LITHIUM IONIC CORP.

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

to be held on August 18, 2026

at the offices of Miller Thomson LLP at
Suite 6600, 40 King Street West, Toronto, Ontario M5H 3S1

July 14, 2026

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

WHEN:	WHERE:	RECORD DATE:
August 18, 2026 at 10:00 a.m. (Eastern time)	The offices of Miller Thomson LLP at Suite 6600, 40 King Street West, Toronto, Ontario M5H 3S1	July 3, 2026

NOTICE IS HEREBY GIVEN that an ANNUAL GENERAL AND SPECIAL MEETING (the "**Meeting**") of holders (the "**Shareholders**") of common shares (the "**Common Shares**") of Lithium Ionic Corp. (the "**Corporation**") will be held on August 18, 2026 at 10:00 a.m. (Eastern time) at the offices of Miller Thomson LLP at Suite 6600, 40 King Street West, Toronto, Ontario M5H 3S1.

The Meeting will be held for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Corporation for the financial year ended December 31, 2025, together with the reports of the auditors thereon;

2. to fix the number of directors to be elected at the Meeting at six (6), or such number determined by the Board in accordance with the Act;

3. to elect the directors of the Corporation;

4. to re-appoint Deloitte LLP, Chartered Professional Accountants, as the auditors of the Corporation for the ensuing year and to authorize the directors of the Corporation to fix their remuneration and the terms of their engagement;

5. to consider and, if thought fit, to approve an ordinary resolution ratifying and approving the Corporation's stock option plan, as such resolution is set forth in the Corporation's management information circular dated July 14, 2026 (the "**Management Information Circular**");

6. to consider and, if thought fit, to approve an ordinary resolution approving the Corporation's amended restricted share unit and deferred share unit plan, as such resolution is set forth in the Management Information Circular;

7. to consider and, if thought fit, to approve an ordinary resolution ratifying and approving the Corporation's amended and restated advance notice policy, as such resolution is set forth in the Management Information Circular; and

8. to transact such other business as may properly be brought before the Meeting or any adjournment or adjournments thereof.

The Management Information Circular provides additional information relating to voting and the matters to be dealt with at the Meeting and forms part of this Notice of Meeting. The record date for the determination of those Shareholders entitled to receive the Notice of Meeting is the close of business, being 5:00 p.m. (Eastern time), on July 3, 2026.

Management of the Corporation is soliciting proxies on the accompanying proxy or voting instruction form. All Shareholders are strongly encouraged to vote by submitting their proxy (or voting instruction form) prior to the Meeting by one of the means described in the Management Information Circular accompanying this Notice.

In connection with the Meeting, the Corporation will be using the Canadian Securities Administrators' "notice-and-access" delivery method which allows the Corporation to furnish the Management Information Circular and accompanying materials to Shareholders via the internet, thereby resulting in lower administrative costs and a reduction in the environmental impact of the Meeting.

Instructions for Voting Your Proxy

If you are a registered Shareholder and are unable to attend the Meeting, please complete, sign, date and return the enclosed form of proxy to TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1, or by facsimile to 416-595-9593, or complete the form of proxy by such other method as is identified, and pursuant to any instructions contained, in the form of proxy. In order to be valid for use at the Meeting, proxies must be received not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting or any adjournment(s) or postponement(s) thereof.

If you are a non-registered Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or such other intermediary. If you are a non-registered Shareholder and do not complete and return the materials in accordance with such instructions, you may lose the right to vote at the Meeting.

Further information with respect to voting by proxy is included in the accompanying Management Information Circular. If you have any questions or need assistance with the completion and delivery of your proxy, please contact Jim McKay, Manager, Corporate Development, by email at jmackay@lithiumionic.com.

DATED at Toronto, Ontario, as of the 14th day of July, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) Blake Hylands
Mr. Blake Hylands
Chief Executive Officer

LITHIUM IONIC CORP.

MANAGEMENT INFORMATION CIRCULAR

SOLICITATION OF PROXIES

This management information circular (the "Management Information Circular") is furnished in connection with the solicitation of proxies by the management (the "Management") of Lithium Ionic Corp. (the "Corporation") for use at the Annual and Special Meeting (the "Meeting") of holders (the "Shareholders") of common shares of the Corporation (the "Common Shares" or the "shares") to be held at the time and place and for the purposes set forth in the attached notice of Meeting of Shareholders (the "Notice of Meeting").

Except as otherwise stated, the information contained herein is given as of July 14, 2026. In this Management Information Circular, all references to dollar amounts are to Canadian dollars, unless otherwise specified. All references herein to the Corporation shall include its subsidiaries as the context may require.

It is expected that the solicitation of proxies will be primarily by mail; however, proxies may also be solicited by directors, officers and certain employees of the Corporation by telephone, facsimile or in person but will not receive additional compensation for doing so. The cost of solicitation of proxies by Management will be borne by the Corporation.

The Corporation may pay the reasonable costs incurred by persons who are the Non-Registered Holders (as defined below) but not beneficial owners of shares (such as brokers, dealers and other registrants under applicable securities law and nominees and custodians) in sending or delivering copies of the Notice of Meeting, the Management Information Circular, the form of proxy and the financial statement request form to the Non-Registered Holders. Payments will be made upon receipt of an appropriate invoice. The Corporation will furnish to such persons, upon request to Jim McKay, Manager, Corporate Development, 36 Lombard Street, Floor 6, Toronto, Ontario, M5C 2X3 and without additional cost, additional copies of the Notice of Meeting, Management Information Circular, financial statements, financial statement request form and form of proxy.

Except as noted below, the Corporation has distributed or made available for distribution, copies of the Meeting Materials (as defined below) to the Intermediaries (as defined below) for distribution to Non-Registered Holders whose Common Shares are held by or in custody of such Intermediaries. Such Intermediaries are required to forward such documents to Non-Registered Holder unless a Non-Registered Holder has waived the right to receive them. The Corporation has elected to pay for the delivery of the Meeting Materials to objecting Non-Registered Holders by the Intermediaries. The Corporation is sending proxy-related materials directly to non-objecting Non-Registered Holders, through the services of its transfer agent and registrar, TSX Trust Company ("**TSX Trust**"). The solicitation of proxies from Non-Registered Holders will be carried out by the Intermediaries or by the Corporation if the names and addresses of the Non-Registered Holders are provided by Intermediaries. The Corporation will pay the permitted fees and costs of Intermediaries incurred in connection with the distribution of the Meeting Materials. The Corporation is relying on the notice-and-access provisions of securities laws for delivery of the Meeting Materials to Registered Shareholders or Non-Registered Holders.

NOTICE-AND-ACCESS

As previously noted, the Corporation is utilizing the notice-and-access mechanism that came into effect on February 11, 2013 under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") and National Instrument 51-102 - *Continuous Disclosure Obligations* ("**NI 51-102**") for distribution of this Management Information Circular and other materials to the Shareholders. Notice-and-access is a new set of rules that allows issuers to post electronic versions of Meeting Materials online via SEDAR+ and one other website, rather than mailing paper copies of such materials to shareholders. Electronic copies of the Management Information Circular may be found on SEDAR+ at www.sedarplus.ca and also on https://docs.tsxtrust.com/2386.

Shareholders are reminded to review the Management Information Circular before voting.

Although this Management Information Circular will be posted electronically online as noted above, Shareholders will receive paper copies of a "notice package" via prepaid mail containing the Notice of Meeting with information prescribed by NI 54-101 and NI 51-102, as well as a voting instruction form or form of proxy.

The Corporation anticipates that utilizing the notice-and-access process will directly benefit the Corporation through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing the Meeting Materials. It also provides Shareholders with faster access to information about the Corporation.

Shareholders with questions about notice-and-access may contact TSX Trust at 1-416-342-1091 (local) or 1-866-600-5869 (toll-free) from the date hereof to the Meeting Date, or the Corporation from the date hereof to August 7, 2026. Shareholders may obtain paper copies of this Management Information Circular free of charge by contacting TSX Trust from the date hereof up to and including the Meeting Date or the Corporation from the Meeting Date up to one year from the date this Management Information Circular was filed on SEDAR+.

A request for paper copies before the Meeting should be sent well in advance, so that it is received by the Corporation or TSX Trust by August 7, 2026 in order to allow sufficient time for the Shareholders to receive the paper copies and to return the instruction forms to the Corporation or their Intermediaries (as defined hereinafter), as applicable, by the due date.

Shareholders may request paper copies of the Meeting Materials up to one year after the filing of this Management Information Circular. Interested Shareholders can contact TSX Trust at 1-416-342-1091 (local) or 1-866-600-5869 (toll-free) or email at tsxtis@tmx.com to make a request.

PROXIES AND VOTING

Shareholders who are unable (or who do not intend) to attend the Meeting and who wish to have their shares voted at the Meeting are requested to date, sign and return, in the envelope provided for that purpose, the enclosed form of proxy. Proxies must be deposited: (i) with the Corporation's transfer agent and registrar, TSX Trust, on or before 10:00 a.m. (Eastern time) on August 14, 2026, or forty-eight (48) hours (excluding Saturdays, Sundays and holidays) prior to the commencement of the Meeting if the Meeting is adjourned; or (ii) with the Chair of the Meeting prior to the commencement of the Meeting or any adjournment thereof, in order for the shares represented thereby to be voted at the Meeting or any adjournment thereof.

The shares represented by any proxy in favour of the nominees of Management named therein will be voted for, against or withheld from voting with respect to the matters described herein in accordance with the instructions provided in any such proxy on any ballot that may be called for and if a Shareholder specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly. **In the absence of any specification to the contrary, such proxies will be voted in favour of the passing of the matters set out in the Notice of Meeting.**

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments to matters identified in the Notice of Meeting or other matters that may properly come before the Meeting. As of the date hereof, Management knows of no other matters to come before the Meeting other than matters referred to in the Notice of Meeting. If any matters which are not now known should properly come before the Meeting or if any amendments or variations to the matters referred to in the Notice of Meeting are presented for consideration at the Meeting, the forms of proxy will be voted on such matters, amendments and variations in accordance with the best judgment of the person voting the proxy.

The persons named in the enclosed form of proxy are officers of the Corporation and represent Management. Each Shareholder has the right to appoint a person or a company (who need not be a Shareholder) other than the persons named in the accompanying form of proxy as proxy holder to represent the Shareholder at the Meeting. The Shareholder may exercise this right by inserting the name of the nominee in the space provided in the enclosed form of proxy or may complete another appropriate form of proxy, and in each case delivering the completed proxy in the manner set forth above.

NON-REGISTERED HOLDERS

The information in this section is of significant importance to Shareholders who do not hold their Common Shares in their own name. Only registered holders of Common Shares or duly appointed proxy holders are permitted to vote at the Meeting. Many Shareholders of the Corporation are Non-Registered Holders because the voting shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares.

More particularly, a person is a Non-Registered Holder in respect of Common Shares which are held on behalf of that person (the "**Non-Registered Holder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited ("**CDS**")) of which the Intermediary is a participant. In accordance with the requirements of NI 54-101 of the Canadian Securities Administrators, the Corporation has distributed copies of the Notice of Meeting, this Management Information Circular, a form of proxy, a voting instruction form (if applicable) and a financial statement request form (collectively the "**Meeting Materials**") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

a. be given a form of proxy **which is not signed by the Intermediary** and which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service company,** will constitute voting instructions (often called a "voting instruction form" or a "proxy authorization form") which the Intermediary must follow. Typically, the Non-Registered Holder will also be given a page of instruction which contains a removable label containing a bar code and other information. In order for the form of proxy to be validly constituted, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company; or

b. less typically, be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deliver it to TSX Trust as provided under "Proxies and Voting" above.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the shares of the Corporation which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting, the Non-Registered Holder should strike out the names of the persons named in the proxy and insert the Non-Registered Holder's (or such other persons) name in the blank space provided. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the form of proxy is to be delivered.**

REVOCATION OF PROXIES

A proxy given by a Shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it by an instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by an officer or attorney thereof duly authorized in writing, and deposited either at the principal office of the Corporation, 36 Lombard Street, Floor 6, Toronto, Ontario, M5C 2X3, to the attention of Jim McKay, Manager, Corporate Development, on or before the last business day preceding the day of the Meeting or any adjournment thereof or, as to any matter upon which a vote has not already been cast pursuant to the authority conferred by such proxy, with the Chair of the Meeting on the day of the Meeting or any adjournment thereof.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Corporation has fixed July 3, 2026 as the record date (the "**Record Date**") for the purposes of determining Shareholders entitled to receive the Notice of Meeting and vote at the Meeting. The Corporation is authorized to issue an unlimited number of Common Shares, of which 197,301,209 Common Shares were issued and outstanding as at the Record Date. In accordance with the provisions of the *Business Corporations Act* (Ontario), the Corporation has prepared a list of the

Shareholders on the Record Date. Each Common Share carries one vote in respect of each matter to be voted on at the Meeting. Only holders of Common Shares of record at the close of business on the Record Date are entitled to vote at the Meeting.

To the knowledge of the directors and senior officers of the Corporation, as at the date of this Management Information Circular, no persons beneficially own, directly or indirectly, or exercise control or direction over voting securities of the Corporation carrying more than 10% of the voting rights of the total issued and outstanding Common Shares as at the Record Date.

A quorum for the Meeting and any adjournments thereof is constituted by the attendance of holders of not less than 10% of the shares entitled to vote at a meeting of Shareholders, present in person or represented by proxy.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

1. Financial Statements

The Corporation's audited consolidated financial statements for the financial year ended December 31, 2025, together with the report of the auditors thereon, will be placed before the Meeting. The annual audited consolidated financial statements of the Corporation are available on SEDAR+ at www.sedarplus.ca. No vote with respect thereto is required, nor will it be taken.

2. Number of Directors

The Board currently consists of six directors, with two vacancies. The Board proposes to fix the number of directors to be elected at the Meeting at six (6), or such number as the directors may determine in accordance with the Act. A special resolution of the shareholders is required to approve such resolution.

3. Election of Directors

The terms of office of each current director of the Corporation will expire on the date of the Meeting when the new Board of Directors is elected. Each proposed director, if elected at the Meeting, will hold office until the next annual general meeting of Shareholders or until the election of his or her successor, unless he or she resigns or his or her office becomes vacant by removal, death or other cause.

An affirmative vote of a majority of the votes cast at the Meeting is required for the election of directors.

Common Shares represented by proxies in favour of Management nominees will be voted in favour of such resolution unless such proxies specify that the Common Shares represented thereby shall be withheld from voting. In the event a nominee is unable or unwilling to serve, an event that Management has no reason to believe will occur, the persons named in the accompanying form of proxy reserve the right to vote for another person at their discretion, unless a Shareholder has specified in the form of proxy that these Common Shares are to be withheld from voting for the election of directors.

Management Nominees

The following table sets out the name of each of the persons proposed to be nominated by Management for election as director, all other positions and offices with the Corporation now held by such persons, their municipality of residence and principal occupation, the year in which such persons became a director of the Corporation, if applicable, and the number of Common Shares of the Corporation beneficially owned by them, directly or indirectly, or over which they exercise control or direction, as at the date hereof. The information as to Common Shares owned or controlled has been provided by the applicable person named.

Name and Municipality of Residence	Present Principal Occupation	Director Since	Number of Common Shares Beneficially Owned or Controlled(1)
Blake Hylands *Burlington, Ontario*	Chief Executive Officer and Director, Lithium Ionic Corp.	May 19, 2022	765,966
Ian Pritchard(3)(4) *The Blue Mountains, Ontario*	Chief Operating Officer, Belo Sun Mining Corp.	October 5, 2023	15,555
David D'Onofrio(2)(4) *Toronto, Ontario*	Chief Financial Officer of PowerOne Capital Markets Limited	September 3, 2024	1,315,078
Clovis Torres Brazil	Partner and Co-founder at Mello, Torres Advogados	June 23, 2026	Nil
John Turner *Toronto, Ontario*	Partner at Fasken Martineau DuMoulin LLP	N/A(5)	150,000(6)
Ernie Ortiz Ortega *Florida, USA*	VP Corporate Development, Head of Lithium at Altius Minerals Corporation	N/A(5)	Nil

Notes:

(1) Excluding Common Shares issuable upon the exercise of outstanding options and warrants, Mr. Hylands has 2,025,000 options and 58,333 warrants, Mr. Pritchard has 225,000 options and 2,777 warrants and Mr. D'Onofrio has 150,000 options and 83,500 warrants. Each option is exercisable into one (1) Common Share upon payment of the exercise price therefor.
(2) Member of the Audit Committee. David D'Onofrio is the Chair of the Audit Committee.
(3) Member of the Compensation Committee. Ian Pritchard is the Chair of the Compensation Committee.
(4) Member of the Special Committee (as defined below).
(5) It is expected that Mr. Turner and Mr. Ortega will be appointed to the Board in advance of the Meeting upon the Corporation entering into a cooperation agreement with Waratah Capital Advisors Ltd.
(6) A portion of these Common Shares are registered in the name of 2713104 Ontario Inc., which is wholly owned by Mr. Turner.

Background and Waratah Capital Advisor Ltd. Requisition

On April 14, 2026, the Corporation announced that it was in receipt of a requisition letter from Waratah Capital Advisors Ltd. ("**Waratah**") requesting that the Board call a special meeting of the shareholders of the Corporation to remove and replace the three Named Directors (as defined below). On April 20, 2026, the Corporation announced that the Named Individuals had resigned from their positions as directors and officer of the Corporation.

Following the departure of the Named Individuals, the Board, including the Special Committee (as defined below), undertook a deliberate process, in consultation with a number of stakeholders, including Waratah, to identify director candidates who could provide continuity, sound judgment and stability for the Corporation at this important time. That process resulted in the recent appointments of Mr. Torres to the Board. Also, it is expected that Mr. Turner and Mr. Ortega will be appointed to the Board in advance of the Meeting upon the Corporation entering into a cooperation agreement with Waratah. These efforts were made with a view to avoiding the cost and disruption of a contested shareholder meeting.

Biographical Information

The following briefly describes the qualifications and experience of the Management nominees to the Board:

Blake Hylands

Chief Executive Officer and Director, 38 – Mr. Hylands is a Professional Geoscientist with over a decade of experience in advanced and early-stage exploration. Mr. Hylands is co-founder of Troilus Gold Corp. where he led their technical team to the discovery of over eight million gold equivalent ounces at their development stage asset in northern Quebec. He has successfully trained and managed large teams with a focus in gold, base metals, and iron ore in Canada and internationally including South America and Europe. He has held numerous board positions for junior mining companies and has extensive professional experience in capital markets and community outreach including executive roles in corporate development and communications with First Nations. Mr. Hylands has a B.Sc in Geology from the University of Western in London Ontario.

Ian Pritchard ICD.D

Director, 66 - Mr. Pritchard has over 30 years of experience in project and operations management in the mining industry both in North America as well as internationally, including, in particular, Brazil. Mr. Pritchard's mining experience includes the management of pre-feasibility and feasibility studies, engineering, procurement and construction management projects. He has held senior executive positions at various organizations worldwide including SNC-Lavalin and De Beers Canada. Member of the Institute of Corporate Directors.

David D'Onofrio

Director, 48 - Mr. D'Onofrio brings over 15 years of experience in corporate finance and capital markets with a focus on growth industries, specializing in the natural resource sector, which will be instrumental as Lithium Ionic continues to advance its lithium projects in Brazil's Lithium Valley. Mr. D'Onofrio currently serves as the Chief Financial Officer of PowerOne Capital Markets Limited, a diversified merchant bank specializing in early-stage capital and advisory services for emerging growth companies globally. Since joining PowerOne in 2009, he has gained extensive expertise in guiding emerging companies through capital acquisition, mergers and acquisitions, and business management. Since 2008, David has been an active participant in the lithium exploration and development industry as an early investor, director, financier and/or advisor to several leading lithium exploration and development companies, including Lithium Americas Corp., Neo Lithium Corp., Nevada Lithium Resources Inc., and Lithium Ionic.

Clovis Torres

Director, 58 – Mr. Torres is a partner and the co-founder of Mello, Torres law firm, a leading Brazilian law firm specializing in M&A, debt restructuring, crisis management, power, mining and environmental law matters. Mr. Torres had previously been a director, president and Chief Executive Officer of Furnas Centrais Electricas S.A., general counsel of Vale S.A., director of Petrobras S.A. and chairman of the board of BR Distribuidora S.A. Mr. Torres holds a LLM, with specialization in international law, trade and finance from Tulane Law School and a J.D. from Universidade Católica de Salvador, Law School. Mr. Torres is fluent in English, Spanish and Portuguese.

John Turner

Director, 65 – John Turner is the leader of Fasken's Global Mining Group. Fasken is a leading international business law and litigation firm with eight offices with more than 700 lawyers across Canada and in the UK and South Africa. Fasken's Global Mining Group has been #1 ranked globally 11 times since 2005, including for the past five years in a row. Mr. Turner has been involved in many of the leading corporate finance and merger and acquisition deals in the resources sector primarily through companies active in the Americas, Africa, Eastern Europe and Australia, and has successfully acted for the financial arranger or sponsor of several global major resources projects. Mr. Turner is a recipient of the Queen's Golden Jubilee Medal for his services in the autism sector. Mr. Turner is a member of the Institute of Corporate Directors.

Ernie Ortiz Ortega

Director, 37 – Ernie Ortiz Ortega is a distinguished executive and pioneer in the critical minerals sector, most recently serving as Co-Founder, CEO, and President of Lithium Royalty Corp (TSX: LIRC). Since co-founding the firm in 2018, Mr. Ortiz Ortega spearheaded the origination, structuring, and execution of a premier global royalty portfolio, successfully acquiring 38 high-value royalties. Under his leadership, LRC secured flagship marquee assets, including Zijin Mining's Tres Quebradas, Sigma Lithium, Elevra's Moblan, and Ganfeng Lithium's Mariana and Goulamina projects. Initially launched as a private venture backed by high quality institutional and corporate investors, he successfully steered the company through its Initial Public Offering (IPO) on the Toronto Stock Exchange (TSX) in March 2023, raising CAD$150 million and securing the distinction of being the largest and only IPO executed in Canada that year. Demonstrating exceptional value creation, Mr. Ortiz Ortega helped arrange the strategic acquisition of LRC by Altius Minerals in March 2026 for CAD$140m in cash and 9.63m in shares. The landmark transaction closed at a total valuation of CAD$573m, which has since grown to a market value of CAD$750m as of June 30, 2026. Mr. Ortiz Ortega is also founding member of the London Metal Exchange (LME) Lithium and Cobalt Advisory Committee and serves on the Board of Directors for Sinova Global Inc. He is a Chartered Financial Analyst (CFA®) charterholder and holds a Bachelor of Arts in Economics from the University of Chicago. He is fully bilingual in English and Spanish, and possesses conversational fluency in French.

Regulatory Matters, Bankruptcies and Insolvencies

To the knowledge of the Corporation, no nominee for director of the Corporation is, at the date of this Management Information Circular, or has been, within 10 years before the date of this Management Information Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation), that:

1. was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued while that person was acting as director, chief executive officer or chief financial officer;

2. was subject to a cease trade order or similar order or an order that denied the relevant company access to any exemption under the securities legislation for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and that resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or

3. while that person was acting in the capacity as director, chief executive officer or chief financial officer or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Personal Bankruptcies, etc.

To the knowledge of the Corporation, no nominee for director, nor any personal holding company of any such nominee, has, within the 10 years before the date of this Management Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties Under Securities Legislation

To the knowledge of the Corporation, no nominee for director, nor any personal holding company of any such nominee, (a) has been subject to any penalties or sanctions imposed by a court relating to securities legislation, or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) has had any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Advance Notice Policy

On July 14, 2026, the Board adopted the amended and restated advance notice policy of the Corporation (the "**Amended and Restated Advance Notice Policy**"), which amended and restated the advance notice policy previously adopted by the Board on July 8, 2024 (the "**Previous Advance Notice Policy**"). The amendments were instituted to align the Corporation's advance notice provisions with industry and good governance standards. For further details concerning the

Amended and Restated Advance Notice Policy, please see the discussion under Item 5 "*Approval of Amended and Restated Advance Notice Policy*" below.

Pursuant to the Amended and Restated Advance Notice Policy, in order to nominate individuals for election to the Board of Directors, Shareholders must give timely Notice (as defined below) no less than (i) 30 days prior to the date of the annual meeting, or (ii) 10 days prior to the date of the annual meeting in the event that the annual meeting is held on a date that is less than 50 days after the Notice Date (as defined below), provided that, in either instance, if the Corporation uses "notice-and-access" (as defined in NI 54-101) to send proxy-related materials to shareholders in connection with a meeting of the shareholders described above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the Notice must be received not less than 40 days prior to the date of the applicable meeting. For a special meeting (that is not also an annual meeting), the Notice must be made no later than the close of business on the 10th day following the day on which the first public announcement of the date of such special meeting was made,

As of the date of this Management Information Circular, the Corporation has not received any such Notices for the election of directors pursuant to the Amended and Restated Advance Notice Policy.

4. Appointment of Auditors

Shareholders will be requested to re-appoint Deloitte LLP, Chartered Professional Accountants, Toronto, Ontario, as auditors of the Corporation to hold office until the next annual meeting of Shareholders and to authorize the directors to fix their remuneration and the terms of their engagement. Deloitte LLP has served as the auditors of the Corporation since May 10, 2023.

To be approved, the resolution requires the affirmative vote of a majority of the votes cast on the resolution. Proxies received in favour of Management will be voted in favour of the re-appointment of Deloitte LLP as auditors of the Corporation to hold office until the next annual meeting of Shareholders and the authorization of the directors to fix their terms of engagement and remuneration, unless the Shareholder has specified in a proxy that his or her shares are to be withheld from voting in respect thereof.

5. Approval of Stock Option Plan

The Corporation's stock option plan (the "**Stock Option Plan**") is designed to advance the interests of the Corporation by encouraging employees, officers and consultants to have equity participation in the Corporation through the acquisition of Common Shares. Accordingly, the Corporation has adopted the Stock Option Plan. A copy of the Stock Option Plan is attached at Schedule "A" hereto. The following is a summary of the terms of the Stock Option Plan, which is qualified in its entirety by the provisions of the Stock Option Plan.

The Stock Option Plan is a "rolling" stock option plan under the policies of the TSX Venture Exchange (the "**TSXV**") as under the Stock Option Plan the Corporation is authorized to grant stock options of up to 10% of its issued and outstanding Common Shares at the time of the stock option grant, from time to time, with or without vesting provisions. As of the Record Date, there is an aggregate of 18,077,000 stock options outstanding under the Corporation's existing stock option plan, which represents approximately 10.94% of the total issued and outstanding Common Shares.

Directors, senior officers, employees and consultants are eligible to receive stock options under the Stock Option Plan. Upon the termination of an optionholder's engagement with the Corporation, the stock options held by such optionholder will be cancelled 90 days following such optionholder's termination from the Corporation. Subject to limited exceptions, stock options granted under the Stock Option Plan are not assignable.

