretion of the Exchange, require the Purchaser to obtain approval of its shareholders.

“**Governmental Authorities**” means any applicable Canadian or non-Canadian federal, provincial and municipal agency, ministry, crown corporation, department, inspector and official.

“**Interim Period**” means the period commencing on the date of this Agreement and ending immediately before the Closing Time on the Closing Date.

“**Losses**” means any losses, liabilities, damages, penalties, fines, costs or expenses including Taxes and all reasonable costs incurred in investigating or pursuing any of the foregoing (including reasonable legal fees and expenses), but excluding any special, indirect, consequential, punitive or aggravated damages.

“**Option Agreement**” means the amended and restated share purchase option agreement entered among the Company and the Optionors dated May 30, 2024.

“**Optionors**” means Društvo sa ograničenom odgovornošću “Outcrop 44”, Nenad Toholj and Boban Jolović.

“**Parties**” means the parties to this Agreement and “**Party**” means any one of them.

“**Permitted Encumbrances**” means such encumbrances arising from the terms of the Option Agreement.

“**Person**” means an individual, body corporate, partnership, trustee, trust, unincorporated association, executor, administrator or legal representative.

“**Public Record**” means all information filed by or on behalf of Purchaser at www.sedarplus.ca (or any predecessor website) since January 1, 2023.

“**Purchaser**” has the meaning set out in the preamble of this Agreement.

“**Purchaser Shares**” means the common shares of the Purchaser to be issued pursuant to the transactions contemplated by this Agreement.

“**Section 85 Election**” has the meaning set out in Section 2.4 of this Agreement.

“**Securities Regulatory Authorities**” means each of the Alberta Securities Commission and the British Columbia Securities Commission and the Exchange.

“**Share**” means a common share of the Company.

“**Share Exchange Ratio**” means 0.75 of a Purchaser Share for each Share.

“**Shares**” means all of the issued and outstanding common shares of the Company owned by the Vendors.

“**Vendor Representative**” means James Rogers.

“**Vendors**” has the meaning set out in the preamble of this Agreement.

SCHEDULE "C"

PURCHASER SHARES ISSUED TO THE VENDORS

Name of Vendor	Number of Purchaser Shares Issued at Closing	Registration Information	Delivery Instructions	DRS or Share Certificate
Oceanside Strategies Inc.	2,250,000	[REDACTED]	[REDACTED]	DRS
Kluane Capital FZCO	1,875,000	[REDACTED]	[REDACTED]	DRS
1920585 Alberta Ltd.	75,000	[REDACTED]	[REDACTED]	DRS
0916855 BC Ltd.	150,000	[REDACTED]	[REDACTED]	DRS
Lowell Schmidt	1,500,000	[REDACTED]	[REDACTED]	DRS
Brian T. O'Neill	11,250	[REDACTED]	[REDACTED]	DRS

Brian Paes-Braga	138,750	[REDACTED]	[REDACTED]	DRS
Jesse Collison	1,500,000	[REDACTED]	[REDACTED]	DRS
David Schmidt	1,500,000	[REDACTED]	[REDACTED]	DRS