The terms and conditions of each option granted under the Stock Option Plan will be determined by the Board. Stock options will be priced in the context of the market and in compliance with applicable securities laws and TSXV guidelines. Vesting terms will be determined at the discretion of the Board. The Board shall also determine the term of stock options granted under the Stock Option Plan, provided that no stock option shall be outstanding for a period greater than ten years.

The Board believes that except for certain material changes to the Stock Option Plan it is important that the Board has the flexibility to make changes to the Stock Option Plan without shareholder approval, including amendments to the vesting provisions of options granted under the Stock Option Plan, changes to termination provisions of options granted under the plan, amendments required pursuant to changes in securities laws or as requested by the TSXV or such other senior stock exchange or stock market, and amendments of a housekeeping nature and which are of a typographical, grammatical or clerical in nature.

The Stock Option Plan does not provide for the transformation of stock options granted under the Stock Option Plan into stock appreciation right involving the issuance of securities from the treasury of the Corporation.

The Corporation will not provide financial assistance to any optionholder to facilitate the exercise of options under the Stock Option Plan.

The Corporation is required to obtain the approval of its Shareholders of any stock option plan that is a "rolling" plan yearly at the Corporation's annual meeting of Shareholders. Accordingly, at the Meeting, Shareholders will be asked to approve the following ordinary resolution approving the Stock Option Plan:

"**BE IT RESOLVED THAT**:

1. the Stock Option Plan of Lithium Ionic Corp. (the "**Corporation**"), as described in the management information circular of the Corporation dated July 14, 2026, is hereby approved; and

2. any director or officer of the Corporation is hereby authorized to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the true intent of these resolutions."

The Board recommends that the Shareholders vote in favour of the approval of the Corporation's Stock Option Plan. PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE STOCK OPTION PLAN UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.

6. Approval of Amended RSU/DSU Plan

On July 26, 2024, the Shareholders approved the Corporation's restricted share unit and deferred share unit plan (the "**RSU/DSU Plan**") at an annual and special meeting of Shareholders.

On July 14, 2026, the board of directors of the Corporation approved a proposed amendment to the Corporation's RSU/DSU Plan to increase the maximum fixed number of Common Shares that may be reserved for the grant of restricted share units ("**RSUs**") and deferred share units ("**DSUs**") under the RSU/DSU Plan from 12,500,000 to 19,730,121 Common Shares, being 10% of the number of Common Shares issued and outstanding as of the Record Date. subject to approval of the amended RSU/DSU Plan (the "**Amended RSU/DSU Plan**") by the TSXV and by the Shareholders at the Meeting. The Amended RSU/DSU Plan remains subject to any amendments thereto as required pursuant to the policies of the TSXV.

The Board administers the RSU/DSU Plan, designates from time to time those directors, officers, employees, and consultants of the Corporation to whom RSUs and DSUs are to be granted and determines the number of shares covered by such RSUs and DSUs. RSUs and DSUs are granted by the Corporation pursuant to recommendations by the Compensation Committee and approval of the Board.

The Corporation believes that granting RSUs and DSUs to officers, directors, consultants and employees encourages retention and more closely aligns the interests of such key personnel with the interests of shareholders while at the same time not drawing on the limited cash resources of the Corporation.

The following is a summary of the terms of the Amended RSU/DSU Plan, which is qualified in its entirety by the provisions of the RSU/DSU Plan. The proposed amendments are underlined for ease of reference. The full text of the Amended RSU/DSU Plan, including the proposed amendments, is attached to this Information Circular as Schedule "B".

The following limits apply to the operation of the Amended RSU/DSU Plan:

a. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation of the Corporation granted or issued in any 12-month period to any one Eligible Consultant (as defined in the Amended RSU/DSU Plan) shall not exceed 2% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to such Eligible Consultant;

b. unless the Corporation has obtained the requisite approval of disinterested Shareholders:

    i. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued in any 12-month period to any one person shall not exceed 5% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to such person;

    ii. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued to insiders as a group shall not exceed 10% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis at any point in time;

iii. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued in any 12-month period to Insiders (as defined in the Amended RSU/DSU Plan) as a group shall not exceed 10% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to any insider; and

c. Awards may not be granted under the Amended RSU/DSU Plan to persons retained to provide Investor Relations Activities (as defined in the Amended RSU/DSU Plan).

The aggregate number of Common Shares that may be reserved for issuance under the Amended RSU/DSU Plan is limited to 19,730,121 Common Shares.

Each Award (as defined in the Amended RSU/DSU Plan) granted to a Participant shall be evidenced by an Award Grant Agreement (as defined in the Amended RSU/DSU Plan) with terms and conditions consistent with the Amended RSU/DSU Plan and as approved by the Board (which terms and conditions need not be the same in each case and may be changed from time to time, subject to the Amended RSU/DSU Plan, and any required approvals of the changes by the TSXV or such other exchange or exchanges on which the Common Shares are then traded).

The Board may, in its sole discretion, determine the time at which Awards shall vest and whether there shall be any other Performance Conditions (as defined in the Amended RSU/DSU Plan) or criteria to vesting, subject to the provisions of the Amended RSU/DSU Plan. In the absence of any determination by the Board to the contrary at the time of grant, Awards will vest in one half (1/2) increments namely: (i) as to ½ of the Awards on the day which is the first anniversary of the grant date of the Award; and (ii) as to the remaining ½ of the Awards on the day which is the second anniversary of the grant date of the Award. The authority of the Board in respect of vesting of Awards under the Amended RSU/DSU Plan is subject to Section 4.6 of TSXV Policy 4.4, whereby no Award may vest before the first anniversary of the grant date of such Award, subject to acceleration in certain circumstances pursuant to the provisions of the Amended RSU/DSU Plan. Upon the vesting date, and subject to the provisions of the Amended RSU/DSU Plan, RSUs shall be settled by the Corporation by a payment to the Participant in cash or in Common Shares.

Once vested in accordance with the applicable vesting date, and subject to the provisions of the Amended RSU/DSU Plan, DSUs shall be settled by the Corporation by a payment to the Participant in cash or in Common Shares upon the earlier of the death, Eligible Retirement (as defined in the Amended RSU/DSU Plan) or Termination (as defined in the Amended RSU/DSU Plan) of the Participant.

Following receipt of payment by the Participant, the Awards so settled shall be of no value whatsoever and shall be struck from the Participant's notional account.

Subject to any contrary determination by the Board (including by the terms of the applicable Award Grant Agreement), upon the death, Eligible Retirement or Termination (for any reason whatsoever) of a Participant:

a. any vested Award held by such Participant at the date of death, Eligible Retirement or Termination, which has not yet been settled, shall be settled within thirty (30) days of such date; and

b. any unvested Award held by such Participant at the date of death, Eligible Retirement or

Termination shall be terminated as of such date and shall not thereafter entitle such Awardee or its estate or legal representative, as applicable, to any Common Shares or cash payment.

For greater certainty, notwithstanding the above, in the event of termination without cause, the Board may, in its sole discretion, cause any unvested Award held by a Participant to vest and be settled before the earlier of (a) the vesting schedule set out in the applicable Award Grant Agreement and (b) 12 months after the date of the Event of Termination, subject to the requirements set out in section 4.6 of TSXV Policy 4.4.

For greater certainty, if a RSU has Performance Conditions attached to it which remain unsatisfied at the date of death, Eligible Retirement or Termination of the applicable Participant, the RSU shall be deemed to not have vested.

Any determination made by the Board shall be made in accordance with the policies of the TSXV, including without limitation, that all Awards must expire within a reasonable period, not exceeding twelve (12) months, following the date such Participant ceases to be an eligible Participant in accordance with the Amended RSU/DSU Plan.

Notwithstanding any other provision in the Amended RSU/DSU Plan but subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control (as defined in the Amended RSU/DSU Plan), all issued and outstanding Awards shall vest (whether or not then vested) and the vesting date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board, in its absolute discretion, prior to the time such Change of Control takes place.

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, suspend or terminate the Amended RSU/DSU Plan or any Award granted under the Amended RSU/DSU Plan in any manner it may choose, provided that:

a. any amendment to the Amended RSU/DSU Plan or any Award requires prior acceptance of the TSXV, unless such amendment imposes additional Performance Conditions;

b. if any amendment in respect of an Award will result in a benefit to an Insider, approval of disinterested Shareholders is required;

c. if any amendment will result in the limits set out in the Amended RSU/DSU Plan being exceeded, approval of disinterested Shareholders is required; and

d. any amendment, suspension or termination is in accordance with applicable laws and the rules of any other stock exchange on which the Common Shares are listed.

If the Amended RSU/DSU Plan is terminated, the provisions of the Amended RSU/DSU Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Amended RSU/DSU Plan, the Board shall remain able to make such amendments to the Amended RSU/DSU Plan or the Awards as they would have been entitled to make if the Amended RSU/DSU Plan were still in effect.

"**BE IT RESOLVED THAT**:

1. the amended restricted share unit and deferred share unit plan (the "**Amended RSU/DSU Plan**") of Lithium Ionic Corp. (the "**Corporation**"), as described in the management information circular of the Corporation dated July 14, 2026 and including any changes that may be required by the TSX Venture Exchange, is hereby ratified, confirmed and approved; and

2. all issued and outstanding restricted share units ("**RSUs**") and deferred share units ("**DSUs**") of the Corporation previously granted shall be continued under and governed by the Amended RSU/DSU Plan and any unallocated RSUs or DSUs of the Corporation under the RSU/DSU Plan as of the date hereof shall continue to be issuable under the Amended RSU/DSU Plan and, once issued, shall be governed by the Amended RSU/DSU Plan;

3. The aggregate number of Common Shares that may be reserved for issuance under the Amended RSU/DSU Plan shall be amended to 19,730,121 Common Shares, such number representing ten (10) percent of the issued and outstanding Common Shares on July 3, 2026;

4. any director or officer of the Corporation is hereby authorized to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the true intent of these resolutions."

The Board recommends that the Shareholders vote in favour of the approval of the Corporation's Amended RSU/DSU Plan. PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE AMENDED RSU/DSU PLAN UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.

7. Approval of Amended and Restated Advance Notice Policy

On July 14, 2026, the Board adopted the Amended and Restated Advance Notice Policy, which amended and restated the advance notice policy previously adopted by the Board on July 8, 2024. The amendments were instituted to align the Corporation's advance notice provisions with industry and good governance standards.

The following is a summary of the principal provisions of the Amended and Restated Advance Notice Policy and is qualified by reference to the full text of the Amended and Restated Advance Notice Policy attached as Schedule "C" hereto.

The Amended and Restated Advance Notice Policy establishes a framework for the nomination of directors by Shareholders. The Amended and Restated Advance Notice Policy provides for, among other things, a requirement of advance notice to be given by Shareholders (the "**Notice**") in circumstances where nominations of persons for election to the Board are made by Shareholders (the "**Nominating Shareholder**") and sets forth the information that a Nominating Shareholder must include in the Notice to the Corporation in order for any nominee to be eligible for election as a director at any annual or special meeting of Shareholders. The Amended and Restated Advance Notice Policy fixes a deadline by which Shareholders of record of Common Shares must submit director nominations to the Corporation prior to any annual meeting of Shareholders or at any special meeting of Shareholders at which directors are to be elected. Specifically, the Notice must be provided to the Corporation:

(a) in the case of an annual meeting of shareholders (which includes an annual and special meeting), prior to 5:00 p.m. (Toronto time) on the date that is 30 days prior to the date of the annual meeting of shareholders; provided, however, that, in the event that (i) the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the meeting was made, notice by the Nominating Shareholder may be made not later than 5:00 p.m. (Toronto time) on the tenth (10th) day following the Notice Date; and

(b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes as well), not later than 5:00 p.m. (Toronto time) on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made;

provided that, in either instance, if the Corporation uses "notice-and-access" (as defined in NI 54-101) to send proxy-related materials to shareholders in connection with a meeting of the shareholders described above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the notice must be received not less than 40 days prior to the date of the applicable meeting.

The Corporation may require that any proposed nominee nominated by a Nominating Shareholder ("**Proposed Nominee**") furnish such information as may be required to be contained in a dissident proxy circular or by applicable law or regulation to determine the independence of the Proposed Nominee or the eligibility of such Proposed Nominee to serve as a director of the Corporation or a member of any committee of the board.

The chairperson of the applicable meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the Amended and Restated Advance Notice Policy and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded. Notwithstanding the foregoing, the board may, in its sole discretion, waive all or any of the requirements of the Amended and Restated Advance Notice Policy.

If the resolutions approving the Amended and Restated Advance Notice Policy pass at the Meeting, the Amended and Restated Advance Notice Policy will continue to be in effect in accordance with its terms and conditions beyond the conclusion of the Meeting. Thereafter, the Amended and Restated Advance Notice Policy will be subject to review by the Board from time to time and may be amended by majority vote of the Board for the purposes of, among other things, complying with the requirements of applicable securities regulatory agencies or stock exchanges, or so as to meet industry or good governance standards.

At the Meeting, Shareholders will be asked to consider, and if thought fit, to ratify, confirm and approve the Corporation's Amended and Restated Advance Notice Policy by way of an ordinary resolution, with or without variation. The full text of the resolution is set out below. In order to be passed, the resolution requires the approval of a majority of the votes cast thereon by Shareholders present in person or represented by proxy at the Meeting.

"**BE IT RESOLVED** that:

1. The Amended and Restated Advance Notice Policy, a copy of which is attached as Schedule "C" to the management information circular of Lithium Ionic Corp. (the "**Corporation**") dated July 14, 2026, is hereby confirmed, ratified and approved;

2. The board of directors of the Corporation (the "**Board**") be and is hereby authorized, in its sole discretion, to administer the Amended and Restated Advance Notice Policy and amend or modify the same from time to time in accordance with the provisions thereof, without further shareholder approval, to reflect the changes required by securities regulatory agencies or stock exchanges, to conform to industry standards, or as otherwise determined to be in the best interests of the Corporation and its shareholders as determined by the Board in its discretion; and

3. Any director or officer of the Corporation be and is hereby authorized, for and on behalf of the Corporation to execute and deliver all documents and instruments and take such other actions, including making all necessary filings with applicable regulatory bodies and stock exchanges, as such director or officer may determine to be necessary or desirable to implement this ordinary resolution and the matter authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument and the taking of any such action."

The Board recommends that the Shareholders vote in favour of the approval of the Corporation's Amended and Restated Advance Notice Policy. PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE AMENDED AND RESTATED ADVANCE NOTICE POLICY UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.

STATEMENT OF EXECUTIVE COMPENSATION

1. Introduction

The following information is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**"), and sets forth compensation provided to each Named Executive Officer (as defined below) and director of the Corporation for, or in connection with, services they have provided to the Corporation during the financial year ending December 31, 2025.

2. Summary Compensation Table

Director and Named Executive Officer Compensation

"**Named Executive Officer**" or "**NEO**" means, for the purposes of this Statement of Executive Compensation in regards to the Corporation, each of the following individuals:

a. a Chief Executive Officer ("**CEO**") of the Corporation;

b. a Chief Financial Officer ("**CFO**") of the Corporation;

c. each of the Corporation's three most highly compensated executive officers (including any of the Corporation's subsidiaries), or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for the financial year ended December 31, 2025; and

d. each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation or its subsidiaries, nor acting in a similar capacity, at December 31, 2025.

The following table summarizes the compensation paid during the two most recently completed financial years in respect of the Named Executive Officers and each of the directors of the Corporation.

Table of compensation excluding compensation securities

Name and position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of Perquisites ($)	Value of all other compensation ($)	Total compensation ($)
Blake Hylands[(1) (3) (4)] *Chief Executive Officer & Director*	2025	360,000	250,000	Nil	Nil	6,128	616,128
	2024	360,000	300,000	Nil	Nil	5,617	665,617
Tom Olesinski[(2)(4)] *Chief Financial Officer*	2025	200,000	200,000	Nil	Nil	6,128	406,128
	2024	200,000	75,000	Nil	Nil	5,617	280,621
Michael Westendorf[(4)(7)] *Chief Operating Officer*	2025	350,772	200,000	Nil	Nil	5,673	556,446
	2024	264,000	300,000	Nil	Nil	5,201	564,000
Ian Pritchard[(3)] *Director*	2025	50,000	20,000	Nil	Nil	Nil	70,000
	2024	50,000	15,000	Nil	Nil	Nil	65,000
David D'Onofrio *Director*[(6)]	2025	50,000	20,000	Nil	Nil	Nil	70,000
	2024	16,667	Nil	Nil	Nil	Nil	16,667
Patrizia Ferrarese[(3)] *Director*	2025	50,000	20,000	Nil	Nil	Nil	70,000
	2024	50,000	15,000	Nil	Nil	Nil	65,000
Clovis Torres[(9)] *Director*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Michael Shuh[(3)] *Director*	2025	50,000	20,000	Nil	Nil	Nil	70,000
	2024	50,000	15,000	Nil	Nil	Nil	65,000
Helio Diniz[(3)(4)] *Former President & Director*	2025	360,000	250,000	Nil	Nil	Nil	610,000
	2024	360,000	300,000	Nil	Nil	Nil	660,000
David Gower[(3) (4)] *Former Director*	2025	336,968	200,000	Nil	Nil	Nil	536,968
	2024	326,996	200,000	Nil	Nil	Nil	526,996
Lawrence Guy[(3) (4)] *Former Executive Chairman*	2025	336,968	200,000	Nil	Nil	Nil	536,968
	2024	327,018	200,000	Nil	Nil	Nil	527,018
Paolo Misk [(7)] *Former Chief Operating Officer*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	300,000	50,000	Nil	Nil	Nil	350,000
Juliana Sprott[(5)] *Former Director*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil

Notes:
(1) Mr. Hylands was appointed as Chief Executive Officer of the Corporation on May 19, 2022.
(2) Mr. Olesinski was appointed as Chief Financial Officer of the Corporation on November 3, 2022 following the resignation of Greg Duras.
(3) Appointed as a director of the Corporation on May 19, 2022.

(4) Compensation has been paid as consulting fees under the independent contractor agreement with the Director / Named Executive Officer as described under the heading "Statement of Executive Compensation – Employment, Consulting and Management Agreements" of this Management Information Circular.
(5) Appointed as a director of the Corporation on October 5, 2023. Resigned as a director of the Corporation on September 3, 2024.
(6) Appointed as a director of the Corporation on September 3, 2024.
(7) Mr. Westendorf was appointed as Chief Operating Officer of the Corporation on February 1, 2024 following the resignation of Mr. Misk.
(8) Resigned as a director of the Corporation on April 20, 2026.
(9) Appointed as a director of the Corporation on June 23, 2026.

3. Stock Options and Other Compensation Securities

The following table sets out all Compensation Securities granted or issued to each NEO and director by the Corporation for services provided or to be provided, directly or indirectly, to the Corporation in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Corporation or any of its subsidiaries.

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry**
Blake Hylands[1] *CEO & Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tom Olesinski[2] *CFO*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Michael Westendorf *COO*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ian Pritchard[8] *Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
David D'Onofrio[9] *Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Patrizia Ferrarese[4] *Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Clovis Torres *Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Michael Shuh[7] *Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Helio Diniz[3] *Former President & Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
David Gower[5] *Former Director*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lawrence Guy[6] *Former Executive Chairman*	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(1) As at December 31, 2025, Mr. Hylands held 900,000 stock options with an exercise price of $0.70 that expire on April 20, 2027, 350,000 stock options with an exercise price of $1.24 that expire on June 1, 2027, 475,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 200,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 100,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.

(2) As at December 31, 2025, Mr. Olesinski held 200,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 50,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 25,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(3) As at December 31, 2025, Mr. Diniz held 800,000 stock options with an exercise price of $0.70 that expire on April 20, 2027, 350,000 stock options with an exercise price of $1.24 that expire on June 1, 2027, 400,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 200,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 100,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(4) As at December 31, 2025, Ms. Ferrarese held 400,000 stock options with an exercise price of $0.70 that expire on April 20, 2027, 200,000 stock options with an exercise price of $1.24 that expire on June 1, 2027, 100,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 100,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 100,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(5) As at December 31, 2025, Mr. Gower held 900,000 stock options with an exercise price of $0.70 that expire on April 20, 2027, 350,000 stock options with an exercise price of $1.24 that expire on June 1, 2027, 125,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 100,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 100,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(6) As at December 31, 2025, Mr. Guy held 900,000 stock options with an exercise price of $0.70 that expire on April 20, 2027, 350,000 stock options with an exercise price of $1.24 that expire on June 1, 2027, 125,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 100,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 100,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(7) As at December 31, 2025, Mr. Shuh held 400,000 stock options with an exercise price of $0.70 that expire on April 20, 2027, 200,000 stock options with an exercise price of $1.24 that expire on June 1, 2027, 100,000 stock options with an exercise price of $1.69 that expire on November 3, 2027, 100,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 100,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(8) As at December 31, 2025, Mr. Pritchard held 200,000 stock options with an exercise price of $1.44 that expire on November 15, 2028 and 25,000 stock options with an exercise price of $0.90 that expire on July 11, 2029.
(9) As at December 31, 2025, 2180447 Ontario Inc. held 150,000 stock options were issued to with an exercise price of $0.70 that expire on April 20, 2027. 2180447 Ontario Inc. is an entity controlled by David D'Onofrio.

Exercise of Compensation Securities by Directors and NEOs

There were nil exercises of Compensation Securities by Directors and NEOs during the year ended December 31, 2025.

4. Stock option plans and other incentive plans

See "*Particulars Of Matters To Be Acted Upon At The Meeting – Approval of Stock Option Plan*" for a description of the Stock Option Plan and "*Particulars Of Matters To Be Acted Upon At The Meeting – Approval of Amended RSU/DSU Plan*" for a description of the Amended RSU/DSU Plan.

5. Employment, Consulting and Management Agreements

The following describes the respective consulting and employment agreements entered into by the Corporation and its NEOs as of the date hereof.

Name	Monthly Fees	Severance on Termination	Severance on Change of Control(1) (2)
Blake Hylands *CEO*	$37,500	$450,000	$1,450,000
Tom Olesinski *CFO*	$25,833	$310,000	$895,000
Michael Westendorf *COO*	$33,333	$400,000	$1,300,000
Helio Diniz (3) *Former President, Director*	$37,500	$450,000	$1,450,000
Lawrence Guy (3) *Former Executive Chairman*	USD$20,000	USD$240,000	$1,057,888

Notes:

(1) Severance upon a change of control becomes payable in the event of a Change of Control of the Corporation and within one year following the date of the Change of Control the Corporation either terminates the executive officer's appointment or alters the executive officer's position and/or responsibilities in a materially adverse manner.
(2) An amount that is equivalent to all cash bonuses paid to the consultant in the 24 months prior to the Change in Control shall also be due, in addition to the amount listed in the above table, as Severance on Change of Control.
(3) Mr. Diniz and Mr. Guy resigned as directors of the Corporation on April 20, 2026.

For the purpose of the agreements set forth above, "Change of Control" is defined as: (1) the acquisition, directly or indirectly, by any person (person being defined as an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Business Corporations Act* (Ontario)) or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act*, Ontario of: (A) shares or rights or options to acquire shares of the Corporation or securities which are convertible into shares of the Corporation or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 50% or more of the votes entitled to be cast at a meeting of the shareholders of the Corporation; (B) shares or rights or options to acquire shares, or their equivalent, of any material subsidiary of the Corporation or securities which are convertible into shares of the material subsidiary or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 50% or more of the votes entitled to be cast at a meeting of the shareholders of the material subsidiary; or (C) more than 50% of the material assets of the Corporation, including the acquisition of more than 50% of the material assets of any material subsidiary of the Corporation; or (2) as a result of or in connection with: (A) a contested election of directors; or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Corporation or any of its Affiliates and another corporation or other entity, the nominees named in the most recent management information circular of the Corporation for election to the Corporation's board of directors do not constitute a majority of the Corporation's board of directors.

Summary of Termination Payments

The estimated incremental payments, payables and benefits that might be paid to the officers pursuant to the above noted agreements in the event of termination without cause or after a Change of Control (assuming such termination or Change of Control is effective as of the Record Date) are detailed below:

Named Executive Officer	Termination not for Cause ($)	Termination on a Change of Control Approved ($)
Blake Hylands		
Salary and Qualified Benefits	$450,000	$900,000
Bonus	$nil	$550,000
Total	$450,000	$1,450,000
Tom Olesinski		

Salary and Qualified Benefits	$310,000	$620,000
Bonus	$nil	$275,000
Total	$310,000	$895,000
Helio Diniz		
Salary and Qualified Benefits	$450,000	$900,000
Bonus	$nil	$550,000
Total	$450,000	$1,450,000
Michael Westendorf		
Salary and Qualified Benefits	$400,000	$800,000
Bonus	$nil	$500,000
Total	$400,000	$1,300,000
Lawrence Guy		
Salary and Qualified Benefits	USD$240,000	USD$480,000
Bonus	$nil	$400,000
Total	USD$240,000	$1,057,888

6. Oversight and description of director and named executive officer compensation

General

The Corporation compensates its officers and consultants in a manner designed to support the Corporation's strategic objectives, ensure that incentive programs are designed to motivate officers and consultants to achieve or exceed corporate objectives and enhance shareholder value.

The Board is responsible for ensuring that the Corporation has in place an appropriate plan for executive compensation and for making recommendations with respect to the compensation of the Corporation's executive officers.

The Board is responsible for all matters relating to the compensation of the directors and NEOs of the Corporation with respect to: (i) general compensation goals and guidelines and the criteria by which bonuses and stock compensation awards are determined; (ii) amendments to any equity compensation plans adopted by the Board and changes in the number of shares reserved for issuance thereunder; and (iii) other plans that are proposed for adoption or adopted by the Corporation for the provision of compensation.

The general objectives of the Corporation's compensation strategy are to: (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long term shareholder value; (b) align management's interests with the long term interests of shareholders; (c) provide a compensation package that is commensurate with other companies to enable the Corporation to attract and retain talent; and (d) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Corporation is under.

The Corporation's executive compensation is comprised of base salary, indirect compensation and long-term incentives in the form of stock options ("**Options**"), RSUs and DSUs. In determining actual compensation levels, a holistic approach is used rather than considering any single element in isolation. Total compensation levels are set at levels which reflect both the marketplace (to ensure competitiveness) and the responsibility of each position (to ensure internal equity).

The Corporation's executive compensation is granted in a manner with the following objectives in mind:

- to attract, retain and motivate qualified executives;
- to provide incentives to executives to maximize productivity and enhance enterprise value by aligning the interests of the executives with those of the shareholders of the Corporation;
- to foster teamwork and entrepreneurial spirit;
- to establish a direct link between all elements of compensation and the performance of the Corporation and individual performance; and
- to integrate compensation incentives with the development and successful execution of strategic and operating plans.

No benefits were paid, and no benefits are proposed to be paid, to any of the Corporation's officers or consultants under any pension or retirement plan.

Securities-Based Awards

The purpose of the Corporation's securities-based compensation plans is to advance the interests of the Corporation by encouraging equity participation in the Corporation through the acquisition of Common Shares. Each of the Stock Option Plan and the RSU/DSU Plan is administered by the board of directors of the Corporation, which has full and final authority with respect to the granting of all Options, RSUs and DSUs (collectively, "**Compensation Securities**") thereunder.

In establishing the number of Compensation Securities to be granted, reference is made to the number of Compensation Securities granted to directors and officers of other publicly-traded companies of a similar size in the mineral exploration and development business. In addition, the Board considers previous grants of Compensation Securities and the overall number of Compensation Securities which are outstanding relative to the number of outstanding Common Shares in determining whether to grant any additional Compensation Securities, and the size and terms of such Compensation Securities grants, as well as the level of effort, time, responsibility, experience and level of commitment of the director or officer to determine the level of Compensation Securities compensation.

DIRECTORS AND OFFICERS INSURANCE

During the last completed financial year of the Corporation, the Corporation maintained $10,000,000 of group liability insurance for the protection of its directors and officers. In the fiscal year ended December 31, 2025 the Corporation paid an annual premium of $21,941 for such policy.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Stock Option Plan

See "*Particulars Of Matters To Be Acted Upon At The Meeting – Approval of Stock Option Plan*" for a description of the Stock Option Plan

The following table provides information as of December 31, 2025 regarding the Stock Option Plan.

Plan Category	Number of Securities to be issued on exercise of outstanding options, warrants and rights (Column A)	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column A)
Equity compensation plans approved by securityholders	15,127,000	$1.01	4,603,120
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	15,127,000	$1.01	4,603,120

Restricted Share Unit and Deferred Share Unit Plan

See "*Particulars Of Matters To Be Acted Upon At The Meeting – Approval of Amended RSU/DSU Plan*" for a description of the Amended RSU/DSU Plan.

The table below sets out the outstanding RSUs and DSUs under the RSU/DSU Plan as of December 31, 2025.

Plan Category	Number of securities to be issued upon exercise of outstanding RSUs/DSUs	Weighted-average exercise price of outstanding RSUs/DSUs	Number of securities remaining available under the RSU/DSU Plan (excluding securities reflected in column (a))
	(a)	**(b)**	**(c)**
Equity compensation plans approved by security holders	1,851,045	$0.86	10,648,955
Equity compensation plans not approved by security holders	0	N/A	N/A
Total	1,851,045	$0.86	10,648,955

INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND EMPLOYEES

The table below sets forth the aggregate indebtedness outstanding as at July 14, 2026, being a date within 30 days of this Management Information Circular, of all executive officers, directors, employees and former executive officers, directors and employees of the Corporation or any of its subsidiaries entered into in connection with a purchase of securities and all other indebtedness, where the indebtedness is to the Corporation or any of its subsidiaries, or to another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

Aggregate Indebtedness ($)		
Purpose	**To the Corporation or its Subsidiaries**	**To Another Entity**
Share Purchases	Nil	Nil
Other	Nil	Nil

Notes:

(1) On June 2, 2023, the Corporation's wholly-owned subsidiary, MGLIT Empreendimentos Ltda. entered into a loan agreement with Valitar Participacoes S.A. ("**Valitar**"), a special purpose vehicle, to provide Valitar with up to a R$10 million (approximately USD$2 million) (the "**Loan**") to acquire the requisite surface rights over Lithium Ionic's mining claims. The Loan has a three-year term, is unsecured and accrues interest at 1% per annum. Under Brazilian law, rural land in Brazil must be owned by a Brazilian resident and, therefore, the common shares of Valitar are beneficially owned by an officer of the Corporation who is a resident in Brazil. To date, the Corporation has provided R$10,000,000 (CAD$2,752,151) to Valitar under the Loan.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For the purposes of this Management Information Circular, "informed person" of the Corporation means: (i) a director or executive officer of a reporting issuer; (ii) a director or executive officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (iii) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of a reporting issuer or a combination of both, carrying more than 10% of the voting rights attached to all outstanding voting securities of a reporting issuer, other than voting securities held by the person or company as underwriter in the course of a distribution; and (iv) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

To the best of the Corporation's knowledge, no informed person of the Corporation, no proposed director of the Corporation and no associate or affiliate of any such person, at any time since January 1, 2025, has or had any material interest, direct or indirect, in any transaction since January 1, 2025 that has materially affected the Corporation, or in any proposed transaction that would materially affect the Corporation, or in any transaction.

APPOINTMENT OF AUDITOR

Deloitte LLP, Chartered Professional Accountant, located in Toronto, Ontario, will be nominated at the meeting for reappointment as auditors of the Corporation to hold office until the next annual general meeting of shareholders. The Board first appointed Deloitte LLP as auditors of the Corporation on May 10, 2023.

CORPORATE GOVERNANCE PRACTICES

The Corporation and the Board recognize the importance of corporate governance in effectively managing the Corporation, protecting employees and shareholders, and enhancing shareholder value.

The Board fulfills its mandate directly at regularly scheduled meetings or as required. The directors are kept informed regarding the Corporation's operations at regular meetings and through reports and discussions with management on matters within their particular areas of expertise. Frequency of meetings may be increased and the nature of the agenda items may be changed depending upon the state of the Corporation's affairs and in light of opportunities or risks that the Corporation faces.

The Corporation believes that its corporate governance practices are in compliance with applicable Canadian requirements for TSXV listed issuers. The Corporation is committed to monitoring governance developments to ensure its practices remain current and appropriate.

Ethical Business Conduct

The Board is apprised of the activities of the Corporation and ensures that it conducts such activities in an ethical manner. The Board has adopted a written code of business conduct and ethics pursuant to which the Corporation promotes an overall culture of ethical business conduct by requiring compliance with applicable laws, rules and regulations; providing guidance to consultants, officers and directors to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary actions for violations of ethical business conduct. In particular, the Board ensure that directors exercise independent judgement in considering transactions and certain activities of the Corporation by holding in camera sessions of independent directors, when applicable, and by having each director declare his or her interest in a particular transaction and abstaining from voting on such matters, where applicable.

ABOUT THE BOARD

Independence of the Board

The Board is currently comprised of six members; their independence is as follows:

Director	Independent	Not Independent	Reason for Non-Independence
Blake Hylands		√	CEO and Director of the Corporation
Patrizia Ferrarese	√		
Ian Pritchard	√		
David D'Onofrio	√		
Michael Shuh	√		
Clovis Torres	√		

To facilitate the functioning of the Board independently of management, the following structures and processes are in place:

- under the by-laws of the Corporation, any two directors may call a meeting of the Board; and
- the Board practice is to hold in-camera meetings with the independent directors at the end of each Board or committee of the Board meeting to the extent required.

Nomination of Directors

The Board is solely responsible for identifying new candidates for nomination to the Board. The process by which candidates are identified is through recommendations presented to the Board, which establishes and discusses qualifications based on corporate law and regulatory requirements as well as education and experience related to the business of the Corporation.

Compensation

The Compensation Committee is responsible for determining compensation for the officers, employees and non-executive directors of the Corporation. The current members of the Compensation Committee are Ian Pritchard (chair), Patrizia Ferrarese and Michael Shuh. During the financial year ended December 31, 2025, the Board considered that each of Ian Pritchard, Patrizia Ferrarese and Michael Shuh were independent members of the Compensation Committee. The Compensation Committee's mandate includes reviewing and determining or making recommendations to the Board in respect of compensation matters relating to the executive officers, employees and directors. The skills and experience possessed by members of Compensation Committee acquired as a result of their lengthy and extensive business careers and experience will assist and enable them to make decisions on the suitability of the Corporation's compensation policies and practice.

The Board determines the compensation payable to the directors of the Corporation and reviews such compensation periodically throughout the year. For their role as directors of the Corporation, each director of the Corporation who is not a Named Executive Officer (as defined herein) may be paid annual director fees, in cash, and may, from time to time, be awarded Compensation Securities under the provisions of the Stock Option Plan and/or the Amended RSU/DSU Plan. There are no other arrangements under which the directors of the Corporation who are not Named Executive Officers were compensated by the Corporation or its subsidiaries during the most recently completed financial year end for their services in their capacity as directors of the Corporation.

Board Assessments

The Board and its individual directors are assessed on an informal basis continually as to their effectiveness and contribution. The Chairman of the Board encourages discussion amongst the Board as to evaluation of the effectiveness of the Board as a whole and of each individual director. All directors are free to make suggestions for improvement of the practice of the Board at any time and are encouraged to do so.

Majority Voting Policy

The Corporation has adopted a Majority Voting Policy to provide a meaningful way for the Corporation's shareholders to hold individual directors accountable and to require the Corporation to closely examine directors that do not have the support of a majority of Shareholders. The policy provides that forms of proxy for the election of directors will permit a Shareholder to vote in favour of, or to withhold from voting, separately for each director nominee and that where a director nominee has more votes withheld than are voted in favour of him or her, the nominee will be considered not to have received the support of the Shareholders, even though duly elected as a matter of corporate law. Pursuant to the policy, such a nominee will forthwith submit his or her resignation to the Board, such resignation to be effective on acceptance by the Board. The Board will then establish an advisory committee (the "**Committee**") to which it shall refer the resignation for consideration. In such circumstances, the Committee will make a recommendation to the Board as to the director's suitability to continue to serve as a director after reviewing, among other things, the results of the voting for the nominee and the Board will consider such recommendation. This policy does not apply where an election involves a proxy battle (i.e., where proxy material is circulated in support of one or more nominees who are not part of the director nominees supported by the Board).

Orientation and Continuing Education

The Board will be responsible for ensuring that new directors are provided with an orientation and education program, which will include written information about the duties and obligations of directors, the business and operations of the Corporation, documents from recent Board meetings, and opportunities for meetings and discussion with senior management and other directors. Directors are expected to attend all meetings of the Board and are also expected to prepare thoroughly in advance of each meeting in order to actively participate in the deliberations and decisions.

The Board recognizes the importance of ongoing director education and the need for each director to take personal responsibility for this process. The Board notes that it has benefited from the experience and knowledge of individual members of the Board in respect of the evolving governance regime and principles. The Board ensures that all directors are apprised of changes in the Corporation's operations and business.

Other Board Committees

On April 10, 2026, the Corporation announced that it was aware of the Ontario Securities Commission's publication regarding a regulatory matter (the "**OSC Proceeding**") involving another reporting issuer and certain directors (at the time) of the Corporation (the "**Named Directors**") and an officer (at the time) of the Corporation (collectively, the "**Named Individuals**"). The Corporation was not a respondent in the OSC Proceeding and no orders were, or have been, sought against the Corporation. The allegations contained in the OSC Proceeding have not been proven.

On April 14, 2026, the Corporation announced that it was in receipt of a requisition letter from Waratah requesting that the Board call a special meeting of the shareholders of the Corporation to remove and replace the Named Directors (the "**Shareholder Requisition**").

In response thereto, the Board established a special committee (the "**Special Committee**") comprised of Michael Shuh (chair), David D'Onofrio and Ian Pritchard, each of whom is an independent director of the Corporation.

The mandate of the Special Committee, includes, without limitation: (i) to oversee and direct the Corporation's response to the OSC Proceeding; response to the Shareholder Requisition, engagement with its external auditor in connection with issues raised by the OSC Proceeding, disclosures with respect to the OSC Proceeding; the Shareholder Requisition and all related matters, response to any inquiry, investigation or proceeding initiated by the OSC or litigation related thereto and response to any Shareholder Requisition or shareholder activism; (ii) to evaluate the composition of the Board and make recommendations to the Board regarding the appointment, nomination or replacement of directors; and (iii) to consider such other matters and make such other recommendations as the Special Committee considers necessary or appropriate in order to fulfill its mandate, discharge its responsibilities hereunder and protect and advance the interests of the Corporation and its shareholders.

On April 20, 2026, the Corporation announced that the Named Individuals had resigned from their positions as directors and officer of the Corporation.

The Board has no committees other than the Audit Committee, Compensation Committee and Special Committee.

AUDIT COMMITTEE

In accordance with applicable Canadian securities legislation and, in particular, National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), information with respect to the Corporation's Audit Committee is contained below. The full text of the Audit Committee Charter is attached to this Management Information Circular as Schedule "D".

Composition of the Audit Committee

For the financial year ended December 31, 2025, the Audit Committee was comprised of David D'Onofrio (chair), Patrizia Ferrarese and Michael Shuh. During the financial year ended December 31, 2025, the Board considered that each of David D'Onofrio, Patrizia Ferrarese and Michael Shuh were independent members of the Audit Committee.

The Board has determined that each of the members of the Audit Committee are "financially literate" within the meaning of section 1.6 of NI 52-110, that is, each member has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

Education and Relevant Experience

The education and related experience of each of the members of the Audit Committee that is relevant to the performance of their responsibilities as a member of the Audit Committee is set out in the section hereof entitled "*Particulars of Matters to be Acted Upon – Election of Directors*".

Audit Committee Oversight

At no time during the last financial year did the Corporation disregard a recommendation put forth by the Audit Committee and the Compensation Committee with respect to the nomination or compensation of an external auditor.

Pre-Approval Policies and Procedures for Audit Services

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services.

External Auditor Service Fees

As described herein under the heading "*Matters to be Acted Upon – Appointment of Auditor*", Deloitte LLP, Chartered Professional Accountants is the Corporation's external auditor as of May 10, 2023, following the resignation of McGovern Hurley LLP at the Corporation's request on May 10, 2023. The aggregate fees billed to the Corporation by the Corporation's auditors in respect of the fiscal years ended December 31, 2025, December 31, 2024, and December 31, 2023 are set out in the table below. "Audit Fees" consist of fees for professional services for the audit of the Corporation's annual financial statements, assistance with interim financial statements, and related matters. "Audit-Related Fees" consist of fees for professional services that are reasonably related to the performance of the audit or review of the Corporation's financial statements and which are not reported under "Audit Fees". "Tax Fees" consist of fees for professional services for tax compliance, tax advice and tax planning. "All Other Fees" include all fees billed by the external auditors for services not covered in the other three categories and include administration fees.

Year	Audit Fees	Audit-Related Fees	Tax Fees	Other
2025	495,712	Nil	237,217	Nil
2024	278,471	Nil	22,257	Nil
2023	183,800	Nil	Nil	Nil

Reliance on Exemption

The Corporation is relying on the exemption set out in section 6.1 of NI 52-110 with respect to the composition of the Audit Committee and certain reporting obligations.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except in so far as they may be Shareholders, participants in the Corporation's Stock Option Plan and unless otherwise disclosed in this Management Information Circular, no person who has been a director or executive officer of the Corporation at any time since January 1, 2025, or proposed nominee for election as a director of the Corporation, nor any associate or affiliate of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matters to be acted upon at the Meeting.

OTHER MATTERS WHICH MAY COME BEFORE THE MEETING

Management knows of no other matters to come before the Meeting other than as set forth in the Notice of Meeting. **HOWEVER, IF OTHER MATTERS WHICH ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, THE ACCOMPANYING PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE ON SUCH MATTERS IN ACCORDANCE WITH THEIR BEST JUDGMENT.**

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR+ at www.sedarplus.ca. Copies of the Corporation's audited financial statements of the Corporation for the financial year ended December 31, 2025 and accompanying Management's Discussions and Analysis for the fiscal year ended December 31, 2025 are available on SEDAR+, or, Shareholders may request copies to be sent to them without charge by contacting the of the Corporation, 36 Lombard Street, Floor 6, Toronto, Ontario, M5C 2X3. Financial information with respect to the Corporation is provided in the Corporation's comparative financial statements and accompanying Management's Discussion and Analysis for its most recently completed financial year.

APPROVAL OF BOARD OF DIRECTORS

The contents of this Management Information Circular and the mailing of it to each director of the Corporation, to the auditors of the Corporation, to the Shareholders and to the appropriate governmental agencies, have been approved by the directors of the Corporation.

DATED at Toronto, Ontario, as of the 14th day of July, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) Blake Hylands
Mr. Blake Hylands
Chief Executive Officer

SCHEDULE A – STOCK OPTION PLAN

LITHIUM IONIC CORP.
(the "Company")

STOCK OPTION PLAN

ARTICLE 1
PURPOSE AND INTERPRETATION

1.1 Purpose

The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with TSX Venture Policies (as defined herein) (or, if applicable, NEX Policies) and any inconsistencies between this Plan and TSX Venture Policies (or, if applicable, NEX Policies) will be resolved in favour of the latter.

1.2 Definitions In this Plan

(a) **"Affiliate"** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;

(b) "**Associate**" has the meaning set out in the *Securities Act*;

(c) "**Black-out Period**" means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company's insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

(d) "**Board**" means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;

(e) "**Cause**" means "**Just Cause**" as defined in the Participant's employment agreement or agreement for services with the Company or one of its Affiliates, or if such term is not defined or if the Participant has not entered into an employment agreement or agreement for services with the Company or one of its Affiliates, then any circumstance that would permit the Company to terminate a Participant's employment or agreement for services without notice of termination, or payment in lieu of notice of termination, severance pay or benefits continuation under the applicable law;

(f) "**Change of Control**" means the occurrence of any of:

(i) any transaction at any time and by whatever means pursuant to which any person or any group of two or more persons acting jointly or in concert (other than the Company or any of its affiliates or subsidiary) thereafter acquires the direct or indirect "beneficial ownership" (as defined in the

Business Corporations Act (Ontario)) of, or acquires the right to exercise control or direction over, securities of the Company representing 50% or more of the then issued and outstanding voting securities of the Company in any manner whatsoever, including, without limitation, as a result of a take-over bid, an issuance or exchange of securities, an amalgamation of the Company with any other person, an arrangement, a capital reorganization or any other business combination or reorganization

(ii) the sale, assignment or other transfer of all or substantially all of the assets of the Company to a person or any group of two or more persons acting jointly or in concert (other than a wholly-owned subsidiary of the Company);

(iii) the occurrence of a transaction requiring approval of the Company's security holders whereby the Company is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any person or any group of two or more persons acting jointly or in concert (other than an exchange of securities with a wholly-owned subsidiary of the Company;

(iv) a majority of the Board consists of individuals which management of the Company has not nominated for election or appointment as directors; or

(v) the Board passes a resolution to the effect that an event comparable to an event set forth in this definition has occurred;

(g) **"Common Shares"** means the common shares without par value in the capital of the Company providing such class is listed on the TSX Venture or Toronto Stock Exchange (or, NEX, as the case may be);

(h) "**Company**" means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;

(i) "**Consultant**" means, in relation to the Company, an individual (other than a Director, Officer or Employee of the Company or any of its subsidiaries) or Company that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to any of its subsidiaries, other than services provided in relation to a Distribution;

(ii) provides the services under a written contract between the Company or any of its subsidiaries and the individual or the Company, as the case may be; and

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or of any of its subsidiaries;

(j) **"Consultant Company"** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

(k) **"Date of Termination"** means, for a Service Provider, the last day that the Service Provider actively provides services to the Company without regard to any notice of termination or pay in lieu of notice thereof, deemed or notional notice period, or period during which the Service Provider receives pay in lieu of notice, termination pay, severance payments, or salary continuance, whether pursuant to statute, agreement, common law or otherwise;

(l) **"Director"** means a director (as defined under applicable securities laws) of the Company or any of its subsidiaries;

(m) **"Discounted Market Price"** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(n) **"Disinterested Shareholder Approval"** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;

(o) **"Distribution"** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;

(p) **"Effective Date"** for an Option means the date of grant thereof by the Board;

(q) "**Employee**" means:

(i) an individual who is considered an employee of the Company or of its subsidiary under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;

(ii) an individual who works full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source;

(r) **"Exchange Hold Period"** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(s) **"Exercise Price"** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;

(t) **"Expiry Date"** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;

(u) **"Insider"** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;

(v) **"Investor Relations Activities"** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(w) **"Management Company Employee"** means an individual employed by a company providing management services to the Company which services are required for the ongoing successful operation of the business enterprise of the Company;

(x) **"Market Price"** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(y) **"NEX"** means a separate board of the TSX Venture for companies previously listed on the TSX Venture or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets;

(z) **"NEX Policies"** means the rules and policies of NEX as amended from time to time;

(aa) **"Officer"** means an officer (as defined under applicable securities laws) of the Company or any of its subsidiaries;

(bb) **"Option"** means the right to purchase Common Shares granted hereunder to a Service Provider;

(cc) **"Option Commitment"** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto;

(dd) **"Optioned Shares"** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;

(ee) **"Optionee"** means the recipient of an Option hereunder;

(ff) **"Outstanding Shares"** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;

(gg) **"Participant"** means a Service Provider that becomes an Optionee;

(hh) **"Person"** includes a company, any unincorporated entity, or an individual;

(ii) **"Plan"** means this stock option plan, the terms of which are set out herein or as may be amended;

(jj) **"Plan Shares"** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in Section 2.2;

(kk) **“Regulatory Approval”** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;

(ll) **“Securities Act”** means the *Securities Act*, R.S.O. 1990, c. S.5, or any successor legislation;

(mm) **“Service Provider”** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Consultant Company, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;

(nn) **“Share Compensation Arrangement”** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider;

(oo) **“Shareholder Approval”** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders’ meeting;

(pp) **“Take Over Bid”** means a take over bid as defined in National Instrument 62104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;

(qq) **“TSX Venture”** means the TSX Venture Exchange and any successor thereto;

(rr) **“TSX Venture Policies”** means the rules and policies of the TSX Venture as amended from time to time; and

(ss) **“VWAP”** means the volume weighted average trading price of the Company’s Common Shares on the TSX Venture calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the exercise of the subject Option.

1.3 Other Words and Phrases

Words and phrases used in this Plan but which are not defined in the Plan, but are defined in the TSX Venture Policies (and, if applicable, the NEX Policies), will have the meaning assigned to them in the TSX Venture Policies (and, if applicable, NEX Policies).

1.4 Gender

Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
STOCK OPTION PLAN

2.1 Establishment of Stock Option Plan

The Plan is hereby established to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Affiliates.

2.2 Maximum Plan Shares

The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares at the time Plan Shares are reserved for issuance as a result of the grant of an Option, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies (and, if applicable, NEX Policies).

2.3 Eligibility

Options to purchase Common Shares may be granted hereunder to Service Providers of the Company, or its affiliates, from time to time by the Board. Service Providers that are not individuals will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the TSX Venture and the Company is obtained.

2.4 Options Granted Under the Plan

All Options granted under the Plan will be evidenced by an Option Commitment in substantially in the form attached as Schedule A (or in such other form as determined by the Company), showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.

Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

2.5 Limitations on Issue

Subject to Section 2.9, the following restrictions on issuances of Options are applicable under the Plan:

(a) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;

(b) the aggregate number of Options, together with any other Share Compensation Arrangements, granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture (or NEX, as the case may be); and

(c) the aggregate number of Options, together with any other Share Compensation Arrangements, granted to any one Consultant in any 12 month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture (or the NEX, as the case may be).

2.6 Exercised and Unexercised Options

In the event an Option granted under the Plan is exercised, expires unexercised or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be eligible for re-issuance.

2.7 Administration of the Plan

The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to

(a) allot Common Shares for issuance in connection with the exercise of Options;

(b) grant Options hereunder;

(c) subject to any necessary Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the prior written consent of all Optionees, alter or impair any Option previously granted under the Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder; and

(d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do.

2.8 Amendment of the Plan by the Board of Directors

Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Plan or any Option granted as follows:

(a) amendments which are of a typographical, grammatical, clerical nature only;

(b) amendments of a housekeeping nature;

(c) changes to the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;

(d) changes to the termination provision of an Option granted hereunder which does not entail an extension beyond the lesser of the original Expiry Date of such Option or 12 months from termination;

(e) amendments necessary as a result in changes in securities laws applicable to the Company or any requested changes by the TSX Venture;

(f) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, amendments as may be required by the policies of such senior stock exchange or stock market; and

(g) such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

2.9 Amendments Requiring Disinterested Shareholder Approval

The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

(a) the Plan, together with all of the Company's other Share Compensation Arrangements, could result at any time in:

(i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;

(ii) the number of Optioned Shares issued to Insiders within any 12-month period exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares; or,

(iii) the issuance to any one Optionee, within any 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares; or

(b) any reduction in the Exercise Price of an Option previously granted to an Insider, or the extension of the term of an Option, if the Participant is an Insider at the time of the proposed amendment.

2.10 Options Granted Under the Company's Previous Stock Option Plans

Any option granted pursuant to a stock option plan previously adopted by the Board which is outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Plan and shall, as of the date this Plan comes into effect, be governed by the terms and conditions hereof.

ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS

3.1 Exercise Price

The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price.

3.2 Term of Option

The term of an Option will be set by the Board at the time such Option is allocated under the Plan. An Option can be exercisable for a maximum of 10 years from the Effective Date.

3.3 Option Amendment

Subject to Section 2.9(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture, or the date of the last amendment of the Exercise Price.

An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in Section 3.2.

Except as provided under TSX Venture Policies, any proposed amendment to the terms of an Option must comply with the TSX Venture Policies and be approved by the TSX Venture prior to the exercise of such Option.

3.4 Vesting of Options

Subject to Section 3.5, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

(a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or

(b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

3.5 Vesting of Options Granted to Consultants Conducting Investor Relations Activities

Notwithstanding Section 3.4, Options granted to Consultants conducting Investor Relations Activities will vest such that:

(a) no more than 25% of the Options vest no sooner than three months after the Options were granted;

(b) no more than another 25% of Options vest no sooner than six months after the Options were granted;

(c) no more than 25% of Options vest no sooner than nine months after the Options were granted; and

(d) the remainder of the Options vest no sooner than 12 months after the Options were granted.

3.6 Effect of Take-Over Bid

If a Take Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding Section 3.4 and Section 3.5 or any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

3.7 Acceleration of Vesting on Change of Control

In the event of a Change of Control occurring, Options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control, excluding Options granted to a Person engaged in Investor Relations Activities.

3.8 Extension of Options Expiring During Blackout Period

Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date shall, subject to approval of the TSX Venture (or the NEX, as the case may be), be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding Section 2.7, the tenth Business Day period referred to in this Section 3.8 may not be extended by the Board.

3.9 Optionee Ceasing to be Director, Employee or Service Provider

Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:

(a) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;

(b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the Termination Date, and only to the extent that such Option was vested at the Termination Date; and

(c) in the case of an Optionee being dismissed from employment or service for Cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate on the Termination Date without right to exercise same.

3.10 Non Assignable

Subject to Section 3.9(a), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

3.11 Adjustment of the Number of Optioned Shares

The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefor;

(b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;

(c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;

(d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this Section 3.11;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this Section 3.11, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company;

(g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this Section 3.11, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Toronto, Ontario (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Optionees; and

(h) any adjustment, other than in connection with a security consolidation or security split, to Options granted or issued under the Plan is subject to the prior acceptance of the TSX Venture, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

ARTICLE 4
COMMITMENT AND EXERCISE PROCEDURES

4.1 Option Commitment

Upon grant of an Option hereunder, an authorized officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof, including any additional requirements contemplated with respect to the payment of required withholding taxes on behalf of Optionees.

4.2 Manner of Exercise

An Optionee who wishes to exercise his Option may do so by delivering:

(a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount subject to Section 4.4.

4.3 Cashless Exercise

Subject to the provisions of the Plan (including, without limitation, Section 4.4), once an Option has vested and become exercisable, an Optionee may elect to exercise such Option by either:

(a) excluding Options held by any Investor Relations Service Provider, a “net exercise” procedure in which the Company issues to the Optionee, Common Shares equal to the number determined by dividing (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Common Shares and the exercise price of the subject Options by (ii) the VWAP of the underlying Common Shares; or

(b) a broker assisted “cashless exercise” in which the Company delivers a copy of irrevocable instructions to a broker engaged for such purposes by the Company to sell the Common Shares otherwise deliverable upon the exercise of the Options and to deliver promptly to the Company an amount equal to the Exercise Price and all applicable required withholding obligations a determined by the Company against delivery of the Common Shares to settle the applicable trade.

An Option may be exercised pursuant to this Section 3.4 from time to time by delivery to the Company, at its head office or such other place as may be specified by the Company of (i) written notice of exercise specifying that the Optionee has elected to effect such a cashless exercise of such Option, the method of cashless exercise, and the number of Options to be exercised and (ii) the payment of an amount for any tax withholding or remittance obligations of the Optionee or the

Company arising under applicable law and verified by the Company to its satisfaction (or by entering into some other arrangement acceptable to the Company in its discretion, if any). The Participant shall comply with Section 4.4 of this Plan with regard to any applicable required withholding obligations and with such other procedures and policies as the Company may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise.

4.4 Tax Withholding and Procedures

Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in Section 4.2 and elsewhere in this Plan, and as a condition of exercise:

(a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or

(b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Company.

4.5 Delivery of Optioned Shares and Hold Periods

As soon as practicable after receipt of the notice of exercise described in Section 4.2 or Section 4.3 as applicable, and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. An Exchange Hold Period will be applied from the date of grant for all Options granted to:

(a) Insiders of the Company; or

(b) where Options are granted to any Service Provider, including Insiders, where the Exercise Price is at a discount to the Market Price.

Pursuant to TSX Venture Policies, where the Exchange Hold Period is applicable, the certificate representing the Optioned Shares or written notice in the case of uncertificated shares will include a legend stipulating that the Optioned Shares issued are subject to a four-month Exchange Hold Period commencing the date of the Option Commitment.

ARTICLE 5
GENERAL

5.1 Employment and Services

Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee’s office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

5.2 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

5.3 Interpretation

The Plan will be governed and construed in accordance with the laws of the Province of Ontario.

5.4 Continuation of Plan

The Plan will become effective from and after the date first set out above, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company subsequent to such effective date.

5.5 Amendment of the Plan

The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

SCHEDULE A
STOCK OPTION PLAN
OPTION COMMITMENT

Notice is hereby given that, effective this ● day of ●, ● pursuant to the provisions of the Stock Option Plan (the "**Plan**") of Lithium Ionic Corp.. (the "**Company**"), the Company has granted to ● (the "**Optionee**"), an Option to acquire ● Common Shares ("Optioned Shares") up to 5:00 p.m. (Toronto Time) on the ● day of ●, ● (the "**Expiry Date**"), or such earlier date as determined in accordance with the terms of the Plan, at an Exercise Price of Cdn$● per share.

[Optioned Shares are to vest immediately.]

OR

[Optioned Shares will vest (*INSERT VESTING SCHEDULE AND TERMS*)]

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Plan, which are hereby incorporated herein and form part hereof. This Option Commitment and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This Option Commitment is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail.

To exercise the Option, (1) deliver a written notice in the form attached as Schedule B to the Plan (or in such other form as established by the Company) specifying the number of Optioned Shares you wish to acquire, together with a certified cheque, wire transfer or bank draft payable to the Company for the aggregate exercise price, or (2) if the Optionee wishes to exercise the Option on a "net exercise" basis or "cashless exercise" basis in accordance Section 4.3(a) or Section 4.3(b) of the Plan and the Company's Board of Directors approves the exercise on a "net exercise" basis or "cashless exercise" basis, deliver a written notice and comply with such other conditions as established by the Company for a "net exercise" or "cashless exercise". A certificate, or written notice in the case of uncertificated shares, for the Optioned Shares so acquired will be issued by the Company or its transfer agent, if applicable, as soon as practicable thereafter and may bear a restrictive legend if required under applicable securities laws or the policies of the TSX Venture Exchange.

[*Note: If a four month hold period is applicable under the policies of the TSX Venture Exchange, the following legend must be placed on the certificate or the written notice in the case of uncertificated shares.*

> "WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL **[*insert date 4 months from the date of grant*]".]**

The Company and the Optionee represent that the Optionee, under the terms and conditions of the Plan, is a bona fide Service Provider (as defined in the Plan), entitled to receive Options under TSX Venture Policies.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Company and the TSX Venture Exchange (or the NEX, as the case may be) as more particularly set out in the Acknowledgement - Personal Information in use by the TSX Venture Exchange (or the NEX, as the case may be) on the date of this Option Commitment.

Lithium Ionic Corp.

____

Authorized Signatory

____

[Insert name of Optionee]

The Optionee acknowledges receipt of a copy of the Plan and represents to the Company that the Optionee is familiar with the terms and conditions of the Plan, and hereby accepts this Option subject to all of the terms and conditions of the Plan. The Optionee agrees to execute, deliver, file and otherwise assist the Company in filing any report, undertaking or document with respect to the awarding of the Option and exercise of the Option, as may be required by applicable regulatory authorities.

Signature of Optionee:

______________________________ Date Signed:	______________________________ Signature
	______________________________ Print Name
	______________________________ Address

SCHEDULE B
TO STOCK OPTION PLAN

Lithium Ionic Corp.
36 Lombard Road, Floor 6
Toronto, Ontario
M5C 2X3

Re: Employee Stock Option Exercise

Attn: Stock Option Plan Administrator, Lithium Ionic Corp. (the "Company")

This letter is to inform Lithium Ionic Corp. that I, ●, wish to exercise ● options, at ● per share, on this ● day of, ● 202●.

Payment issued in favour of Lithium Ionic Corp. for the amount of $● will be forwarded, including withholding tax amounts.

Please register the share certificate in the name of:

Name of Optionee: ●

Address: ●

Please send share certificate to:

Name: ●

Address: ●

Sincerely,

Signature of Optionee	Date	SIN Number (for T4)

SCHEDULE B – AMENDED RSU/DSU PLAN

LITHIUM IONIC CORP.
(the "**Company**")

RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN

(the "RSU/DSU Plan")

July 14, 2026

INTRODUCTION

1.1 Purpose

The purpose of this RSU/DSU Plan is to secure for the Company and its shareholders ("**Shareholders**") the benefits of incentive inherent in share ownership by the employees, consultants, officers and directors of the Company and its Affiliates who, in the judgment of the Board, will be largely responsible for its future growth and success.

1.2 Definitions

(a) "**Affiliate**" has the meaning ascribed to such term in TSXV Policy 1.1, as may be amended from time to time.

(b) "**Associate**" has the meaning ascribed to such term in TSXV Policy 1.1, as may be amended from time to time.

(c) "**Award Grant Agreement**" has the meaning ascribed thereto in Section 2.6.

(d) "**Awards**" means, collectively, Restricted Share Units and Deferred Share Units.

(e) "**Awardee**" means a Participant that, at the relevant time, holds RSUs and/or DSUs.

(f) "**Board**" means the board of directors of the Company as it may be constituted from time to time.

(g) "**Blackout Period**" means a period in which the trading of Shares or other securities of the Company is restricted by any then in-effect corporate securities trading or disclosure policy or other policy of the Company.

(h) "**Business Day**" means a day that is not a statutory holiday and a day on which banks are open in Toronto, Ontario, Canada.

(i) "**Change of Control**" means

(i) a successful takeover bid; or

(ii) (A) any change in the beneficial ownership or control of the outstanding securities or other interests of the Company which results in:

(I) a person or group of persons “acting jointly or in concert” (within the meaning of MI 62-104); or

(II) an affiliate or associate of such person or group of persons;

holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Company; and

(B) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change cease to constitute a majority of the Board at any time within sixty days of such change; or

(iii) Incumbent Directors no longer constituting a majority of the Board; or

(iv) the winding up of the Company or the sale, lease or transfer of all or substantially all of the assets to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Company is continued and where the shareholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a “Change of Control” if paragraph 1.2(h)(ii)) above was applicable to the transaction); or

(v) the Board adopts a resolution to the effect that an event set out under (i) to (iv) above has occurred or is imminent.

(j) “**Company**” means Lithium Ionic Corp., a company established under the laws of Ontario.

(k) “**Deferred Share Unit**” or “**DSU**” means a right, granted in accordance with Section 2.2 hereof, to a Participant by the Company as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, Shares on a deferred basis, and which may be paid in cash and/or Shares of the Company.

(l) “**Disability**” means a physical injury or mental incapacity of a nature which the Board, in its sole discretion, determines prevents or would prevent the Awardee from satisfactorily performing the substantial and material duties of his or her position with the Company.

(m) “**Disinterested Shareholder Approva**l” means the approval of disinterested Shareholders obtained in accordance with the policies and requirements of the TSXV.

(n) “**Dividend Market Value**” means the Market Price per Share on the Dividend Record Date.

(o) “**Dividend Payment Date**” has the meaning ascribed thereto in Section 2.3.

(p) “**Dividend Record Date**” has the meaning ascribed thereto in Section 2.3.

(q) “**Eligible Consultants**” means those individuals defined in TSXV Policy 4.4 as a “Consultant” and includes a “Consultant Company” within the meaning of such policy, as such policy may be amended, supplemented or replaced, from time to time.

(r) “**Eligible Directors**” means those individuals defined in TSXV Policy 4.4 as a “Director”, as amended, supplemented or replaced, from time to time.

(s) "**Eligible Employees**" means those individuals defined in TSXV Policy 4.4 as an "Employee", as amended, supplemented or replaced, from time to time.

(t) "**Eligible Officers**" means those individuals defined in TSXV Policy 4.4 as an "Officer", as applicable, as amended, supplemented or replaced, from time to time.

(u) "**Eligible Retirement**" means termination of service, under circumstances that the Board determines in its sole discretion, constitute retirement for age or retirement in accordance with the written policies established by the Board (as they may be amended or revised from time to time).

(v) "**Incumbent Directors**" means any member of the Board who was a member of the Board at the effective date of this RSU/DSU Plan and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director (whether or not such Incumbent Director was a member of the Board at the effective date of this RSU/DSU Plan) by the affirmative vote of the Board, including a majority of the Incumbent Directors then on the Board, prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control.

(w) "**Insider**" has the meaning ascribed to such term in TSXV Policy 1.1, as may be amended from time to time.

(x) "**Investor Relations Activities**" has the meaning given such term in TSXV Policy 1.1, as amended, supplemented or replaced, from time to time.

(y) "**Market Price**" means, on a given date, the volume weighted average trading price of the Shares on the TSXV for the five (5) trading days ending on the last trading day immediately before such date; provided that, in the event that the Shares are not then listed and posted for trading on the TSXV, the Market Price shall be the fair market value of such Shares as determined by the Board in its sole discretion.

(z) "**Participant**" means, in respect of this RSU/DSU Plan, persons that are Eligible Employees, Eligible Directors, Eligible Officers, or Eligible Consultants who participate in this RSU/DSU Plan voluntarily.

(aa) "**Performance Conditions**" means conditions, if any, imposed on a Restricted Share Unit which are required to be satisfied or discharged during the Performance Period in order that a Restricted Share Unit shall vest.

(bb) "**Performance Period**" means the period of time during which Performance Conditions must be satisfied or discharged following which the Restricted Share Unit shall terminate unvested.

(cc) "**Restricted Share Units**" or "**RSU**" means a right, granted in accordance with Section 2.2 hereof, to a Participant by the Company as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, Shares upon specified vesting criteria being satisfied, and which may be paid in cash and/or Shares of the Company.

(dd) "**RSU/DSU Plan**" means this Restricted Share Unit and Deferred Share Unit Plan, as amended and restated from time to time.

(ee) "**Termination**" means: with respect to a Participant or Awardee, the date on which the Participant ceases to be a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation for any reason, without regard to any agreed or otherwise binding severance or notice period (whether express, implied, contractual, statutory or at common law), but does not include the Eligible Retirement of the Participant.

(ff) "**Settlement Date**" has the meaning attributed thereto in Section 3.3(d).

(gg) "**Security Based Compensation**" has the meaning given to such term in TSXV Policy 4.4, as amended, supplemented or replaced, from time to time.

(hh) "**Security Compensation Plan**" has the meaning given to such term in TSXV Policy 4.4, as amended, supplemented or replaced, from time to time and includes, for greater certainty, this RSU/DSU Plan and the Stock Option Plan.

(ii) "**Shares**" means the common shares of the Company.

(jj) "**Stock Option Plan**" means the Stock Option Plan of the Company in effect from time to time, as such plan may be amended, varied or replaced.

(kk) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

(ll) "**TSXV**" means the TSX Venture Exchange.

(mm) "**Vesting Date**" means, with respect to any Award, the date upon which such Award has vested in accordance with the terms of this RSU/DSU Plan and the terms of any applicable Award Grant Agreement.

PART 2 RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT GRANTS

2.1 Participation

Awards may only be granted to Participants provided that the participation is voluntary. A Participant will not be entitled to receive a grant of an Award after the date that the Participant ceases to be an Eligible Director, an Eligible Officer, an Eligible Employee or an Eligible Consultant in each case for any reason. The Board is responsible for ensuring and confirming that each Participant to whom Awards are to be granted is a *bona fide* Director, Officer, Employee or Consultant (as the case may be).

2.2 Grant of Awards

(a) The Board may at any time authorize the granting of Awards to such Participants as it may select for the number of Awards that it shall designate, subject to the provisions of this RSU/DSU Plan. Each grant of an Award shall specify the Performance Period and the Performance Conditions (if any) attached to it, and the Vesting Date(s) thereof in the Board's sole and absolute discretion.

(b) The date that an Award is granted shall be the date such grant was approved by the Board.

(c) Each Award granted shall entitle the Participant to receive one (1) Share, subject to the provisions of this RSU/DSU Plan.

2.3 Credits for Dividends

Subject to the absolute discretion of the Board and in accordance with this Section 2.3, the Board may elect to credit, as a bonus for services rendered in the calendar year containing the payment date for cash dividends paid on Shares (the "**Dividend Payment Date**"), a Participant with additional Awards. In such case, the number of additional Awards so credited under this Section 2.3 will be equal to (computed to two (2) decimal places) the aggregate amount of dividend that would have been paid to the Participant if the Awards in the Participant's account as of the record date for payment of such dividends (the "**Dividend Record Date**") had been an equal number of Shares divided by the Market Price of a Share on the Dividend Payment Date, and at all times be subject to the aggregate maximum number of Shares available for issuance in this RSU/DSU Plan and to the individual, respectively, as set out herein.

The additional Awards will vest on the Settlement Date of the particular RSUs or DSUs, as the case may be, to which the additional Awards relate. The additional Awards issued pursuant to this Section 2.3 will reduce the number of Shares available for issuance from treasury pursuant to Section 6.2.

2.4 Considerations in Granting Awards

In determining the Participants to whom Awards may be granted and the number of Awards, the Board may take into account the following factors:

(a) compensation data for comparable benchmark positions among the Company's competitors;

(b) the duties and seniority of the Participant;

(c) the performance of the Participant in the current or prior year or years;

(d) individual and/or departmental contributions and potential contributions to the success of the Company; and

(e) such other factors as the Board shall deem relevant in connection with accomplishing the purposes of this RSU/DSU Plan.

2.5 Performance Period and Performance Conditions

A grant of a RSU may, but is not required to, have Performance Conditions attached to it, which conditions may be attached to the RSU by the Board. The Board has the sole and complete authority, in its discretion, to determine whether any Performance Conditions or other criteria applicable to the vesting of RSUs have been satisfied. The Board has the sole and complete authority, in its discretion, to determine whether any Performance Conditions or other criteria applicable to the vesting of RSUs have been satisfied or shall be waived or modified, provided that such waiver or modification is completed in accordance with the policies of the TSXV, including receipt of required TSXV acceptance of the amendments.

2.6 Award Grant Agreements

Each Award granted to a Participant shall be evidenced by an instrument of grant (an "**Award Grant Agreement**") with terms and conditions consistent with this RSU/DSU Plan and as approved by the Board (which terms and conditions need not be the same in each case and may be changed from time to time, subject to this RSU/DSU Plan, and the applicable approval of any changes by the TSXV or such other exchange or exchanges on which the Shares are then traded) substantially in the form annexed hereto as Schedule A (in respect of Restricted Share Units) and Schedule B (in respect of Deferred Share Units) or such other forms as the Board determines. Each instrument of grant shall set forth, at a minimum, the type and effective date of the Award evidenced thereby, the number of Shares subject to such Awards and the applicable vesting conditions. Reference in the RSU/DSU Plan to an instrument of grant shall include any supplements or amendments thereto.

2.7 No Assurance of Future Awards

For greater certainty and without limiting the discretion conferred on the Board, the Board's decision to approve the grant of an Award in any year or at any time shall not require the Board to approve the grant of an Award to any Participant in any other year or at any other time; nor shall the Board's decision with respect to the size or terms and conditions of an Award in any year or at any time require it to approve the grant of an Award of the same size or with the same Performance Period, Performance Conditions or other terms and conditions to any Participant in any other year or at any other time. No Participant has any claim or right, legal or equitable, to receive an Award grant from the Company.

PART 3 VESTING AND SETTLEMENT OF AWARDS

3.1 Vesting

(a) The Board may, in its sole discretion, determine the time at which Awards shall vest and whether there shall be any other Performance Conditions or criteria to vesting, subject to Section 3.1(b). In the absence of any determination by the Board to the contrary at the time of grant, Awards will vest:

(i) as to 1/2 of the Awards, on the day which is the first anniversary of the grant date of the Awards; and

(ii) as to the remaining 1/2 of the Awards, on the day which is the second anniversary of the grant date of the Awards;

provided, however, the Participant is and has continuously been, in the case of an Eligible Director, Eligible Officer or Eligible Employee, an Eligible Director, Eligible Officer or Eligible Employee in service with the Company, or any of its Affiliates, from the grant date until the relevant date of vesting, and, in the case of an Eligible Consultant, at the discretion of the Board. For greater certainty, if an Award shall vest in accordance with this Section 3.1(a) at a time when there remains Performance Conditions outstanding that have not been satisfied, the Award shall be deemed to have not vested and shall only vest on the date that the Performance Conditions are satisfied, provided such date is during the applicable Performance Period.

(b) The authority of the Board in respect of vesting of Awards under Section 3.1(a) is subject to Section 4.6 of TSXV Policy 4.4 whereby no Award may vest before the first anniversary of the grant date of such Award, provided that acceleration of vesting may be expressly permitted by this RSU/DSU Plan in connection with the death of a Participant or a Change of Control, take-over bid, RTO (as defined in TSXV Policy 1.1) or similar transaction.

3.2 Payment for Vested Awards

(a) Upon the Vesting Date, and subject to Section 6.11, RSUs shall be settled by the Company by a payment to the Participant in cash or in Shares in accordance with Section 3.3.

(b) Once vested in accordance with the applicable Vesting Date, and subject to Section 6.11, DSUs shall be settled by the Company by a payment to the Participant in cash or in Shares in accordance with Section 3.3 following the Eligible Retirement, or death of the applicable Participant or at the time of Termination of the Participant.

(c) Following receipt of payment by the Participant, the Awards so settled shall be of no value whatsoever and shall be struck from the Participant's notional account.

3.3 Settlement Procedure for Awards

(a) Any Shares issued under this RSU/DSU Plan shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Shares were issued for money.

(b) The Company, at the Board's sole and absolute discretion, shall have the option of settling the Awards by any of the following methods or by a combination of such methods:

(i) payment in cash, net of applicable taxes, equal to the Market Price determined as of the applicable Vesting Date of one (1) Share for each Award then being settled;

(ii) payment in Shares acquired by the Company on the TSXV; or

(iii) payment in Shares issued from the treasury of the Company.

(c) The Company shall not be required to determine whether the payment method shall take the form of cash or Shares until the time of settlement of the Awards. A holder of Awards shall not have any right to demand, be paid in, or receive Shares in respect of any DSU at any time. Notwithstanding any election by the Company to settle the value of any Award which has vested, or portion thereof, in Shares, the Company reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such vested Awards shall not have the right, at any time to enforce settlement in the form of Shares of the Company.

(d) Unless otherwise determined by the Board, or unless otherwise provided in the Participant's applicable Award Grant Agreement and subject to this Section 3.3:

(i) RSUs shall be settled as soon as reasonably practicable following the following the Vesting Date and, in any event, within thirty (30) days thereof; and

(ii) DSUs shall be settled as soon as reasonably practicable following, and, in any event, within thirty (30) days of, the earlier of the Eligible Retirement of the Participant, the death of the Participant or the Termination of the Participant

(such date of settlement, the "**Settlement Date**").

(e) If the Board elects to settle the vested Awards by payment of Shares, on the Settlement Date, the Company will cause to be delivered to the Participant a certificate or DRS advice statement in respect of such Shares provided that, if required by applicable law or the rules and policies of the TSXV or such other exchange or exchanges on which the Shares are traded, a restrictive legend shall be inscribed on the certificate or DRS advice statement, which legend shall state that the Shares shall not be transferable for such period as may be prescribed by law or by any regulatory authority or stock exchange on which the Shares are listed. Where the Company elects to pay any amounts pursuant to vested Awards by issuing Shares, and the determination of the number of Shares to be delivered to a Participant in respect of a particular Vesting Date would result in the issuance of a fractional Share, the number of Shares deliverable on the Settlement Date shall be rounded down to the next whole number of Shares. No certificates representing fractional Shares shall be delivered pursuant to this RSU/DSU Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.

(f) If the Settlement Date of an Award occurs during a Blackout Period or when the Participant is otherwise prohibited from settling such Award, then the Settlement Date shall be automatically extended to the tenth (10^{th}) Business Day following the end of such Blackout Period or lifting, termination or removal of such prohibition.

PART 4 EFFECT OF TERMINATION

4.1 Termination

(a) Subject to any contrary determination by the Board (including by the terms of the applicable Award Grant Agreement), upon the death, Eligible Retirement or Termination (for any reason whatsoever) of an Awardee:

(i) any vested Award held by such Awardee at the date of death, Eligible Retirement or Termination, which has not yet been settled, shall be settled within thirty (30) days of such date; and

(ii) any unvested Award held by such Awardee at the date of death, Eligible Retirement or Termination shall be terminated as of such date and shall not thereafter entitle such Awardee or its estate or legal representative, as applicable, to any Shares or cash payment.

For greater certainty, notwithstanding the above, in the event of termination without cause, the Board may, in its sole discretion, cause any unvested Award held by a Participant to vest and be settled before the earlier of (a) the vesting schedule set out in the applicable Award Grant Agreement and (b) 12 months after the date of the Event of Termination, subject to the requirements set out in section 4.6 of TSXV Policy 4.4

For greater certainty, if a RSU has Performance Conditions attached to it which remain unsatisfied at the date of death, Eligible Retirement or Termination of the applicable Awardee, the RSU shall be deemed to not have vested.

(b) Any determination made by the Board shall be made in accordance with the policies of the TSXV, including without limitation, that all Awards must expire within a reasonable period, not exceeding twelve (12) months, following the date such Participant ceases to be an Eligible Employee, an Eligible Director, an Eligible Officer, or an Eligible Consultant.

PART 5 CHANGE OF CONTROL; REORGANIZATIONS ETC.

5.1 Effect of Takeover Bid

Notwithstanding any other provision in this RSU/DSU Plan but subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Company and a Participant, if there takes place a Change of Control, all issued and outstanding Awards shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board, in its absolute discretion, prior to the time such Change of Control takes place.

5.2 Effect of Amalgamation or Arrangement

Except in the case of a transaction that is a Change of Control and to which Section 5.1 applies, subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Company and a Participant, if the Company amalgamates with, or is the subject of an arrangement with, another corporation, any Shares receivable on the vesting of an Award shall instead become the right to receive the securities, property or cash which the Participant would have received upon such amalgamation or arrangement if the Participant had settled his, her or its Award immediately prior to the record date applicable to such amalgamation or arrangement, and shall be adjusted equitably and appropriately by the Board. Prior to agreeing to any such amalgamation or arrangement, the Board shall take all such steps as are necessary to ensure that such other corporation honours this Section 5.2 and the requirement that vested Awards be settled as aforementioned.

5.3 Adjustment in Shares Subject to the RSU/DSU Plan

If there is any change in the Shares through consolidations, subdivisions or reclassification of Shares, or otherwise, the number of Shares available under this RSU/DSU Plan, and the Shares subject to any Award, shall be adjusted equitably and appropriately by the Board and such adjustment shall be effective and binding for all purposes of this RSU/DSU Plan.

5.4 Prior Acceptance by TSXV

Any adjustment under this RSU/DSU Plan to Awards granted or Shares issued under this RSU/DSU Plan, other than in connection with a consolidation or share split, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization, shall be subject to the prior acceptance of the TSXV.

PART 6 GENERAL, INTERPRETATION AND ADMINISTRATION

6.1 Administration by the Board

The Board shall have the full power to administer this RSU/DSU Plan, including, but not limited to, the authority to:

(a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;

(b) adopt, amend, suspend and rescind such provisions of this RSU/DSU Plan as the Board may deem necessary in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;

(c) determine the individuals or companies to whom Awards may be granted;

(d) grant such Awards on such terms and conditions as it determines including, without limitation: the time or times at which Awards may be granted; the time or times when each Award shall vest and the term of each Award; whether restrictions or limitations are to be imposed on the Shares the Company may elect to issue in settlement of all or a portion of the vested Awards and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any Award; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;

(e) take any and all actions permitted by this RSU/DSU Plan; and

(f) make any other determinations and take such other action in connection with the administration of this RSU/DSU Plan that it deems necessary or advisable.

No member of the Board shall be liable for any action or determination in connection with this RSU/DSU Plan made or taken in good faith, and each member of the Board and each such person shall be entitled to indemnification by the Company with respect to any such action or determination.

6.2 Maximum Number of Shares Issuable

Subject to Sections 5.3 and 6.3, the aggregate maximum number of Shares that may be issued pursuant to this RSU/DSU Plan is 19,730,121 Shares.

6.3 Limitations

The following limits apply to the operation of this RSU/DSU Plan:

(a) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation of the Company granted or issued in any 12-month period to any one Eligible Consultant shall not exceed 2% of the total number of issued and outstanding Shares of the Company on a non-diluted basis, calculated as at the date any Security Based Compensation is granted or issued to such Eligible Consultant;

(b) unless the Company has obtained the requisite Disinterested Shareholder Approval,

(i) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any one person shall not exceed 5% of the total number of issued and outstanding Shares of the Company on a non-diluted basis, calculated as at the date any Security Based Compensation is granted or issued to such person;

(ii) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares of the Company on a non-diluted basis at any point in time; and

(iii) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares of the Company on a non-diluted basis, calculated as at the date any Security Based Compensation is granted or issued to any Insider; and

(c) Awards may not be granted under this RSU/DSU Plan to persons retained to provide Investor Relations Activities.

6.4 Effective Date

This RSU/DSU Plan is established effective on the date that this RSU/DSU Plan has been adopted by the Board (the "**Effective Date**") provided, however, that while Awards may be granted prior to the necessary regulatory, stock exchange and shareholder approvals, no cash and/or Shares underlying a vested Award shall be issued by the Company or paid to a Participant in accordance with this RSU/DSU Plan prior to it having received the necessary regulatory, stock exchange and shareholder approvals (the "**Necessary Approvals**"). If the Necessary Approvals in respect of an Award are not received within one (1) year of the grant date, the Award shall terminate unvested at such time.

6.5 Non-Transferability

Any Awards accruing to any Participant in accordance with the terms and conditions of this RSU/DSU Plan shall not be transferable except by will or by the laws of descent and distribution. During the lifetime of a Participant, all benefits and rights granted under this RSU/DSU Plan may only be exercised by the Participant.

6.6 Employment

Nothing contained in this RSU/DSU Plan shall confer upon any Participant any right with respect to employment or continuance of employment, consultancy agreement, or service of any nature with the Company or any, Affiliate, or interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment or consultancy agreement at any time. Participation in this RSU/DSU Plan by a Participant is entirely voluntary and the Participant may decline an Award at any time and/or voluntarily agree to the termination of an Award previously granted at any time.

6.7 Not a Shareholder

Nothing contained in this RSU/DSU Plan nor in any Award granted hereunder shall be deemed to give any Participant any interest or title in or to any Shares or any rights as a Shareholder or any other legal or equitable right against the Company, or any of its Affiliates whatsoever, including without limitation, the right to vote as a Shareholder or the right to participate in any new issue of Shares to existing holders of Shares, other than those rights relating to Shares that have been issued by the Company upon the settlement of an Award.

6.8 Unfunded Plan

This RSU/DSU Plan shall be unfunded.

6.9 Record Keeping

The Company shall maintain a register in which shall be recorded:

(a) the name and address of each Awardee;

(b) the number of vested and unvested Awards held by each Awardee;

(c) the relevant Performance Period and Performance Conditions (if any) attached to each Award; and

(d) such other information as the Board may determine from time to time.

6.10 Necessary Approvals

The obligation of the Company to issue Shares in accordance with this RSU/DSU Plan is subject to the approval of any governmental authority having jurisdiction in respect of the Shares or any exchanges on which the Shares are then listed which may be required in connection with the authorization, or issuance of such Shares by the Company. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain such approval, the obligation of the Company to issue such Shares shall terminate and if the Company is lawfully permitted to settle Awards in cash, it will settle Awards in cash.

6.11 Taxes

The Company may withhold from any remuneration or consideration whatsoever payable to such Participant hereunder, any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in this RSU/DSU Plan (the "**Applicable Withholding Taxes**"). For greater certainty, unless not required under the Tax Act, no cash payment will be made nor will Shares be issued until (i) an amount sufficient to cover the Applicable Withholding Taxes payable on the settlement of such Awards has been received by the Company, (ii) the Participant undertakes to arrange for such number of Shares to be sold as is necessary to raise an amount equal to such Applicable Withholding Taxes, and to cause the proceeds from the sale of such Shares to be delivered to the Company, or (iii) the Participant elects to redeem for cash such number of Awards as is necessary to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company.

Notwithstanding the foregoing, the Company makes no representation or warranty as to the future market value of the Shares or with respect to any tax matters affecting the Participant resulting from the grant or settlement of an Award or transactions in the Shares. With respect to any fluctuations in the market price of Shares, neither the Company, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder or their sale (as applicable) or in any other manner related to this RSU/DSU Plan. For greater certainty, no amount will be paid to, or in respect of, an Awardee under this RSU/DSU Plan or pursuant to any other arrangement, and no additional cash or Shares will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, an Awardee for such purpose.

6.12 Amendments to RSU/DSU Plan

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, and without shareholder approval, amend this RSU/DSU Plan or any Award granted under this RSU/DSU Plan to fix typographical errors or to clarify existing provisions of this RSU/DSU Plan that do not have the effect of altering the scope, nature and intent of such provisions.

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, suspend or terminate this RSU/DSU Plan or any Award granted under this RSU/DSU Plan in any manner it may choose, provided that:

(a) any amendment to this RSU/DSU Plan or any Award requires prior acceptance of the TSXV, unless such amendment imposes additional Performance Conditions;

(b) if any amendment in respect of an Award will result in a benefit to an Insider, Disinterested Shareholder Approval is required;

(c) if any amendment will result in the limits set out in Section 6.3(b) being exceeded, Disinterested Shareholder Approval is required; and

(d) any amendment, suspension or termination is in accordance with applicable laws and the rules of any other stock exchange on which the Shares are listed.

If the RSU/DSU Plan is terminated, the provisions of this RSU/DSU Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of this RSU/DSU Plan, the Board shall remain able to make such amendments to this RSU/DSU Plan or the Awards as they would have been entitled to make if this RSU/DSU Plan were still in effect.

No such amendment to the RSU/DSU Plan shall cause the RSU/DSU Plan to cease to be a plan described in Section 7 of the Tax Act of any successor to such provision.

6.13 Compliance with Applicable Law, etc

If any provision of this RSU/DSU Plan or any agreement entered into pursuant to this RSU/DSU Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or this RSU/DSU Plan, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

6.14 Governing Law

This RSU/DSU Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.15 Notice

Any notice required to be given by this RSU/DSU Plan shall be in writing and shall be given by registered mail, postage prepaid, or delivered by courier or by electronic transmission such as email addressed, if to the Company, to the head office of the Company, Attention: Corporate Secretary; or if to a Participant or Awardee, to such Participant or Awardee at his or her address as it appears on the books of the Company or in the event of the address of any such Participant not so appearing, then to the last known address of such Participant or Awardee; or if to any other person, to the last known address of such person.

6.16 Fractional Shares

No fractional Shares shall be delivered upon the settlement of any Award under this RSU/DSU Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the settlement of an Award, or from an adjustment permitted by the terms of this RSU/DSU Plan, such Participant shall only have the right to receive the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

SCHEDULE A
TO RSU/DSU PLAN

RESTRICTED SHARE UNIT – AWARD GRANT AGREEMENT

[All Awards issued to Insiders must include the following legend:

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and the shares issuable upon the vesting thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert the date that is four months and one day after the grant date of the Award].

THIS RESTRICTED SHARE UNIT AGREEMENT (the "**Agreement**") is made as of the [●] day of [●], [●].

BETWEEN:

LITHIUM IONIC CORP.

(herein called the "Company")

and

[●]

(herein called the "Awardee")

This Agreement is made pursuant to the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan (in effect from time to time, the "**RSU/DSU Plan**"), which is incorporated by reference herein. The Awardee accepts the terms and conditions of the RSU/DSU Plan and all rules and procedures adopted thereunder, as amended from time to time. In the event of any inconsistency between the terms of this Agreement and the terms of the RSU/DSU Plan, the terms of the RSU/DSU Plan shall prevail. Certain terms with initial capital letters used in this Agreement have the meanings set out in the RSU/DSU Plan.

Each RSU (as defined below) granted to the Awardee hereunder represents a right of the Awardee to receive one common share of the Company as presently constituted (each a "**Share**") on the terms set out herein.

The Company has granted to the Awardee, as of the grant date set out in exhibit 1 attached hereto, that number of restricted share units (the "**RSUs**") equal to the number of RSUs set out in exhibit 1 attached hereto, upon the terms and conditions set out in this Agreement, including the following:

Restricted Share Units. Each RSU granted to the Awardee hereunder represents a right of the Awardee to receive one Share on the date the said RSU vests.

Awardee's Notional Account. The Company shall maintain in its books a notional account for the Awardee (the "**Awardee's Account**") recording the number of RSUs granted to the Awardee and the number of RSUs that have vested. Upon payment in satisfaction of vested RSUs through the issue of Shares from treasury or cash, such vested RSUs shall be cancelled.

Vesting. The RSUs granted by the Company to the Awardee as set out on exhibit 1 attached hereto shall vest in accordance with the vesting provisions set out on exhibit 1 attached hereto (provided that in no event will the Awardee become entitled to acquire a fraction of a Share).

If the Awardee terminates employment with the Company for any reason, any non-vested RSUs granted hereunder will be immediately cancelled without liability or compensation therefore and be of no further force and effect. For clarity, where the Awardee voluntarily terminates his/her employment with the Company or is otherwise terminated by the Company for cause, all non-vested RSUs of the Awardee shall be immediately cancelled without compensation or liability therefore and be of no further force and effect.

Settlement of Vested RSUs. Unless otherwise directed by the Company's directors in writing, payment to the Awardee in respect of vested RSUs will be made in the form of Shares only and will be evidenced by book entry registration or by a certificate registered in the name of the Awardee as soon as practicable following the date on which the RSUs become vested and in any event within thirty (30) days of the Vesting Date.

No Shareholder Rights. The Awardee will have none of the rights of a shareholder of the Company with respect to any Shares underlying the RSUs, including the right to vote such shares and receive any dividends that may be paid thereon, until such time, if any, that the Awardee has been determined to be a shareholder of record by the Company's transfer agent or one or more certificates of Shares are delivered to the Awardee in settlement thereof. Further, nothing herein will confer upon the Awardee any right to remain in the employ of the Company.

RSUs Non-Transferable. RSUs are non-transferable (except by will or by the laws of descent and distribution).

No Other Benefit. No amount will be paid to, or in respect of, the Awardee under the RSU/DSU Plan to compensate for a downward fluctuation in the value of the Shares, nor will any other form of benefit be conferred upon, or in respect of, the Awardee for such purpose.

The Company makes no representations or warranties to the Awardee with respect to the RSU/DSU Plan or the RSUs whatsoever. The Awardee is expressly advised that the value of the RSUs in the RSU/DSU Plan will fluctuate as the value of Shares fluctuates.

In seeking the benefits of participation in the RSU/DSU Plan, the Awardee agrees to exclusively accept all risks associated with a decline in the value of Shares and all other risks associated with participation in the RSU/DSU Plan.

Withholding Tax. As set out in Section 6.11 of the RSU/DSU Plan, the Company may withhold from any remuneration or consideration whatsoever payable to such Participant hereunder, any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the RSU/DSU Plan.

Income Taxes: The Awardee acknowledges that he/she will be liable for income tax relating to grants and dispositions of RSUs. The Awardee hereby acknowledges that the Company is making no representation to him/her regarding taxes applicable to the Awardee and the Awardee will confirm the tax treatment with his/her own tax advisor.

No Inducement. By executing a copy of this Agreement, the Awardee hereby accepts the grant of RSUs and hereby confirms and acknowledges that his or her participation in the RSU/DSU Plan is voluntary and that he or she has not been induced to enter into this Agreement or participate in RSU/DSU Plan by expectation of employment or continued employment with the Company.

Reorganization. The existence of any RSUs shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

Binding Effect. This Agreement shall enure to the benefit of and be binding upon the Company and the Awardee and each of their respective heirs, executors, administrators, successors and permitted assigns.

Unfunded and Unsecured RSU/DSU Plan. Unless otherwise determined by the Board, this Agreement and the RSU/DSU Plan shall be unfunded and the Company will not secure its obligations under this Agreement or the RSU/DSU Plan. To the extent any Awardee or his or her estate holds any rights by virtue of a grant of RSUs under this Agreement, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflict of laws.

Effective Date. The effective date of this Agreement shall be the grant date.

Severability. The invalidity or unenforceability of any provision of the RSU/DSU Plan or this Agreement shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Agreement.

[*signature page follows*]

LITHIUM IONIC CORP.

____

Name:

Title:

Date:

AWARDEE

____

Signature of Awardee

Name:

Title:

Date:

EXHIBIT 1 TO SCHEDULE A

LITHIUM IONIC CORP.

RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN

NOTICE OF RESTRICTED SHARE UNITS GRANTED

Awardee: ____

Address: ____

You have been granted Restricted Share Units of Lithium Ionic Corp. (the "**Company**"), as follows: Grant

Date: ____

Number of Restricted Share Units: ____________________________

Starting Value of Restricted Share Unit Grant: ____________________

Vesting Schedule: ____________________________________

By your signature and the signature of the Company's representative below, you and the Company agree that this Restricted Share Unit Grant is granted under and governed by the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan, as amended from time to time.

LITHIUM IONIC CORP.

____

Name:

Title:

Date:

AWARDEE

____

Signature of Awardee

Name:

Title:

Date:

SCHEDULE B
TO RSU/DSU PLAN

DEFERRED SHARE UNIT – AWARD GRANT AGREEMENT

[All Awards issued to Insiders must include the following legend:

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and the shares issuable upon the vesting thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert the date that is four months and one day after the grant date of the Award].

THIS DEFERRED SHARE UNIT AGREEMENT (the "**Agreement**") is made as of the [●] day of [●], [●].

BETWEEN:

LITHIUM IONIC CORP.

(herein called the "Company")

and

[●]

(herein called the "Awardee")

This Agreement is made pursuant to the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan (in effect from time to time, the "**RSU/DSU Plan**"), which is incorporated by reference herein. The Awardee accepts the terms and conditions of the RSU/DSU Plan and all rules and procedures adopted thereunder, as amended from time to time. In the event of any inconsistency between the terms of this Agreement and the terms of the RSU/DSU Plan, the terms of the RSU/DSU Plan shall prevail. Certain terms with initial capital letters used in this Agreement have the meanings set out in the RSU/DSU Plan.

The Company has granted to the Awardee, as of the grant date set out in exhibit 1 attached hereto, that number of deferred share units (the "**DSUs**") equal to the number of DSUs set out in exhibit 1 attached hereto, upon the terms and conditions set out in this Agreement, including the following:

<u>Definitions:</u>

a) "**Distribution Date**" means either the Separation Date or such later date as the Awardee may elect (by written notice delivered to the Company prior to the Separation Date), provided that in no event shall an Awardee be permitted to elect a date which is later than December 1 of the calendar year following the calendar year in which the Separation Date occurs. In the case of death of an Awardee, the Distribution Date shall have the meaning ascribed to it under the section titled "Distribution of Vested DSUs" hereof;

b) "**Related Entity**" has the meaning ascribed to the term "related entity" in section 2.22 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators, as amended from time to time; and

c) "**Separation Date**" means the date on which the Awardee ceases service as a director, and is not at that time an employee or officer, of the Company or a Related Entity.

Deferred Share Units. Each vested DSU granted to the Awardee hereunder represents a right of the Awardee to receive one Share on the Distribution Date.

Awardee's Notional Account. The Company shall maintain in its books a notional account for the Awardee (the "**Awardee's Account**") recording the number of DSUs granted to the Awardee and the number of DSUs that have vested. Upon payment in satisfaction of vested DSUs through the issue of Shares or cash on or about the Distribution Date (in accordance with the provisions herein), such vested DSUs shall be cancelled as of the applicable Distribution Date.

Vesting. The DSUs granted by the Company to the Awardee as set out on exhibit 1 attached hereto shall vest in accordance with the vesting provisions set out on exhibit 1 attached hereto, provided that where an Awardee is terminated for cause, resigns or, in the case of a director of the Company, is otherwise removed as a result of losing his/her eligibility to serve on the Board due to an order by a regulatory body or stock exchange or for culpable conduct as determined by the Board, all unvested DSUs in the Awardee's account shall be immediately cancelled without liability or compensation therefore and be of no further force and effect (unless otherwise determined by the Board).

In no event will the Awardee become entitled to acquire a fraction of a Share.

Distribution of Vested DSUs. The Company shall, within 10 business days after the Distribution Date, issue to the Awardee a number of Shares equal to the number of vested DSUs in the Awardee's Account. In the case of an Awardee's death, the Distribution Date shall be on or before the 30th business day after the Company is duly notified of the death of the Awardee and such distribution shall be made to the estate of the Awardee.

Reporting of DSUs. Statements of the Awardee's Account will be provided to Awardees on an annual basis.

No Shareholder Rights. The Awardee will have none of the rights of a shareholder of the Company with respect to any Shares underlying the DSUs, including the right to vote such shares and receive any dividends that may be paid thereon, until such time, if any, that the Awardee has been determined to be a shareholder of record by the Company's transfer agent or one or more certificates of Shares are delivered to the Awardee in settlement thereof. Further, nothing herein will confer upon the Awardee any right to remain in the employ of the Company.

DSUs Non-Transferable. DSUs are non-transferable (except by will or by the laws of descent and distribution).

No Other Benefit. No amount will be paid to, or in respect of, the Awardee under the RSU/DSU Plan to compensate for a downward fluctuation in the value of the Shares, nor will any other form of benefit be conferred upon, or in respect of, the Awardee for such purpose.

The Company makes no representations or warranties to the Awardee with respect to the RSU/DSU Plan or the DSUs whatsoever. The Awardee is expressly advised that the value of the DSUs in the RSU/DSU Plan will fluctuate as the value of Shares fluctuates.

In seeking the benefits of participation in the RSU/DSU Plan, the Awardee agrees to exclusively accept all risks associated with a decline in the value of Shares and all other risks associated with participation in the RSU/DSU Plan.

Withholding Tax. As set out in Section 6.11 of the RSU/DSU Plan, the Company may withhold from any remuneration or consideration whatsoever payable to such Participant hereunder, any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the RSU/DSU Plan.

Income Taxes: The Awardee acknowledges that he/she will be liable for income tax relating to grants and dispositions of DSUs. The Awardee hereby acknowledges that the Company is making no representation to him/her regarding taxes applicable to the Awardee and the Awardee will confirm the tax treatment with his/her own tax advisor.

No Inducement. By executing a copy of this Agreement, the Awardee hereby accepts the grant of DSUs and hereby confirms and acknowledges that his or her participation in the RSU/DSU Plan is voluntary and that he or she has not been induced to enter into this Agreement or participate in RSU/DSU Plan by expectation of employment or continued employment with the Company.

Reorganization. The existence of any DSUs shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

Binding Effect. This Agreement shall enure to the benefit of and be binding upon the Company and the Awardee and each of their respective heirs, executors, administrators, successors and permitted assigns.

Unfunded and Unsecured RSU/DSU Plan. Unless otherwise determined by the Board, this Agreement and the RSU/DSU Plan shall be unfunded and the Company will not secure its obligations under this Agreement or the RSU/DSU Plan. To the extent any Awardee or his or her estate holds any rights by virtue of a grant of DSUs under this Agreement, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflict of laws.

Effective Date. The effective date of this Agreement shall be the grant date.

Severability. The invalidity or unenforceability of any provision of the RSU/DSU Plan or this Agreement shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Agreement.

[*signature page follows*]

LITHIUM IONIC CORP.

____
Name:
Title:
Date:

AWARDEE

____
Signature of Awardee
Name:
Title:
Date:

EXHIBIT 1 TO SCHEDULE B

LITHIUM IONIC CORP.

RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN

NOTICE OF DEFERRED SHARE UNITS GRANTED

Awardee: ____

Address: ____

You have been granted Deferred Share Units of Lithium Ionic Corp. (the "**Company**"), as follows: Grant

Date: ____

Number of Deferred Share Units: ____________________________

Starting Value of Deferred Share Unit Grant: ____________________

Vesting Schedule: ___________________________________

By your signature and the signature of the Company's representative below, you and the Company agree that this Deferred Share Unit Grant is granted under and governed by the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan, as amended from time to time.

LITHIUM IONIC CORP.

____
Name:
Title:
Date:

AWARDEE

____
Signature of Awardee
Name:
Title:
Date:

SCHEDULE C – AMENDED AND RESTATED ADVANCE NOTICE POLICY

AMENDED AND RESTATED BY-LAW NO. 2

OF

LITHIUM IONIC CORP.

ARTICLE I

Section 1.01 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**Act**" means the Business Corporations Act (Ontario) as amended from time to time;

"**Applicable Securities Laws**" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada;

"**Corporation**" means Lithium Ionic Corp.;

"**Nominating Shareholder**" has the meaning ascribed thereto in Section 2.01(c);

"**Notice Date**" has the meaning ascribed thereto in Section 2.03(a);

"**Proposed Nominee**" has the meaning ascribed thereto in Section 2.04(a);

"**public announcement**" means disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedarplus.com; and

"**Representatives**" of a person means the affiliates and associates of such person, all persons acting jointly or in concert with any of the foregoing, and the affiliates and associates of any of such persons acting jointly or in concert, and "**Representative**" means any one of them.

ARTICLE II

Section 2.01 Nomination of Directors

Subject only to the Act and Section 2.06, and for so long as the Corporation is a distributing corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the board may be made at any annual meeting of shareholders or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:

(a) by or at the direction of the board, including pursuant to a notice of meeting;
(b)
(c) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act; or

(d) by any person (a "**Nominating Shareholder**"):

i. who, at the close of business in Toronto, Ontario on the date of the giving of the notice provided for below in this Section 2.01 and at the close of business in Toronto, Ontario on the record date for notice of such meeting of shareholders, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and

(e)

ii. who complies with the notice procedures set forth below in this By-Law No. 2.

Section 2.02 Timely Notice

In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must have given timely notice thereof (in accordance with Section 2.03 below) in proper written form (in accordance with Section 2.04 below) to the corporate secretary of Corporation at the principal executive offices of the Corporation.

Section 2.03 Manner of Timely Notice

To be timely, a Nominating Shareholder's notice to the Corporate Secretary of Corporation must be made:

(a) in the case of an annual meeting of shareholders (which includes an annual and special meeting), prior to 5:00 p.m. (Toronto time) on the date that is 30 days prior to the date of the annual meeting of shareholders; provided, however, that, in the event that (i) the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the meeting was made, notice by the Nominating Shareholder may be made not later than 5:00 p.m. (Toronto time) on the tenth (10th) day following the Notice Date; and

(f)

(b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes as well), not later than 5:00 p.m. (Toronto time) on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made;

provided that, in either instance, if the Corporation uses "notice-and-access" (as defined in National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer*) to send proxy-related materials to shareholders in connection with a meeting of the shareholders described in Section 2.03(a) or (b) above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the notice must be received not less than 40 days prior to the date of the applicable meeting.

For greater certainty, in the event that there is an adjournment or a postponement of a meeting of shareholders or the announcement thereof, any reference to the date of an annual meeting or special meeting of shareholders set forth above is deemed to refer to the date of the adjourned or postponed meeting.

Section 2.04 Proper Form of Timely Notice

To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of Corporation must set forth the following information:

(a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (each, a "**Proposed Nominee**"):

i. the name, age, business address and residential address of the person;

ii. the principal occupation or employment of the person for the past five years;

iii. the status of such person as a "resident Canadian" (as such term is defined in the Act);

iv. the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;

v. any derivatives or other economic or voting interests in the Corporation and any hedges implemented with respect to the Nominating Shareholders' interests in the Corporation;

vi. any proxy, contract, arrangement, understanding or relationship pursuant to which the Nominating Shareholder has a right to vote any shares of the Corporation;

vii. a personal information form in the form prescribed by the TSX Venture Exchange (or any stock exchange on which the shares of the Corporation then trade) (the "**PIF**") and confirmation that the Proposed Nominee has filed a copy of the PIF with the applicable stock exchange; and

viii. any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and

(b) as to the Nominating Shareholder proposing a nomination and giving the notice:

i. the name, age, business address and residential address of the person;

ii. the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;

iii. any derivatives or other economic or voting interests in the Corporation and any hedges implemented with respect to the Nominating Shareholders' interests in the Corporation;

iv. any proxy, contract, arrangement, understanding or relationship pursuant to which the Nominating Shareholder has a right to vote any shares of the Corporation;

v. whether the Nominating Shareholder intends to deliver a proxy circular and form of proxy to any shareholders of the Corporation in connection with the election of directors; and

vi. any other information relating to the Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws.

The Corporation may require that any Proposed Nominee furnish such other information as may be required to be contained in a dissident proxy circular or by applicable law or regulation to determine the independence of the Proposed Nominee or the eligibility of such Proposed Nominee to serve as a director of the Corporation or a member of any committee of the board. Such information, if received, will generally be summarized in the Corporation's information circular.

All information to be provided in a timely notice pursuant to this Section 2.04 shall be provided as of the record date for determining shareholders entitled to vote at the meeting (if such date shall then have been publicly announced) and as of the date of such notice. The Nominating Shareholder shall update such information forthwith if there are any material changes in the information previously disclosed.

Section 2.05 Eligibility of Nominations

Subject to Section 2.06, no person shall be eligible for election as a director of the Corporation unless such person has been nominated in accordance with the provisions of this Article II; provided, however, that nothing in this Article II shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which such shareholder would have been entitled to submit a proposal pursuant to the Act. The chairperson of the applicable meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

Section 2.06 Waiver

Notwithstanding the foregoing, the board may, in its sole discretion, waive all or any of the requirements in this Article II.

MADE by the Board the 14th day of July, 2026.

(signed) "Blake Hylands"

Blake Hylands, Chief Executive Officer and Director

SCHEDULE D – AUDIT COMMITTEE CHARTER

LITHIUM IONIC CORP.

CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

1. PURPOSE OF THIS CHARTER

The Audit Committee (the "**Committee**") is appointed by the Board of Directors (the "**Board**") of Lithium Ionic Corp. (the "**Corporation**") to assist the Board in fulfilling its oversight responsibilities relating to financial accounting and reporting process and internal controls for the Corporation. The Committee's primary duties and responsibilities are to:

a) conduct such reviews and discussions with management and the external auditors relating to the audit and financial reporting as are deemed appropriate by the Committee;

b) assess the integrity of internal controls and financial reporting procedures of the Corporation and ensure implementation of such controls and procedures;

c) ensure that there is an appropriate standard of corporate conduct for senior financial personnel and employees including, if necessary, adopting a corporate code of ethics;

d) review the quarterly and annual financial statements and management's discussion and analysis of the Corporation's financial position and operating results and in the case of the annual financial statements and related management's discussion and analysis, report thereon to the Board for approval of same;

e) select and monitor the independence and performance of the Corporation's external auditors, including attending at private meetings with the external auditors and reviewing and approving all renewals or dismissals of the external auditors and their remuneration; and

f) provide oversight of all disclosure relating to, and information derived from, financial statements, management's discussion and analysis and information.

The Committee has the authority to conduct any investigation appropriate to its responsibilities, and it may request the external auditors, as well as any officer of the Corporation, or outside counsel for the Corporation, to attend a meeting of the Committee or to meet with any members of, or advisors to, the Committee. The Committee shall have unrestricted access to the books and records of the Corporation and has the authority to retain, at the expense of the Corporation, special legal, accounting, or other consultants or experts to assist in the performance of the Committee's duties.

The Committee shall review and assess the adequacy of this Charter annually and submit any proposed revisions to the Board for approval.

In fulfilling its responsibilities, the Committee will carry out the specific duties set out in Part 4 of this Charter.

2. AUTHORITY OF THE AUDIT COMMITTEE

The Committee shall have the authority to:

a) engage independent counsel and other advisors as it determines necessary to carry out its duties;

b) set and pay the compensation for advisors employed by the Committee; and

c) communicate directly with the internal and external auditors.

3. COMPOSITION AND MEETINGS

The Committee and its membership shall meet all applicable legal, regulatory and listing requirements, including, without limitation, those of the Ontario Securities Commission ("**OSC**"), the TSX Venture Exchange, the *Business Corporations Act* (Ontario) and all applicable securities regulatory authorities.

a) The Committee shall be composed of three or more directors as shall be designated by the Board from time to time. The members of the Committee shall appoint from among themselves a member who shall serve as Chair. The position description and responsibilities of the Chair are set out in Schedule "A" attached hereto.

b) A majority of the Committee shall be "independent" and each member of the Committee shall be "financially literate". An "independent" director is a director who has no direct or indirect material relationship with the Corporation. A "material relationship" is a relationship which, in the view of the Board of Directors of the Corporation, could be reasonably expected to interfere with the exercise of the director's independent judgement or a relationship deemed to be a material relationship pursuant to Sections 1.4 and 1.5 of National Instrument 52-110 — *Audit Committees*, as set out in Schedule "B" hereto. A "financially literate" director is a director who has the ability to read and understand a set of financial instruments that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the accounting issues that can be reasonably expected to be raised in the Corporation's financial statements.

c) Each member of the Committee shall sit at the appointment of the Board of Directors. The Committee shall report to the Board of Directors.

d) The Committee shall meet at least quarterly, at the discretion of the Chair or a majority of its members, as circumstances dictate or as may be required by applicable legal or listing requirements. A minimum of two and at least 50% of the members of the Committee present, either in person or by telephone, shall constitute a quorum.

e) If within one hour of the time appointed for a meeting of the Committee, a quorum is not present, the meeting shall stand adjourned to the same hour on the next business day following the date of such meeting at the same place. If at the adjourned meeting a quorum as hereinbefore specified is not present within one hour of the time appointed for such adjourned meeting, such meeting shall stand adjourned to the same hour on the second business day following the date of such meeting at the same place. If at the second adjourned meeting a quorum as hereinbefore specified is not present, the quorum for the adjourned meeting shall consist of the members then present.

f) If, and whenever a vacancy shall exist, the remaining members of the Committee may exercise all of its powers and responsibilities so long as a quorum remains in office.

g) The time and place at which meetings of the Committee shall be held, and procedures at such meetings, shall be determined from time to time by the Committee. A meeting of the Committee may be called by letter, telephone, facsimile, email or other communication equipment, by giving at least 48 hours' notice, provided that no notice of a meeting shall be necessary if all of the members are present either in person or by means of conference telephone or if those absent have waived notice or otherwise signified their consent to the holding of such meeting.

h) Any member of the Committee may participate in the meeting of the Committee by means of conference telephone or other communication equipment, and the member participating in a meeting pursuant to this paragraph shall be deemed, for purposes hereof, to be present in person at the meeting.

i) The Committee shall keep minutes of its meetings which shall be submitted to the Board. The Committee may, from time to time, appoint any person who need not be a member, to act as a secretary at any meeting.

j) The Committee may invite such officers, directors and employees of the Corporation and its subsidiaries as the Committee may see fit, from time to time, to attend at meetings of the Committee.

k) Any matters to be determined by the Committee shall be decided by a majority of votes cast at a meeting of the Committee called for such purpose. Actions of the Committee may be taken by an instrument or instruments in writing signed by all of the members of the Committee, and such actions shall be effective as though they had been decided by a majority of votes cast at a meeting of the Committee called for such purpose. The Committee shall report its determinations to the Board at the next scheduled meeting of the Board, or earlier as the Committee deems necessary. All decisions or recommendations of the Committee shall require the approval of the Board prior to implementation, other than those relating to non-audit services and annual audit fees which do not require the approval of the Board.

l) The Committee members will be elected annually at the first meeting of the Board following the annual general meeting of shareholders.

m) The Board may at any time amend or rescind any of the provisions hereof, or cancel them entirely, with or without substitution.

4. RESPONSIBILITIES

a) Financial Accounting and Reporting Process and Internal Controls

i) The Committee shall review the annual audited and interim financial statements and related management's discussion and analysis before the Corporation publicly discloses this information to satisfy itself that the financial statements are presented in accordance with applicable accounting principles and in the case of the annual audited financial statements and related management's discussion and analysis, report thereon and recommend to the Board whether or not same should be approved prior to their being filed with the appropriate regulatory authorities. With respect to the annual audited financial statements, the Committee shall discuss significant issues regarding accounting principles, practices, and judgments of management with management and the external auditors as and when the Committee deems it appropriate to do so. The Committee shall satisfy itself that the information contained in the annual audited financial statements is not significantly erroneous, misleading or incomplete and that the audit function has been effectively carried out.

ii) The Committee shall review any internal control reports prepared by management and the evaluation of such report by the external auditors, together with management's response.

iii) The Committee shall be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, management's discussion and analysis and annual and interim earnings press releases, and periodically assess the adequacy of these procedures.

iv) The Committee shall review any press releases containing disclosure regarding financial information that are required to be reviewed by the Committee under any applicable laws before the Corporation publicly discloses this information.

v) The Committee shall meet no less than annually with the external auditors and the Chief Financial Officer or, in the absence of a Chief Financial Officer, with the officer of the Corporation in charge of financial matters, to review accounting practices, internal controls and such other matters as the Committee, Chief Financial Officer or, in the absence of a Chief Financial Officer, the officer of the Corporation in charge of financial matters, deem appropriate.

vi) The Committee shall inquire of management and the external auditors about significant risks or exposures, both internal and external, to which the Corporation may be subject, and assess the steps management has taken to minimize such risks.

(vii) The Committee shall provide oversight of the Corporation's policies, procedures and practices with respect to the maintenance of the books, records and accounts, and the filing of reports, by the Corporation with respect to third party payments in compliance with the *Corruption of Foreign Public Officials Act* (Canada), the *Extractive Sector Transparency Measures Act* (Canada) and similar applicable laws.

viii) The Committee shall review the post-audit or management letter containing the recommendations of the external auditors and management's response and subsequent follow-up to any identified weaknesses.

ix) The Committee shall ensure that there is an appropriate standard of corporate conduct including, if necessary, adopting a corporate code of ethics for senior financial personnel and all employees.

x) The Committee shall establish and monitor procedures for:

- the receipt, retention and treatment of complaints received by the Corporation regarding: (a) accounting, internal accounting controls or auditing matters; or (b) violations of the Corporation's policies including the Code of Business Conduct and Ethics; Anti-Bribery and Anti-Corruption Policy; and Corporate Disclosure, Confidentiality and Insider Trading Policy; and

- the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters or violations of any of the Corporation's policies (as described above).

xi) The Committee shall provide oversight to related party transactions entered into by the Corporation.

xii) The Committee shall establish the budget process, which shall include the setting of spending limits and authorizations, as well as periodic reports from the Chief Financial Officer comparing actual spending to the budget.

xiii) The Committee shall have the authority to adopt such policies and procedures as it deems appropriate to operate effectively.

b) Independent Auditors

i) The Committee shall recommend to the Board the external auditors to be nominated for the purpose of preparing or issuing an auditors' report or performing other audit, review or attest services for the Corporation, shall set the compensation for the external auditors, provide oversight of the external auditors and shall ensure that the external auditors' report directly to the Committee.

ii) The Committee shall be directly responsible for overseeing the work of the external auditors, including the resolution of disagreements between management and the external auditors regarding financial reporting.

iii) The pre-approval of the Committee shall be required as further set out in Schedule "C" prior to the undertaking of any non-audit services not prohibited by law to be provided by the external auditors in accordance with this Charter.

iv) The Committee shall monitor and assess the relationship between management and the external auditors and monitor, support and assure the independence and objectivity of the external auditors.

v) The Committee shall review the external auditors' audit plan, including the scope, procedures and timing of the audit.

vi) The Committee shall review the results of the annual audit with the external auditors, including matters related to the conduct of the audit.

vii) The Committee shall obtain timely reports from the external auditors describing critical accounting policies and practices, alternative treatments of information within IFRS that were discussed with management, their ramifications, and the external auditors' preferred treatment and material written communications between the Corporation and the external auditors.

viii) The Committee shall review fees paid by the Corporation to the external auditors and other professionals in respect of audit and non-audit services on an annual basis.

ix) The Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former auditors of the Corporation.

x) The Committee shall monitor and assess the relationship between management and the external auditors and monitor and support the independence and objectivity of the external auditors.

xi) The Committee shall have the authority to engage the external auditors to perform a review of the interim financial statements.

c) Other Responsibilities

The Committee shall perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate.

SCHEDULE "A"

LITHIUM IONIC CORP.
POSITION DESCRIPTION FOR THE CHAIRMAN OF THE AUDIT COMMITTEE

1. PURPOSE

The Chairman of the Audit Committee of the Board shall be an independent director who is elected by the Board to act as the leader of the Committee in assisting the Board in fulfilling its financial reporting and control responsibilities to the shareholders of the Corporation.

2. WHO MAY BE CHAIRMAN

The Chairman will be selected from amongst the independent directors of the Corporation who have a sufficient level of financial sophistication and experience in dealing with financial issues to ensure the leadership and effectiveness of the Committee.
The Chairman will be selected annually at the first meeting of the Board following the annual general meeting of shareholders.

3. RESPONSIBILITIES

The following are the primary responsibilities of the Chairman:

a) chairing all meetings of the Committee in a manner that promotes meaningful discussion;

b) ensuring adherence to the Committee's Charter and that the adequacy of the Committee's Charter is reviewed annually;

c) providing leadership to the Committee to enhance the Committee's effectiveness, including:

   i) providing the information to the Board relative to the Committee's issues and initiatives and reviewing and submitting to the Board an appraisal of the Corporation's independent auditors and internal auditing functions;
   ii) ensuring that the Committee works as a cohesive team with open communication, as well as ensuring open lines of communication among the independent auditors, financial and senior management and the Board of Directors for financial and control matters;
   iii) ensuring that the resources available to the Committee are adequate to support its work and to resolve issues in a timely manner;
   iv) ensuring that the Committee serves as an independent and objective party to monitor the Corporation's financial reporting process and internal control systems, as well as to monitor the relationship between the Corporation and the independent auditors to ensure independence;
   v) ensuring that procedures are in place to assess the audit activities of the independent auditors and the internal audit functions;
   vi) ensuring that procedures are in place to review the Corporation's public disclosure of financial information and assess the adequacy of such procedures periodically, in consultation with any disclosure committee of the Corporation;
   vii) ensuring that clear hiring policies are put in place for partners and employees of the auditors;

d) ensuring that procedures are in place for dealing with complaints received by the Corporation regarding accounting, internal controls and auditing matters, and for employees to submit confidential anonymous concerns, ensuring the establishment of a budget process, which shall include the setting of spending limits and authorizations and periodical reports from the Chief Financial Officer of actual spending as compared to the budget regarding questionable accounting or auditing matters; and

e) managing the Committee, including:

   i) adopting procedures to ensure that the Committee can conduct its work effectively and efficiently, including committee structure and composition, scheduling, and management of meetings;
   ii) preparing the agenda of the Committee meetings and ensuring pre-meeting material is distributed in a timely manner and is appropriate in terms of relevance, efficient format and detail;
   iii) ensuring meetings are appropriate in terms of frequency, length and content;
   iv) obtaining and reviewing with the Committee an annual report from the independent auditors, and arranging meetings with the auditors and financial management to review the scope of the proposed audit for the current year, its staffing and the audit procedures to be used;
   v) overseeing the Committee's participation in the Corporation's accounting and financial reporting process and the audits of its financial statements;
   vi) ensuring that the auditor's report directly to the Committee, as representatives of the Corporation's shareholders; and
   vii) annually reviewing with the Committee its own performance.

SCHEDULE "B"
LITHIUM IONIC CORP.
NATIONAL INSTRUMENT 52-110 AUDIT COMMITTEES ("NI 52-110")

Section 1.4 — Meaning of Independence

(1) An audit committee member is independent if he or she has no direct or indirect material relationship with the issuer.

(2) For the purposes of subsection (1), a "material relationship" is a relationship which could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment.

(3) Despite subsection (2), the following individuals are considered to have a material relationship with an issuer:

- (a) an individual who is, or has been within the last three years, an employee or executive officer of the issuer;
- (b) an individual whose immediate family member is, or has been within the last three years, an executive officer of the issuer;
- (c) an individual who:
  - (i) is a partner of a firm that is the issuer's internal or external auditor,
  - (ii) is an employee of that firm, or
  - (iii) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;
- (d) an individual whose spouse, minor child or stepchild, or child or stepchild who shares a home with the individual:
  - (i) is a partner of a firm that is the issuer's internal or external auditor,
  - (ii) is an employee of that firm and participates in its audit, assurance or tax compliance (but not tax planning) practice, or
  - (iii) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;
- (e) an individual who, or whose immediate family member, is or has been within the last three years, an executive officer of an entity if any of the issuer's current executive officers serves or served at that same time on the entity's compensation committee; and
- (f) an individual who received, or whose immediate family member who is employed as an executive officer of the issuer received, more than $75,000 in direct compensation from the issuer during any 12 month period within the last three years.

(4) Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because

- (a) he or she had a relationship identified in subsection (3) if that relationship ended before March 30, 2004; or

(b) he or she had a relationship identified in subsection (3) by virtue of subsection (8) if that relationship ended before June 30, 2005.

(5) For the purposes of clauses (3)(c) and (3)(d), a partner does not include a fixed income partner whose interest in the firm that is the internal or external auditor is limited to the receipt of fixed amounts of compensation (including deferred compensation) for prior service with that firm if the compensation is not contingent in any way on continued service.

(6) For the purposes of clause (3)(f), direct compensation does not include:

(a) remuneration for acting as a member of the board of directors or of any board committee of the issuer, and

(b) the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.

(7) Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because the individual or his or her immediate family member

(a) has previously acted as an interim chief executive officer of the issuer, or

(b) acts, or has previously acted, as a chair or vice-chair of the board of directors or of any board committee of the issuer on a part-time basis.

(8) For the purpose of section 1.4, an issuer includes a subsidiary entity of the issuer and a parent of the issuer.

Section 1.5 — Additional Independence Requirements for Audit Committee Members

(1) Despite any determination made under section 1.4 of NI 52-110, an individual who

(a) accepts, directly or indirectly, any consulting, advisory or other compensatory fee from the issuer or any subsidiary entity of the issuer, other than as remuneration for acting in his or her capacity as a member of the board of directors or any board committee, or as a part-time chair or vice-chair of the board or any board committee; or

(b) is an affiliated entity of the issuer or any of its subsidiary entities, is considered to have a material relationship with the issuer.

(2) For the purposes of subsection (1), the indirect acceptance by an individual of any consulting, advisory or other compensatory fee includes acceptance of a fee by

(a) an individual's spouse, minor child or stepchild, or a child or stepchild who shares the individual's home; or

(b) an entity in which such individual is a partner, member, an officer such as a managing director occupying a comparable position or executive officer, or occupies a similar position (except limited partners, non-managing members and those occupying similar positions who, in each case, have no active role in providing services to the entity) and which provides accounting, consulting, legal, investment banking or financial advisory services to the issuer or any subsidiary entity of the issuer.

(3) For the purposes of subsection (1), compensatory fees do not include the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.

SCHEDULE "C"
LITHIUM IONIC CORP.
Procedures for Approval of Non-Audit Services

1. The Corporation's external auditors shall be prohibited from performing for the Corporation the following categories of non-audit services:

    (a) bookkeeping or other services related to the Corporation's accounting records or financial statements;
    (b) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
    (c) actuarial services;
    (d) internal audit outsourcing services;
    (e) management functions;
    (f) human resources;
    (g) broker or dealer, investment adviser or investment banking services;
    (h) legal services; and
    (i) any other service that the Canadian Public Accountability Board or International Accounting Standards Board or other analogous board which may govern the Corporation's accounting standards, from time to time determines is impermissible.

2. In the event that the Corporation wishes to retain the services of the Corporation's external auditors for tax compliance, tax advice or tax planning, the Chief Financial Officer of the Corporation shall consult with the Chair of the Committee, who shall have the authority to approve or disapprove on behalf of the Committee, such non-audit services. All other non-audit services shall be approved or disapproved by the Committee as a whole.

3. The Chief Financial Officer of the Corporation shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee no less frequently than on a quarterly basis.

Lithium Ionic Corp.

Consolidated Financial Statements

For the years ended December 31, 2025 and 2024
(Expressed in Canadian Dollars)

Deloitte LLP
Bay Adelaide East
8 Adelaide Street West
Suite 200
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Independent Auditor's Report

To the Shareholders and the Board of Directors of
Lithium Ionic Corp.

Opinion

We have audited the consolidated financial statements of Lithium Ionic Corp. (the "Company"), which comprise the consolidated statement of financial position as at December 31, 2025 and 2024, and the consolidated statements of loss and comprehensive loss, changes in shareholders' equity and cash flows for the years then ended, and notes to the consolidated financial statements, including material accounting policy information (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2025 and 2024, and its financial performance and its cash flows for the years then ended in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board ("IASB").

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards ("Canadian GAAS"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty related to Going Concern

We draw attention to Note 1 in the financial statements, which indicates that the Company has an accumulated deficit of $120,633,477 and the need for equity financing for working capital and exploration and development of its properties. As stated in Note 1, these events or conditions indicate that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Key Audit Matter

A key audit matter is a matter that, in our professional judgment, was of most significance in our audit of the consolidated financial statements for the year ended December 31, 2025. This matter was addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on this matter.

In addition to the matter described in the *Material Uncertainty Related to Going Concern* section, we have determined the matter described below to be the key audit matter to be communicated in our auditor's report.

Regulatory Matters – Refer to Note 23 in the financial statements

Key Audit Matter Description

Subsequent to year end, the Ontario Securities Commission ("OSC") announced enforcement proceedings involving another reporting issuer, certain of its directors and officers, and an individual related to the alleged misconduct surrounding the origin of the Bandeira Lithium Project (the "allegations"). The Company is not a respondent in the OSC proceedings, no allegations have been made against the Company, and no orders or remedies have been sought against it, however certain individuals named in that proceeding have current or former associations with the Company. The Company has not recorded a liability or provision.

We identified the assessment of any potential impacts of the allegations on the account balances and disclosures of the Company as a key audit matter given the importance of the matter to the financial statements and the increased extent of audit effort including the involvement of specialists.

How the Key Audit Matter was Addressed in the Audit

With the assistance of our specialists, our audit procedures related to the assessment of any potential impacts on the account balances and disclosures of the Company included the following, amongst others:

- Evaluated management's assessment of the allegations and assessed the impact on the account balances and disclosures by:
  - Analyzing legal agreements and supporting documents to evaluate that all relevant factors were considered and;
  - Obtaining external legal counsel assessments and evaluating them against management's assessment of the allegations.
- Evaluated the sufficiency of the Company's disclosures relating to the allegations.

Other Information

Management is responsible for the other information. The other information comprises Management's Discussion and Analysis.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon. In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

We obtained Management's Discussion and Analysis prior to the date of this auditor's report. If, based on the work we have performed on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact in this auditor's report. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards as issued by the IASB, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor’s report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditor’s report is Paul Gortnar.

/s/ Deloitte LLP

Chartered Professional Accountants
Licensed Public Accountants
June 5, 2026

Lithium Ionic Corp.

Consolidated Statements of Financial Position

(Expressed in Canadian dollars)

As at:	Note	**December 31, 2025**	December 31, 2024
ASSETS			
Current			
Cash and cash equivalents	6	**$ 17,521,608**	$ 23,756,282
Amounts receivable		**435,263**	574,742
Prepaid expenses		**696,943**	489,108
Total current assets		**18,653,814**	24,820,132
Long-term			
Project development costs	7	**32,627,790**	7,083,245
Property and equipment	8	**608,380**	770,806
Total assets		**$ 51,889,984**	$ 32,674,183
LIABILITIES			
Current liabilities			
Accounts payable and accrued liabilities	18	**$ 4,101,642**	$ 5,635,904
Short-term lease liabilities	9	**114,039**	158,423
Total current liabilities		**4,215,681**	5,794,327
Long-term lease liabilities	9	**29,371**	52,592
Royalty-based obligations	11	**28,483,333**	29,883,715
Total liabilities		**32,728,385**	35,730,634
SHAREHOLDERS' EQUITY			
Common shares	14	**122,546,841**	101,757,300
Warrant reserve	15	**5,903,582**	4,841,022
Stock-based compensation reserve	16	**11,485,536**	9,956,439
Accumulated other comprehensive loss		**(140,883)**	6,192
Accumulated deficit		**(120,633,477)**	(119,617,404)
Total shareholders' equity		**19,161,599**	(3,056,451)
Total liabilities and shareholders' equity		**$ 51,889,984**	$ 32,674,183

Nature of operations and going concern	1
Commitments and contingencies	21
Subsequent events	23

Approved on behalf of the Board of Directors:

Signed: *Blake Hylands*, Director
Signed: *David D'Onofrio*, Director

The accompanying notes are an integral part of these consolidated financial statements.

Lithium Ionic Corp.

Consolidated Statements of Loss and Comprehensive Loss

(Expressed in Canadian dollars)

	Note	Years ended December 31, **2025**	2024
Expenses			
Exploration and evaluation expenses	5,12,13	**$ 1,505,669**	$ 18,345,531
Consulting and management fees	19	**5,660,387**	5,398,620
Shareholder communications		**752,572**	918,908
Professional fees		**1,326,210**	2,257,198
Office and general		**1,249,318**	966,568
Depreciation	7, 8	**149,516**	357,167
Share-based compensation	16	**830,617**	612,300
Loss for the year before other items		**$ (11,474,289)**	$ (28,856,292)
Other items			
Interest income		**286,935**	341,332
Interest and financing fees	5, 10	**(201,936)**	(106,960)
Gain on remeasurement of royalty-based obligations	11	**6,835,212**	-
Lease accretion expense	7, 9	**(7,796)**	(27,515)
Gain on sale of asset	8	**-**	9,291
Foreign exchange gain (loss)		**649,552**	(551,834)
Net loss for the year		**$ (3,912,322)**	(29,191,978)
Items that may be subsequently reclassified to net income (loss):			
Foreign currency translation adjustment of subsidiary		(147,075)	6,192
Net comprehensive loss for the year		**$ (4,059,397)**	$ (29,185,786)
Basic loss per share		**$ (0.02)**	$ (0.19)
Diluted loss per share		**$ (0.02)**	$ (0.19)
Weighted average number of common shares outstanding			
Basic		**166,558,679**	149,762,549
Diluted		**166,558,679**	149,762,549

The accompanying notes are an integral part of these consolidated financial statements.

Lithium Ionic Corp.

Consolidated Statements of Changes in Shareholders' Equity

(Expressed in Canadian dollars)

	Number of Shares	Common Shares	Number of warrants	Warrant Reserve	Number of options and RSUs	Stock-based compensation reserve	Other comprehensive income/(loss)	Deficit	Shareholders' equity
Balance, December 31, 2023	**138,185,554**	**$ 86,507,486**	**3,384,906**	**$ 3,302,389**	**13,782,000**	**$ 9,585,689**	**$ -**	**$ (91,216,908)**	**$ 8,178,656**
Private placement unit financing	17,769,778	15,992,800	-	-	-	-	-	-	15,992,800
Value of warrants on unit financing	-	(2,007,994)	8,884,888	2,007,994	-	-	-	-	-
Share issue costs	-	(741,099)	-	-	-	-	-	-	(741,099)
Finders warrants on unit financing	-	(112,766)	590,527	112,766	-	-	-	-	-
Shares issued for property acquisition	2,500,000	2,000,000	-	-	-	-	-	-	2,000,000
Exercise of warrants	123,826	118,873	(123,826)	(32,195)	-	-	-	-	86,678
Expiry of warrants	-	-	(939,642)	(549,932)	-	-	-	549,932	-
Share-based compensation - stock options	-	-	-	-	1,570,000	612,300	-	-	612,300
Expiry of options	-	-	-	-	(225,000)	(241,550)	-	241,550	-
Loss for the year	-	-	-	-	-	-	-	(29,191,978)	(29,191,978)
Other comprehensive income for the year	-	-	-	-	-	-	6,192	-	6,192
Balance, December 31, 2024	**158,579,158**	**$ 101,757,300**	**11,796,853**	**$ 4,841,022**	**15,127,000**	**$ 9,956,439**	**$ 6,192**	**$ (119,617,404)**	**$ (3,056,451)**
Private placement unit financing	26,090,130	18,263,091	-	-	-	-	-	-	18,263,091
Value of warrants on unit financing	-	(4,201,081)	26,090,130	4,201,081	-	-	-	-	-
Share issue costs	-	(618,764)	-	-	-	-	-	-	(618,764)
Shares issued for service contract	7,430,305	5,978,423	-	-	-	-	-	-	5,978,423
RSUs issued in settlement of payable	-	-	-	-	917,768	698,480	-	-	698,480
RSUs issued for service contract	-	-	-	-	933,277	830,617	-	-	830,617
Exercise of warrants	1,072,000	1,367,872	(1,072,000)	(242,272)	-	-			1,125,600
Expiry of warrants	-	-	(9,224,853)	(2,896,249)	-	-	-	2,896,249	-
Loss for the year	-	-	-	-	-	-	-	(3,912,322)	(3,912,322)
Other comprehensive loss for the year	-	-	-	-	-	-	(147,075)	-	(147,075)
Balance, December 31, 2025	**193,171,593**	**$ 122,546,841**	**27,590,130**	**$ 5,903,582**	**16,978,045**	**$ 11,485,536**	**$ (140,883)**	**$ (120,633,477)**	**$ 19,161,599**

The accompanying notes are an integral part of these consolidated financial statements.

Lithium Ionic Corp.

Consolidated Statements of Cash Flows

(Expressed in Canadian dollars)

	Note	Years ended December 31, 2025	2024
Cash (used in)/provided by:			
Operating activities			
Loss for the year		**(3,912,322)**	$ (29,191,978)
Items not involving cash:			
Depreciation	7, 8	**149,516**	357,167
Gain on sale of asset	8	**-**	(9,291)
Lease accretion expense	9	**7,796**	27,515
Property acquisition costs	5	**-**	6,115,175
Share-based compensation	16	**830,617**	612,300
Gain on remeasurement of royalty-based obligations	11	**(6,835,212)**	-
Foreign exchange		**(421,568)**	147,787
Changes in non cash working capital			
Amounts receivable		**139,479**	(238,587)
Prepaid expenses		**(207,835)**	22,571
Accounts payable and accrued liabilities		**(807,639)**	1,109,410
Net cash used in operating activities		**(11,057,168)**	(21,047,931)
Investing activities			
Cash acquired from disposal of asset	8	**-**	23,852
Capitalized project development costs	7	**(12,801,287)**	(4,324,245)
Property acquisition costs	5	**-**	(4,115,175)
Purchase of equipment	8	**(26,994)**	(46,317)
Net cash used in investing activities		**(12,828,281)**	(8,461,885)
Financing activities			
Proceeds from private placement	14	**18,263,091**	15,992,800
Cost of issue	14	**(618,764)**	(741,099)
Proceeds from royalty arrangement	11	**-**	27,454,000
Transaction costs on royalty arrangement	11	**-**	(1,478,899)
Warrants exercised	14,15	**1,125,600**	86,678
Proceeds from short-term promissory note	10	**-**	600,000
Repayment of short-term promissory note	10	**-**	(600,000)
Payments on lease liability	9	**(250,240)**	(286,536)
Net cash provided by financing activities		**18,519,687**	41,026,944
Effect of exchange rate changes on cash held in foreign currency		**(868,912)**	1,071,351
Change in cash and cash equivalents		**(6,234,674)**	12,588,479
Cash and cash equivalents, beginning of the year		**23,756,282**	11,167,803
Cash and cash equivalents, end of the year		**17,521,608**	$ 23,756,282
SUPPLEMENTAL INFORMATION			
Value of common shares issued		**5,978,423**	2,000,000
Value of broker warrants issued		-	112,766
Equipment acquired through leases	8, 9	**214,575**	15,932
Capitalized depreciation and accretion	7	**174,947**	111,312
Capitalized accretion on royalty obligation	7, 11	**6,715,566**	2,647,688

The accompanying notes are an integral part of these consolidated financial statements.

1. NATURE OF OPERATIONS AND GOING CONCERN

Lithium Ionic Corp. (the "Company", or "Lithium Ionic") was incorporated on December 21, 2020 under the *Business Corporations Act (Ontario)*. The Company commenced trading as a Tier 2 Mining Issuer on the TSX Venture Exchange ("TSXV") on May 24, 2022 under the new trading symbol "LTH".

The Company is currently engaged in the acquisition, exploration, and development of mineral properties in Brazil. The head office and principal address of the Company is 36 Lombard Street, Toronto, Ontario, M5C 2X3.

The Company controls the following subsidiaries:

- A 100% interest in Lithium Ionic Holdings Corp. (formerly Lithium Ionic Inc.), a company incorporated on July 5, 2021 as a Province of Ontario registered corporation pursuant to the *Business Corporations Act (Ontario)*.
- Lithium Ionic Holdings Corp. owns 100% of MGLIT Empreendimentos Ltda. ("MGLIT"), a company incorporated on October 29, 2018 under Brazilian corporate law.
- A 100% interest in Neolit Minerals Participações Ltda. ("Neolit"), a Brazilian company (Note 5), acquired through Lithium Ionic Holdings Corp. Neolit owns a 100% interest in Salit Mineracao Ltda.
- A 100% interest in Lithium Ionic Bandeira Corp., a company incorporated on June 14, 2024 in the Cayman Islands.
- Through MGLIT, the Company owns a 10% ownership interest in Valitar Participações S.A.("Valitar") holding preferred shares that pass on the economic rights of Valitar to MGLIT. Valitar was incorporated in Brazil for the purpose of acquiring surface rights on claims owned by the Company that the Company expects could result in mineral production. The Company determined that it controls Valitar and as a result includes Valitar in its consolidated financial statements.

The business of exploring for minerals involves a high degree of risk and there can be no assurance that the current exploration programs will result in profitable operations.

The recoverability of exploration and evaluation expenditures is dependent upon the establishment of a sufficient quantity of economically recoverable reserves, the ability of the Company to obtain necessary financing to complete the development and upon future profitable production or proceeds from the disposition of these assets.

Although the Company has taken steps to verify title to the properties on which it is conducting its exploration activities, these procedures do not guarantee the Company's title. Property title may be subject to government licensing requirements or regulations, social licensing requirements, unregistered prior agreements, unregistered claims and non-compliance with regulatory and environmental requirements. The Company's assets may also be subject to increases in taxes and royalties, renegotiation of contracts, currency exchange fluctuations and restrictions, and political uncertainty.

At December 31, 2025, the Company had current assets of $18,653,814 and current liabilities of $4,215,681 (December 31, 2024 - $24,820,132 and $5,794,327 respectively) and an accumulated deficit of $120,633,477 (December 31, 2024 - $119,617,404). As the Company does not yet have any revenue-generating operations, it is dependent on future financing for working capital and exploration and development of its properties. Because of continuing operating losses, the Company's continuance as a going concern is dependent upon its ability to obtain adequate financing and to reach profitable levels of operation. It is not possible to predict whether financing efforts will be successful or if the Company will attain profitable levels of operation. As such, there is material uncertainty that casts significant doubt on the Company's ability to continue as a going concern.

1. NATURE OF OPERATIONS AND GOING CONCERN (Continued)

These consolidated financial statements have been prepared using accounting policies applicable to a going concern, which contemplates the realization of assets and settlement of liabilities in the normal course of operations. Accordingly, they do not give effect to adjustments that would be necessary should the Company be unable to continue as a going concern and therefore be required to realize its assets and liquidate its liabilities and commitments in other than the normal course of business and at amounts different from those in the accompanying financial statements. Such adjustments could be material.

2. BASIS OF PRESENTATION

Statement of compliance

These consolidated financial statements have been prepared in accordance with the IFRS Accounting Standards as issued by the International Accounting Standards Board (“IASB”). The policies set out were consistently applied to the periods presented unless otherwise noted below.

Basis of presentation

These consolidated financial statements have been prepared using the accrual basis of accounting, except for cash flow information, and have been prepared using the historical cost basis. Furthermore, these consolidated financial statements are presented in Canadian dollars, which is the functional currency of the Company. The functional currency of the Company’s Brazilian subsidiaries is also the Canadian dollar. The functional currency of Lithium Ionic Bandeira Corp. is the United States dollar. All values are rounded to the nearest dollar. References to R$ refer to the Brazilian Real.

These consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated on consolidation.

Approval of the consolidated financial statements

These consolidated financial statements of the Company for the year ended December 31, 2025 were reviewed, approved and authorized for issue by the Board of Directors of the Company on June 5, 2026.

3. MATERIAL ACCOUNTING POLICIES

Basis of consolidation

Subsidiaries are consolidated from the date of acquisition, being the date on which the Company obtains control, and continue to be consolidated until the date that such control ceases. Control is achieved when an investor has power over an investee to direct its activities, exposure to variable returns from an investee, and the ability to use the power to affect the investor's returns.

Cash and cash equivalents

Cash and cash equivalents consist of highly liquid investments, such as guaranteed investment certificates (“GICs”) and deposit accounts with chartered banks, trust accounts held with lawyers, cashable within three months of the date of original issue and for which are subject to insignificant risk of changes in value.

Short-term investments

GICs with maturities over 90 days that are not redeemable are presented separately from cash and cash equivalents as short-term investments.

3. MATERIAL ACCOUNTING POLICIES (Continued)

Business Combinations and Asset Acquisitions

Should the Company make an acquisition, it first determines whether the assets acquired and liabilities assumed constitute a business, in which case the acquisition requires accounting as a business combination. Management applies judgement in determining whether the acquiree is capable of being conducted and managed for the purpose of providing a return, considering the inputs of the acquiree and processes applied to those inputs that have the ability to create outputs.

If the Company determines the acquisition is not a business combination but an acquisition of an asset or group of assets, the Company identifies and recognizes the individual identifiable assets acquired and liabilities assumed. The cost of the group is allocated to the individual identifiable assets and liabilities on the basis of their relative fair values at the date of purchase. Such a transaction does not give rise to goodwill.

Financial Assets and Liabilities

Financial Assets

Initial recognition and measurement

Non-derivative financial assets within the scope of IFRS 9 are classified and measured as “financial assets at fair value”, as either fair value through profit or loss (“FVPL”) or fair value through other comprehensive income (“FVOCI”), and “financial assets at amortized costs”, as appropriate. The Company determines the classification of financial assets at the time of initial recognition based on the Company’s business model and the contractual terms of the cash flows.

All financial assets are recognized initially at fair value plus, in the case of financial assets not at FVPL, directly attributable transaction costs on the trade date at which the Company becomes a party to the contractual provisions of the instrument.

Subsequent measurement - financial assets at amortized cost

After initial recognition, financial assets measured at amortized cost are subsequently measured at the end of each reporting period at amortized cost using the Effective Interest Rate (“EIR”) method. Amortized cost is calculated by taking into account any discount or premium on acquisition and any fees or costs that are an integral part of the EIR. The EIR amortization is included in the statements of loss. The Company’s cash and cash equivalents and amounts receivable are recorded at amortized cost.

Subsequent measurement - financial assets at FVPL

Financial assets measured at FVPL include financial assets management intends to sell in the short term and any derivative financial instrument that is not designated as a hedging instrument in a hedge relationship. Financial assets measured at FVPL are carried at fair value in the statements of financial position with changes in fair value recognized in other income or expense in the statements of earnings (loss). The Company does not measure any financial assets at FVPL.

Subsequent measurement - financial assets at FVOCI

Financial assets measured at FVOCI are non-derivative financial assets that are not held for trading and the Company has made an irrevocable election at the time of initial recognition to measure the assets at FVOCI. The Company does not measure any financial assets at FVOCI.

3. MATERIAL ACCOUNTING POLICIES (Continued)

Derecognition

A financial asset is derecognized when the contractual rights to the cash flows from the asset expire, or the Company no longer retains substantially all the risks and rewards of ownership.

Impairment of financial assets

The Company's only financial assets subject to impairment are amounts receivable, which are measured at amortized cost. The Company has elected to apply the simplified approach to impairment as permitted by IFRS 9 *Financial Instruments*, which requires the expected lifetime loss to be recognized at the time of initial recognition of the receivable. To measure estimated credit losses, amounts receivable have been grouped based on shared credit risk characteristics, including the number of days past due. An impairment loss is reversed in subsequent periods if the amount of the expected loss decreases, and the decrease can be objectively related to an event occurring after the initial impairment was recognized.

Financial Liabilities

Initial recognition and measurement

Financial liabilities are measured at amortized cost, unless they are required to be measured at FVPL as is the case for held for trading or derivative instruments, or the Company has elected to measure the financial liability at FVPL. The Company's financial liabilities include accounts payable and accrued liabilities, royalty-based obligations and long-term loans payable, which are each measured at amortized cost. All financial liabilities are recognized initially at fair value and in the case of long-term loans payable, net of directly attributable transaction costs.

Subsequent measurement – financial liabilities at amortized cost

After initial recognition, financial liabilities measured at amortized cost are subsequently measured at the end of each reporting period at amortized cost using the EIR method. Amortized cost is calculated by taking into account any discount or premium on acquisition and any fees or costs that are an integral part of the EIR. The EIR amortization is included in the statements of loss.

Derecognition

A financial liability is derecognized when the obligation under the liability is discharged, cancelled or expires with any associated gain or loss recognized in other income or expense in the statements of loss.

Royalty Obligation

The Company concluded that the royalty to Appian Capital Advisory LLP ("Appian") is a financial liability (Note 11). The financial liability is recorded at fair value at inception and subsequently accounted for at amortized cost using the effective interest rate method. In order to calculate the effective interest rate, the Company forecasted expected timing and amount of cash flows based on management's best estimate. Subsequent revisions to the estimated timing and amounts will be recorded in profit or loss, with the effective interest rate kept constant. The Company capitalized transaction costs related to the financial liability.

The Company also determined that the buy-back option is an embedded derivative that should be bifurcated from the host debt contract, and subsequently this derivative will be accounted for at fair value through profit or loss.

3. MATERIAL ACCOUNTING POLICIES (Continued)

Exploration and evaluation expenditures

The Company expenses all exploration and evaluation expenditures as incurred. Exploration and evaluation expenditures include acquisition costs of mineral property rights, property option payments and exploration and evaluation activities.

Once a project has been established as commercially viable, technically feasible and the decision to proceed with development has been approved by the Board of Directors, related development expenditures are capitalized. This includes costs incurred in preparing the site for mining operations. Capitalization ceases when the mine is capable of commercial production.

Equipment

Equipment is measured at cost less accumulated depreciation and accumulated impairment charges. The cost of equipment comprises its purchase price, any costs directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management and the estimated decommissioning and restoration costs associated with the asset.

On initial acquisition, equipment is measured at cost. In subsequent periods, equipment is stated at cost less accumulated depreciation and any impairment charges. Depreciation is provided so as to write off the costs, less estimated residual values of equipment using the straight-line method over their remaining useful lives, or the remaining life of the mine if shorter:

Office furniture	10 years
Computer and office equipment	2 – 10 years
Field and lab equipment	2 – 10 years
Vehicles	10 years
Right-of-use assets	lesser of useful life or term of lease

Leases and right-of-use assets

IFRS 16 *Leases* provides a single lessee accounting model and requires the lessee to recognize assets and liabilities for all leases on its statement of financial position. All leases are accounted for by recognising a right-of-use asset and a lease liability except for leases of low value assets and leases with a duration of twelve months or less.

Lease liabilities are measured at the present value of the contractual payments due to the lessor over the lease term, with the discount rate determined by the incremental borrowing rate on commencement of the lease. On initial recognition, the carrying value of the lease liability also includes amounts expected to be payable under any residual value guarantee; the carrying value of the lease for renewal options that are reasonably certain to be exercised; the exercise price of any purchase option granted if it is reasonably certain to assess that option; and any penalties payable for terminating the lease, if the term of the lease has been estimated on the basis of the termination option being exercised.

Right-of-use assets are initially measured at the amount of the lease liability, reduced for any lease incentives received, and increased for lease payments made at or before commencement of the lease; initial direct costs incurred; and the amount of any provision recognised where the Company is contractually required to dismantle, remove or restore the leased asset.

3. MATERIAL ACCOUNTING POLICIES (Continued)

Lease liabilities increase as a result of interest charged at a constant rate on the balance outstanding and are reduced for lease payments made. Right-of-use assets are amortized on a straight-line basis over the remaining term of the lease or over the remaining economic life of the asset if this is judged to be shorter than the lease term.

If the Company revises its estimate of the term of any lease resulting from a change in circumstance, it adjusts the carrying amount of the lease liability to reflect the payments to make over the revised term, which are discounted at the same discount rate that applied on lease commencement.

Common shares

Common shares are classified as equity. Transaction costs directly attributable to the issue of common shares, warrants and share options are recognized as a deduction from equity, net of any tax effects.

Foreign currency translation

An entity's functional currency is the currency of the primary economic environment in which it operates. Where there is a change in events or conditions used in the initial determination of the functional currency, management reconsiders its determination.

Transactions in currencies other than the functional currency are recorded at the rates of exchange prevailing on the dates of the transactions. At each reporting date, monetary assets and liabilities that are denominated in foreign currencies are translated at the rates prevailing at the date of the statement of financial position. Exchange differences are recognized in operations in the period in which they arise.

As the functional currency of Lithium Ionic Bandeira Corp. is the United States dollar and the presentation currency of these consolidated financial statements is the Canadian dollar, the assets and liabilities of Lithium Ionic Bandeira Corp. are translated at the period's closing rate, income and expenses are translated at average rates and the resulting exchange differences are recognized in other comprehensive loss.

Share-based payments

Equity-settled share-based payments to employees and others providing similar services are measured at the fair value of the equity instruments at the grant date.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a graded vesting basis over the period during which the employee becomes unconditionally entitled to equity instruments, based on the Company's estimate of equity instruments that will eventually vest. At the end of each reporting period, the Company revises its estimate of the number of equity instruments expected to vest. The impact of the revision of the original estimates, if any, is recognized in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the equity reserve.

Equity-settled share-based payment transactions with parties other than employees are measured at the fair value of the goods or services received, except where that fair value cannot be estimated reliably, in which case they are measured at the fair value of the equity instruments granted, measured at the date the entity obtains the goods or the counterparty renders the service.

For those options and warrants that expire after vesting, the recorded value is transferred to deficit.

3. MATERIAL ACCOUNTING POLICIES (Continued)

Income taxes

Any income tax on profit or loss for the period presented comprises current and deferred tax. Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity or other comprehensive income/loss, in which case the income tax is recognized in equity or other comprehensive income/loss.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted, or substantively enacted, at the end of the reporting period, and any adjustment to tax payable in respect of previous years. Current tax assets and current tax liabilities are only offset if a legally enforceable right exists to set off the amounts, and the Company intends to settle on a net basis, or to realize the asset and settle the liability simultaneously. Deferred tax is provided for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Temporary differences are not provided for the initial recognition of assets or liabilities that affect neither accounting nor taxable profit. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, on a non-discounted basis using tax rates at the end of the reporting period applicable to the period of expected realization. A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized.

Loss per share

The Company presents basic and diluted loss per share data for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. The diluted loss per share calculation assumes that any proceeds from the exercise of dilutive stock options and warrants would be used to repurchase common shares at the average market price during the period, with the incremental number of shares being included in the denominator of the diluted loss per share calculation. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive. All the Company’s outstanding warrants were anti-dilutive for the years ended December 31, 2025 and 2024.

Provisions

(a) General

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. Where the Company expects some or all of a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognized as a separate asset, but only when the reimbursement is virtually certain. The expense relating to any provision is presented in the consolidated statement of loss net of any reimbursement. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects where appropriate, the risks specific to the liability. Where discounting is used, the increase in the provision due to the passage of time is recognized as finance expense in the consolidated statement of loss.

(b) Rehabilitation provisions

The Company records the present value of estimated costs of legal and constructive obligations required to restore operating locations in the period in which the obligation is incurred. The nature of these restoration activities includes dismantling and removing structures, rehabilitating mines and tailings dams, dismantling operating facilities, closure of plant and waste sites, and restoration, reclamation and re-vegetation of affected areas.

3. MATERIAL ACCOUNTING POLICIES (Continued)

The obligation generally arises when the asset is installed, or the ground / environment is disturbed at the production location. When the liability is initially recognized, the present value of the estimated cost is capitalized by increasing the carrying amount of the related mining assets to the extent that it was incurred prior to the production of related ore. Over time, the discounted liability is increased for the change in present value based on the discount rates that reflect current market assessments and the risks specific to the liability. The periodic unwinding of the discount is recognized in operations as a finance cost. Additional disturbances or changes in rehabilitation costs will be recognized as additions or charges to the corresponding assets and rehabilitation liability when they occur. For closed sites, changes to estimated costs are recognized immediately in loss.

The Company does not currently have any such significant legal or constructive obligations and therefore, no rehabilitation provision has been recorded as at December 31, 2025 and 2024.

New and future accounting changes

Certain new standards, interpretations, amendments and improvements to existing standards were issued by the IASB that are mandatory for accounting periods commencing on or after January 1, 2026. The Company adopted such changes without any material impact to the consolidated financial statements. Updates that are not applicable or are not consequential to the Company have been excluded thereof.

IFRS 9 and IFRS 7 - In May 2024, the IASB issued amendments to IFRS 9 and IFRS 7 *Financial Instruments – Disclosures*. The amendments clarify the derecognition of financial liabilities and introduces an accounting policy option to derecognize financial liabilities that are settled through an electronic payment system. The amendments also clarify how to assess the contractual cash flow characteristics of financial assets that include environmental, social and governance (ESG)-linked features and other similar contingent features and the treatment of non-recourse assets and contractually linked instruments (CLIs). Further, the amendments mandate additional disclosures in IFRS 7 for financial instruments with contingent features and equity instruments classified at FVOCI. The amendments are effective for annual periods starting on or after January 1, 2026. Retrospective application is required and early adoption is permitted. The Company is assessing the impacts of the adoption of this standard on the financial statements.

IFRS 18 - In April 2024, the IASB issued IFRS 18 *Presentation and Disclosure in Financial Statements* to improve reporting of financial performance. The new standard replaces IAS 1 *Presentation of Financial Statements*. IFRS 18 introduces new categories and required subtotals in the statement of profit and loss and also requires disclosure of management-defined performance measures. It also includes new requirements for the location, aggregation and disaggregation of financial information. The standard is effective for annual reporting periods beginning on or after January 1, 2027, including interim financial statements. Retrospective application is required and early adoption is permitted. The Company is assessing the impacts of the adoption of this standard on the financial statements.

4. CRITICAL JUDGMENTS AND ESTIMATION UNCERTAINTIES

The preparation of financial statements in conformity with IFRS requires the Company's management to make judgments, estimates and assumptions about future events that affect the amounts reported in the financial statements and related notes to the financial statements. Although these estimates are based on management's best knowledge of the amount, event or actions, actual results may differ from those estimates.

The areas which require management to make significant judgments, estimates and assumptions in determining carrying values include, but are not limited to:

Share-based payments and warrants

Management determines costs for share-based payments and warrants issued in financing transactions using market-based valuation techniques. The fair value of the market-based share awards is determined at the date of grant using generally accepted valuation techniques. Assumptions are made and judgment used in applying valuation techniques. These assumptions and judgments include estimating the future volatility of the stock price, expected dividend yield, future employee turnover rates and future employee stock option exercise behaviors and corporate performance. Such judgments and assumptions are inherently uncertain. Changes in these assumptions affect the fair value estimates.

Transition from the exploration stage to the development stage

Judgment is required in determining when an exploration and evaluation project has been established as commercially viable and technically feasible such that it transitions from the exploration and evaluation stage, where the Company expenses costs as incurred, to the development stage, where costs are capitalized. With respect to the Bandeira project, the Company considered a) the completion of the feasibility study and b) the royalty agreement with Appian (Note 11) where use of proceeds is restricted to funding the initial development of the project, and concluded technical feasibility and commercial viability was achieved. As such, effective July 2024, the Company commenced capitalizing development costs related to the Bandeira project.

Impairment of non-financial assets

Significant judgments, estimates and assumptions are required to determine whether any indication of impairment exists. Management uses the projected cash flows over the life of mine with key assumptions that include, but are not limited to, mineral reserves and mineral resources, expected operating costs, commodity prices, expected capital expenditures and discount rates that reflect specific risks relating to the relevant assets. These assumptions are susceptible to risks and uncertainties and may change the Company's projection and, therefore, may affect the recoverable value of assets.

Classification of royalty as a royalty-based obligation

Significant judgment is required in determining the appropriate accounting treatment for the Appian royalty arrangement (Note 11). Judgement was required to assess whether the arrangement is a financial liability or a sale of a mineral interest. After analyzing the terms of the royalty agreement with Appian, management has determined that the royalty should be classified as a financial liability as a) the royalty obligations are secured by charges and share pledges over substantially all current and future assets relating to the project, b) a termination amount is payable in the event of default and c) the arrangement includes a buy-back option. Estimates on expected timing and amount of cash flows are used to determine the value of the liability. These are based on technical information from the Feasibility Study. Judgement is also used to value the embedded derivative.

4. CRITICAL JUDGMENTS AND ESTIMATION UNCERTAINTIES (Continued)

Income, value added, withholding and other taxes

The Company is subject to income, value added, withholding and other taxes. Significant judgment is required in determining the Company's provisions for taxes. There are many transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. The Company recognizes liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. The determination of the Company's income, value added, withholding and other tax liabilities requires interpretation of complex laws and regulations. The Company's interpretation of taxation law as applied to transactions and activities may not coincide with the interpretation of the tax authorities. All tax related filings are subject to government audit and potential reassessment subsequent to the financial statement reporting period. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the tax related accruals and deferred income tax provisions in the period in which such determination is made.

Contingencies

Refer to Note 21.

5. ACQUISITION OF NEOLIT MINERALS PARTICIPACOES LTDA

In March 2023, the Company acquired a 100% interest in Neolit Minerals Participações Ltda. ("Neolit"). The founder and CEO of Neolit, Dr. André Guimarães, joined the Company as VP Business Development. Pursuant to the purchase agreement, the Company paid a cash payment of US$2,031,005 ($2,804,208) on closing, as well as a cash payment of US$2,570,767 ($3,549,458) to settle all existing liabilities of Neolit on closing. As well, the Company issued 4,000,000 common shares of the Company and 1,500,000 common share purchase warrants. These warrants are exercisable at a price of $2.25 for a period of three years and only vest if the Company establishes an independent National Instrument ("NI") 43-101 compliant mineral resource estimate on the Salinas Project of at least 20 million tonnes with an average grade greater than 1.3% Li_2O. A final cash payment of US$1,500,000 ($2,158,350) was due September 10, 2024. This amount is outstanding, accrues interest at prime plus 5% and continues to be recorded in accounts payable and accrued liabilities on the consolidated statements of financial position as at December 31, 2025.

Neolit earned into an 85% interest in certain Salinas properties since the initial acquisition. In June 2024, Neolit completed the acquisition of the remaining 15% interest for consideration of:

- a cash payment of US$2,000,000 ($2,736,200)
- the issuance of 2,500,000 common shares of the Company, which were valued at $2,000,000, being the fair market value of the Company's shares on the date of acquisition
- a future cash payment of US$1,000,000 ($1,378,975) which was accrued in 2024, was paid in April 2025.

In line with the original Neolit acquisition costs, which were accounted for as an asset acquisition and expensed in accordance with the Company's accounting policy, a total of $6,115,175 was expensed to exploration and evaluation expenses on the statements of loss and comprehensive loss for the year ended December 31, 2024.

Expressed in Canadian Dollars

6. CASH AND CASH EQUIVALENTS

	December 31, 2025	December 31, 2024
Cash	$ 17,521,608	$ 5,018,118
Term deposit, bearing an interest rate of 4.1%, maturing February 24, 2025	-	4,349,164
Term deposit, bearing an interest rate of 4.4%, maturing January 24, 2025	-	14,389,000
Cash and cash equivalents	**17,521,608**	**23,756,282**

The Company had deposited funds in higher interest-bearing accounts as term deposits. Interest accrued at December 31, 2024 totalling $123,030 was recorded as amounts receivable.

7. PROJECT DEVELOPMENT COSTS

In July 2024, after closing its royalty agreement with Appian, which required that the Company spend the proceeds specifically on the initial development of the Bandeira project, and considering the results of the definitive feasibility study, the Company determined that it was appropriate to begin capitalizing costs related to the development of the Bandeira project. Depreciation on project development costs has not been recorded as the assets are not in use.

The Company issued 7.4 million shares valued at $6 million to RTEK in October 2025 as a consideration for the successful completion of the Company's NI 43-101 feasibility study announced on September 17, 2025 as well as targeted CAPEX reduction of US$75.2 million from the Company's May 2024 feasibility study.

The Company continues to expense exploration and evaluation costs related to its other properties.

	Development costs	Shares issued	Depreciation allocation	Amortization of leases	Accretion of royalty obligation	Foreign exchange	TOTAL
As at December 31, 2023	$ -		$ -	$ -	$ -	$ -	$ -
Additions	4,324,245	-	104,268	7,044	2,647,688	-	7,083,245
As at December 31, 2024	$ 4,324,245		$ 104,268	$ 7,044	$ 2,647,688	$ -	$ 7,083,245
Additions	12,801,287	5,978,423	154,765	20,182	6,715,566	(125,678)	25,544,545
As at December 31, 2025	**$ 17,125,532**	**$ 5,978,423**	**$ 259,033**	**$ 27,226**	**$ 9,363,254**	**$ (125,678)**	**$ 32,627,790**

Expressed in Canadian Dollars

8. PROPERTY AND EQUIPMENT

The following table sets out the changes to the carrying value of property and equipment:

	Computers, furniture & equipment	Field and lab equipment	Vehicles	Software	Land	Right-of-Use assets	Total
Cost							
As at December 31, 2023	$ 209,901	$ 21,006	$ 203,900	$ 230,655	$ 271,369	$ 596,902	$ 1,533,733
Additions	34,786	11,996	-	-	-	15,467	62,249
Disposal	-	-	(36,402)	(209,579)	-	-	(245,981)
As at December 31, 2024	$ 244,687	$ 33,002	$ 167,498	$ 21,076	$ 271,369	$ 612,369	$ 1,350,001
Additions	25,809	1,684	-	-	-	214,076	241,569
Disposal	-	-	-	-	-	(291,296)	(291,296)
As at December 31, 2025	**$ 270,496**	**$ 34,686**	**$ 167,498**	**$ 21,076**	**$ 271,369**	**$ 535,149**	**$ 1,300,274**
Accumulated Depreciation							
As at December 31, 2023	$ (18,845)	$ (1,685)	$ (60,234)	$ (91,826)	$ -	$ (176,590)	$ (349,180)
Depreciation	(30,805)	(2,729)	(38,960)	(138,829)	-	(250,112)	(461,435)
Disposal	-	-	21,841	209,579	-	-	231,420
As at December 31, 2024	$ (49,650)	$ (4,414)	$ (77,353)	$ (21,076)	$ -	$ (426,702)	$ (579,195)
Depreciation	(34,454)	(3,334)	(33,500)	-	-	(232,993)	(304,281)
Disposal	-	-	-	-	-	191,582	191,582
As at December 31, 2025	**$ (84,104)**	**$ (7,748)**	**$ (110,853)**	**$ (21,076)**	**$ -**	**$ (468,113)**	**$ (691,894)**
Net book value as at December 31, 2024	$ 195,037	$ 28,588	$ 90,145	$ -	$ 271,369	$ 185,667	$ 770,806
Net book value as at December 31, 2025	**$ 186,392**	**$ 26,938**	**$ 56,645**	**$ -**	**$ 271,369**	**$ 67,036**	**$ 608,380**

Disposals during the year ended December 31, 2025 included right-of-use leases for dormitories and a site office in Brazil. The original lease periods expired and the Company extended the terms of these leases for an additional two years. As a result, the original right-of-use assets were derecognized and new right-of-use assets were recorded. As well, right-of-use leases were extinguished earlier than the originally estimated term. The Company also entered into a right-of-use lease for a corporate office in Canada for a two-year term during the year ended December 31, 2025.

The Company disposed of a vehicle during the year ended December 31, 2024 resulting in a gain on sale of asset of $9,291.

9. LEASE LIABILITY

The following table sets out the changes to the carrying value of lease liabilities:

As at	December 31, 2025	December 31, 2024
Opening balance:	$ 211,015	$ 495,040
Lease acquisition	214,575	15,932
Lease accretion	27,978	34,559
Lease payments	(250,240)	(286,536)
Lease extinguishment	(71,571)	-
Foreign exchange	11,653	(47,980)
Balance at period end:	$ 143,410	$ 211,015
Current portion of lease liability	$ 114,039	$ 158,423
Long-term portion of lease liability	$ 29,371	$ 52,592

Expressed in Canadian Dollars

9. LEASE LIABILITY (Continued)

The Company's lease liabilities include financing arrangements for vehicles as well as right-of-use leases for office space, dormitories and warehouses in Brazil, as well as a new lease for office space in Canada. Original lease terms ranged from 23 to 36 months. Some of these contracts expired on December 31, 2024 and extended terms were renegotiated for an additional two years. Also, some of these contracts were terminated earlier than anticipated and recorded as lease extinguishment.

Monthly rent payments for the Company's right-of-use agreements in Brazil total R$39,405 ($9,859) and in Canada, total $4,200. An estimated incremental borrowing rate of 7.5% per annum was used to estimate the value of the lease.

For the year ended December 31, 2025, the Company allocated $7,796 (2024: $27,515) in lease accretion to the consolidated statements of loss and comprehensive loss and $20,182 (2024: $7,044) to capitalized project development costs.

Future payments on the Company's financing agreements and right-of-use leases are shown in the table below:

	Brazil		Canada
	R$	CAD$	CAD$
Payments due within 1 year	280,105	70,082	50,400
Payments due in 1-3 years	36,000	9,007	21,000

10. SHORT-TERM PROMISSORY NOTE

In May 2024, the Company borrowed $600,000 on a short-term basis from a private company. The Company paid interest at a rate of 20% totalling $10,849 as well as a financing fee of $25,000 in connection with this promissory note. The promissory note was repaid in full in early June 2024.

11. ROYALTY-BASED OBLIGATIONS

On July 18, 2024, the Company completed a definitive royalty agreement with Appian. The Company, through its subsidiary, Lithium Ionic Bandeira Corp., granted an affiliate of Appian a 2.25% gross revenue royalty in exchange for upfront consideration of US$20,000,000 ($27,454,000). The Company is required to use the proceeds to advance the development and construction of the Bandeira Lithium Project. The agreement stipulates an option to fully buy-back the Royalty within the first five years for a fee of US$67,500,000. The royalty obligations will be secured by charges and share pledges over substantially all current and future assets relating to the Bandeira Project. In the event of default, a termination payment will be payable.

The royalty arrangement is accounted for as a financial liability and was initially recognized at US$20,000,000 ($27,454,000) net of transaction costs directly related to the royalty agreement of US$1,071,634 ($1,478,899) and is subsequently measured at amortized cost. The discount rate, being 22.5%, was determined at recognition by calculating the internal rate of return of the expected cash flows. The carrying value of the royalty-based obligation will be remeasured at each reporting period based on the revised expected future cash flows using the original discount rate under the amortized cost method. The buy-back option was classified at fair value through profit and loss and estimated at $nil as it is unknown at this time whether the Company will be able to exercise the buy-back option before expiry.

As a result of the updated Feasibility Study reported on September 17, 2025, the royalty-based obligation was remeasured based on revised future cash flows using the original discount rate of 22.5% resulting in a reduction of the liability of $6,835,212. This was recorded as a gain on remeasurement of the royalty-based obligation on the consolidated statements of loss and comprehensive loss.

Expressed in Canadian Dollars

11. ROYALTY-BASED OBLIGATIONS (Continued)

Balance, December 31, 2023	$	-
Initial recognition of royalty-based liability		25,975,101
Capitalized accretion		2,647,688
Foreign exchange revaluation		1,260,926
Balance, December 31, 2024	$	29,883,715
Capitalized accretion		6,715,566
Remeasurement of liability		(6,835,212)
Foreign exchange revaluation		(1,280,736)
Balance, December 31, 2025	$	28,483,333

As at December 31, 2025, the Company has recognized the entirety of this liability as long-term as it is not anticipated that any royalty payments will be made within the next twelve months. Accretion is capitalized to Project development costs on the Consolidated Statements of Financial Position.

12. ACQUISITION OF MINING LICENSES

Neolit option agreement
On July 3, 2024, the Company announced that it's subsidiary, Neolit, entered into an option agreement with K2 Mineração e Exportação EIRELI, Super Clássico Comércio, Importação e Exportação Ltda. and Minerales Empreendimentos, Mineração e Participações Ltda. to acquire up to a 90% interest in each of three newly formed special purpose vehicles which collectively hold five mineral claims in the Itinga region. Neolit would initially hold a minority stake in each that could increase up to 90% with an investment of a minimum of R$21,300,000 for each (approximately $5,300,000) by Q1-2030. During the year ended December 31, 2025, the Company incurred expenditures of R$186,445 ($45,983) and total expenditures related to this option totaled R$320,945 ($77,883) with respect to these properties. The Company terminated this agreement without penalty before December 31, 2025.

Vale Litio claims
In January 2023, the Company entered into a binding share purchase agreement with Exotic Mineração Ltda. ("Exotic"), which was amended in February 2024 and further amended in February 2025, pursuant to which MGLIT has the option to acquire up to a 100% interest in Vale Do Litio Mineração Ltda. ("Vale Litio"), who has a 100% beneficial ownership interest in three lithium mining claims in Minas Gerais. On signing, the Company had acquired an initial 2.78% equity ownership interest in Vale Litio through a payment to Exotic of R$900,000 ($232,834) in cash. Pursuant to the agreement, the Company can or has acquired the following ownership interest through the following payments to Exotic:

- R$500,000 ($129,947) in cash to acquire an additional 1.54% equity ownership in Vale Litio on or before February 20, 2023 (paid in February 2023);
- R$500,000 ($137,625) in cash to acquire an additional 1.54% equity ownership in Vale Litio on or before July 20, 2023 (paid in July 2023);
- R$500,000 ($136,559) in cash to acquire an additional 1.54% equity ownership in Vale Litio on or before January 20, 2024 (paid January 2024);
- R$50,000 ($12,376) in cash to acquire an additional 0.15% equity ownership interest in Vale Litio on or before July 20, 2024 (paid July 2024);
- R$500,000 in cash payable in four instalments of R$125,000 on March 5, 2025 ($30,863 paid in March 2025), July 20, 2025 ($31,694 paid in August 2025), January 20, 2026 ($32,150 paid in January 2026) and July 20, 2026 to acquire an aggregate 1.6% equity ownership interest in Vale Litio;
- R$29,450,000 in cash to acquire the final 90.85% equity ownership in Vale Litio on or before January 20, 2027.

Expressed in Canadian Dollars

12. ACQUISITION OF MINING LICENSES (Continued)

If the Company establishes a NI 43-101 compliant mineral resource estimate on the Vale Litio claims of at least six million tonnes with an average content greater than 1.3% Li_2O, the Company shall pay Exotic a cash bonus of R$10,000,000. If the Company does not complete the acquisition, it will be required to conduct a minimum of 3,000 metres of diamond drilling in the claim areas before January 20, 2027 or pay a fine of R$5,000,000. This drilling is waived if the acquisition is completed.

Amounts paid to December 31, 2025, R$2,700,000 ($711,898) which represents a 8.35% interest, have been recorded as land acquisition costs in exploration and evaluation expenses in the period in which they were incurred (December 31, 2024: R$2,450,000 ($649,341) representing a 7.55% interest).

Clesio claims
In February 2023, the Company, through MGLIT, acquired a strategic mining claim from Clésio Alves Gonçalves Mineraçao E Comercio Ltda. ("Clesio"). The Company paid R$500,000 ($129,947) in cash to acquire the claim, which was recorded as land acquisition costs in exploration and evaluation expenses. During the year ended December 31, 2025, the Company terminated this agreement.

Borges claims
In December 2022, the Company, through MGLIT, acquired 3 mineral claims totaling 1,478 hectares from Mineraçao Borges Ltda. Upon closing, the Company paid R$500,000 ($129,133) upon execution of the conveyance documents transferring the clams to MGLIT. The Company amended this agreement in February 2024 whereby R$50,000 was paid in March 2024 and, upon producing an independent MRE on the claims of 2 million tons of Li_2O content over 1.3% by June 5, 2025, the Company shall pay an additional R$14,950,000 (approximately $3,800,000) to the vendor (the "Borges MRE Milestone"). The agreement was further amended in August 2025 pursuant to which 2 of the 3 claims have been dropped from the scope of the transaction and the Borges MRE Milestone has been reduced to R$7,000,000 and the deadline to satisfy the milestone is June 5, 2026. The Company is in the process of obtaining an extension to the above milestone. The Company may terminate this agreement at any time without incurring any additional financial penalties.

13. EXPLORATION AND EVALUATION EXPENSES

Lithium Ionic owns a 100% ownership interest in the Bandeira Project in Brazil, comprising certain exploration permits, the Galvani Licenses, the Borges and Vale claims, the Salinas claims from its acquisition of Neolit, as well as other claims all located in Minas Gerais state (MG), Brazil. The Company commenced the capitalization of developments costs of the Bandeira project in July 2024 (Note 7).

Exploration and evaluation expenses are detailed in the following table:

	Years ended December 31, 2025	Years ended December 31, 2024
Acquisition of Neolit property (Note 5)	$ -	$ 6,115,175
Drilling and geophysics	710,637	6,600,784
Mining licenses and land acquisition	145,355	902,547
Technical reports	270,678	2,000,517
Project overhead costs	304,873	1,035,152
Labour	2,009	1,182,677
Land management fees, taxes and permits	36,706	274,567
Professional fees	35,411	234,112
Total exploration and evaluation expenses	**$ 1,505,669**	**$ 18,345,531**

Expressed in Canadian Dollars

13. EXPLORATION AND EVALUATION EXPENSES (Continued)

Neolit had earned into an 85% interest in certain Salinas properties since the initial acquisition in 2023. During the year ended December 31, 2024, the Company, through Neolit, completed the acquisition of the remaining 15% interest by making a cash payment of US$2,000,000 ($2,736,200) and issuing 2,500,000 common shares of the Company, which were valued at $2,000,000, being the fair market value of the Company's shares on the date of acquisition. A future cash payment of US$1,000,000 ($1,378,975) was accrued in 2024, and was paid during the year ended December 31, 2025, in April 2025.

14. COMMON SHARES

Authorized

On December 31, 2025, the authorized share capital consisted of an unlimited number of common shares without par value.

	Number of shares outstanding		Amount
Balance, December 31, 2023	138,185,554	$	86,507,486
Private placement unit financing	17,769,778		15,992,800
Value of warrants on unit financing	-		(2,007,994)
Share issue costs	-		(741,099)
Value of finder's warrants	-		(112,766)
Shares issued for property acquisition (Note 5)	2,500,000		2,000,000
Exercise of warrants	123,826		118,873
Balance, December 31, 2024	**158,579,158**	**$**	**101,757,300**
Private placement unit financing	26,090,130		18,263,091
Value of warrants on unit financing	-		(4,201,081)
Share issue costs	-		(618,764)
Shares issued for service contract	7,430,305		5,978,423
Exercise of warrants	1,072,000		1,367,872
Balance, December 31, 2025	**193,171,593**	**$**	**122,546,841**

On September 29, 2025, the Company closed the first tranche of a non-brokered private placement financing issuing 18,350,141 units of the Company for gross proceeds of $12,845,099. Each unit is comprised of one common share of the Company and one common share purchase warrant. Each warrant entitles the holder to acquire a common share of the Company at an exercise price of $0.90 expiring on September 28, 2027. The value of the warrants was estimated using the Black-Scholes option pricing model with the assumptions disclosed in the table in Note 15.

On October 3, 2025, the Company closed the second and final tranche of the non-brokered private placement financing issuing 7,739,989 units of the Company for gross proceeds of $5,417,992. Each unit is comprised of one common share of the Company and one common share purchase warrant. Each warrant entitles the holder to acquire a common share of the Company at an exercise price of $0.90 expiring on October 2, 2027. The value of the warrants was estimated using the Black-Scholes option pricing model with the assumptions disclosed in the table in Note 15.

In October 2025, the Company issued 7,430,305 shares valued at $5,978,423 to RTEK for the successful completion of the Company's NI 43-101 feasibility study announced on September 17, 2025, as well as targeted CAPEX reduction of US$75.2 million from the Company's May 2024 feasibility study. Please see note 7.

Expressed in Canadian Dollars

14. COMMON SHARES (Continued)

On June 7, 2024, the Company closed a non-brokered private placement offering issuing 17,769,778 units at a price of $0.90 per unit for gross proceeds of $15,992,800. Each unit was comprised of one common share of the Company and one-half of a common share purchase warrant. Each whole warrant entitled the holder to purchase one common share of the Company at a price of $1.05 until December 7, 2025. The value of the warrants was estimated using the Black-Scholes option pricing model with the following assumptions: expected dividend rate: 0%, estimated volatility: 80%, risk-free interest rate: 4.00%, and expected life: 1.5 years. The Company also granted 590,527 finder's warrants which were valued using the Black-Scholes option pricing model with the following assumptions: expected dividend rate: 0%, estimated volatility: 73%, risk-free interest rate: 4.48%, and expected life: 1 year. The Company paid $741,099 in issue costs including finder's fees, advisory fees, and legal and regulatory costs.

15. WARRANT RESERVES

Warrants

	Number of warrants	Weighted average exercise price	Value of warrants
Balance, December 31, 2023	3,384,906	$ 1.98	$ 3,302,389
Granted, unit financing (Note 14)	8,884,888	1.05	2,007,994
Granted, finder's warrants (Note 14)	590,527	0.90	112,766
Exercised	(123,826)	0.70	(32,195)
Expiry	(939,642)	0.70	(549,932)
Balance, December 31, 2024	11,796,853	$ 1.27	$ 4,841,022
Granted, unit financing (Note 14)	26,090,130	0.90	4,201,081
Exercised	(1,072,000)	1.05	(242,272)
Expiry	(9,224,853)	1.13	(2,896,249)
Balance, December 31, 2025	**27,590,130**	**$ 0.72**	**$ 5,903,582**

The following table summarizes the warrants outstanding as of December 31, 2025:

Number of warrants outstanding	Number of warrants exercisable	Grant date	Expiry date	Exercise price	Estimated fair value at grant date	Volatility	Risk-free interest rate	Expected life	Expected dividend yield
#	#			$	$			Years	
1,500,000	-	13/Mar/23	10/Mar/26	2.25	1,702,500	74%	3.31%	3.00	0%
18,350,141	18,350,141	29/Sep/25	29/Sep/27	0.90	2,963,294	83%	2.47%	2.00	0%
7,739,989	7,739,989	3/Oct/25	2/Oct/27	0.90	1,237,788	82%	2.45%	2.00	0%
27,590,130	**26,090,130**				**5,903,582**				

The weighted-average remaining contractual life of the warrants as of December 31, 2025 is 1.66 years (December 31, 2024: 0.92 years).

Expressed in Canadian Dollars

16. STOCK-BASED COMPENSATION RESERVES

	Stock Options		RSUs		Total	
	Number	Value	Number	Value	Number	Value
Balance, December 31, 2023	13,782,000	$ 9,585,689	-	$ -	13,782,000	$ 9,585,689
Granted	1,570,000	$ 612,300	-	$ -	1,570,000	$ 612,300
Expired/terminated	(225,000)	$ (241,550)	-	$ -	(225,000)	$ (241,550)
Balance, December 31, 2024	15,127,000	$ 9,956,439	-	$ -	15,127,000	$ 9,956,439
Granted	-	$ -	1,851,045	$ 1,529,097	1,851,045	$ 1,529,097
Balance, December 31, 2025	**15,127,000**	**$ 9,956,439**	**1,851,045**	**$ 1,529,097**	**16,978,045**	**$ 11,485,536**

Stock options

There was no change to stock option reserves during the year ended December 31, 2025. The following table summarizes the stock options outstanding as at December 31, 2025:

Number of options outstanding	Number of options exercisable	Grant date	Expiry date	Exercise price	Estimated fair value at grant date	Volatility	Risk-free interest rate	Expected life	Expected dividend yield
#	#			$	$			Years	
6,280,000	6,280,000	20/Apr/22	20/Apr/27	0.70	2,463,644	65%	2.63%	5.00	0%
2,680,000	2,680,000	1/Jun/22	1/Jun/27	1.24	1,891,276	66%	2.86%	5.00	0%
250,000	250,000	13/Jun/22	13/Jun/27	1.06	209,425	66%	3.48%	5.00	0%
150,000	150,000	5/Aug/22	5/Aug/27	1.22	105,750	67%	2.90%	5.00	0%
1,932,000	1,932,000	3/Nov/22	3/Nov/27	1.69	1,906,884	67%	3.59%	5.00	0%
200,000	200,000	27/Feb/23	27/Feb/28	2.89	336,600	66%	3.57%	5.00	0%
1,940,000	1,940,000	15/Nov/23	15/Nov/28	1.44	2,248,460	111%	3.88%	5.00	0%
150,000	150,000	1/Dec/23	1/Dec/28	1.60	191,850	110%	3.50%	5.00	0%
1,545,000	1,545,000	11/Jul/24	11/Jul/29	0.90	602,550	87%	3.40%	5.00	0%
15,127,000	**15,127,000**				**9,956,439**				

During the year ended December 31, 2024, 1,570,000 stock options were granted to directors, officers, employees and consultants of the Company. An amount of $612,300 was recorded as share-based compensation for the year ended December 31, 2024 on the statements of loss and comprehensive loss. This value was estimated using the Black-Scholes option pricing model with the following assumptions: expected dividend rate: 0%, estimated volatility: 87.18%, risk-free interest rate: 3.40%, and expected life: 5 years.

RSUs and DSUs

On July 26, 2024, shareholders approved the Company's RSU/DSU plan. The Board of Directors may at any time authorize the grant to eligible participants RSUs and/or DSUs. Each grant shall specify the performance period and performance conditions, if any, and the vesting date. Each RSU or DSU award represents the right for the participant to receive on vesting either one common share of the Company or a cash payment equal to the equivalent therefore, which shall be at the sole and absolute discretion of the Board of Directors. The aggregate number of common shares that may be reserved for issuance under the RSU/DSU plan is limited to 12,500,000 common shares. The maximum aggregate number of common shares that are issuable pursuant to all share-based compensation granted or issued in any 12-month period to any one eligible consultant shall not exceed 2% of the total number of issued and outstanding common shares of the Company on a non-diluted basis. RSUs shall be settled by the Company upon the vesting date in either cash or common shares, however DSUs, upon vesting, shall be settled in either cash or shares upon the earlier of the death, eligible retirement or termination of the participant. No DSUs were granted or outstanding during the year ended and as of December 31, 2025.

16. STOCK-BASED COMPENSATION RESERVES (Continued)

As at December 31, 2025, there were 1,851,045 RSUs outstanding. In January 2025, 917,768 RSUs were granted to a supplier of the Company to settle a liability. These RSUs vest on January 22, 2026 and were recorded at a value of $698,480 being the estimated fair value based on the market price of the Company's shares on the date of grant. The difference of $0.3 million between the fair value RSUs and the balance of the liability settled was recorded as professional fees on the statements of loss and comprehensive loss.

In April 2025, 933,277 RSUs were granted to a supplier of the Company pursuant to a service contract. These RSUs vest on April 2, 2026 and were recorded as share-based compensation for the year ended December 31, 2025 on the statements of loss and comprehensive loss at a value of $830,617, being the estimated fair value based on the market price of the Company's shares on the date of grant.

As there were no vesting conditions attached to these RSU grants, the related expense was recognized in full on the date of grant. The Company intends to settle all outstanding RSUs in common shares of the Company.

17. CAPITAL MANAGEMENT

The Company manages and adjusts its capital structure based on available funds in order to support the acquisition, exploration and development of mineral properties. The Board does not establish quantitative return on capital criteria for management but rather relies on the expertise of the Company's management to sustain future development of the business. The Company considers its capital to consist of common shares, warrants and options.

The properties in which the Company currently has an interest are in the exploration and evaluation stage and development stage; as such, the Company is dependent on external financing to fund its activities. In order to carry out the planned development of the Bandeira property, to continue exploration and evaluation and to pay for administrative costs, the Company must raise additional amounts.

The Company may continue to assess new properties and may seek to acquire an interest in additional properties if it feels there is sufficient geologic or economic potential and if it has adequate financial resources to do so.

The Company and its subsidiaries are not subject to any capital requirements imposed by a lending institution or regulatory body, other than the TSX Venture Exchange ("TSXV") which requires adequate working capital or financial resources of the greater of (i) $50,000 and (ii) an amount required to maintain operations and cover general and administrative expenses for a period of 6 months.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable. There were no significant changes in the Company's approach to capital management during the years ended December 31, 2025 and 2024.

18. FINANCIAL INSTRUMENTS

Financial instruments recorded at fair value on the statement of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

a) Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities;
b) Level 2 - Inputs other than quoted prices that are observable for assets or liabilities, either directly or indirectly; and
c) Level 3 - Inputs for assets and liabilities that are not based on observable market data.

18. FINANCIAL INSTRUMENTS (Continued)

The fair value hierarchy requires the use of observable market inputs whenever such inputs exist. A financial instrument is classified to the lowest level of the hierarchy for which a significant input has been considered in measuring fair value.

The Company's financial instruments include cash and cash equivalents, amounts receivable and accounts payable and accrued liabilities whose carrying values reported in the statement of financial position approximate their respective fair values due to the relatively short-term nature of these instruments. Management believes the carrying value of lease liabilities approximate fair value. The Company's royalty-based obligations are recognized at amortized cost, which management believes approximates fair value.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

(a) *Credit risk*

Counterparty credit risk is the risk that the financial benefits of contracts with a specific counterparty will be lost if a counterparty defaults on its obligations under the contract. This includes any cash amounts owed to the Company by those counterparties, less any amounts owed to the counterparty by the Company where a legal right of set-off exists and also includes the fair values of contracts with individual counterparties which are recorded in the financial statements.

a. *Trade credit risk*
The Company is not exposed to significant trade credit risk.

b. *Cash and cash equivalents*
In order to manage credit and liquidity risk the Company's policy is to invest only in highly rated investment grade instruments. Limits are also established based on the type of investment, the counterparty and the credit rating.

(b) *Currency risk*

Currency risk is the risk that the fair value of, or future cash flows from, the Company's financial instruments will fluctuate because of changes in foreign exchange rates. The Company's foreign currency risk arises primarily with respect to the Brazilian real (BRL) from its property interests in Brazil, and US dollars from some corporate operations. Fluctuations in the exchange rates between these currencies and the Canadian dollar could have a material effect on the Company's business, financial condition and results of operations. The Company does not engage in any hedging activity to mitigate this risk.

18. FINANCIAL INSTRUMENTS (Continued)

As at December 31, 2025, the Company had the following financial instruments denominated in foreign currency (expressed in Canadian dollars):

December 31, 2025

	Brazilian reals	US dollars
Cash	$ 494,402	$ 4,731,854
Accounts payable and accrued liabilities	(718,886)	(2,055,917)
Lease liabilities	(75,872)	-
Royalty-based obligations	-	(28,483,333)
	$ (300,356)	$ (25,807,396)

December 31, 2024

	Brazilian reals	US dollars
Cash	$ 949,169	$ 22,351,242
Accounts payable and accrued liabilities	(411,005)	(4,071,670)
Lease liabilities	(211,015)	-
Royalty-based obligations	-	(29,883,715)
	$ 327,149	$ (11,604,143)

A 10% strengthening (weakening) of the Canadian dollar against the Brazilian real would decrease (increase) net loss and comprehensive loss by approximately $30,000 (December 31, 2024 - $33,000).

A 5% strengthening (weakening) of the Canadian dollar against the US dollar would decrease (increase) net loss and comprehensive loss by approximately $1,290,000 (December 31, 2024 - $581,000).

(c) *Liquidity risk*

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. At December 31, 2025, the Company had a cash and cash equivalents balance of $17,521,608 (December 31, 2024 - $23,756,282) to settle current liabilities of $4,215,681 (December 31, 2024 - $5,794,327). Of the current liabilities, approximately $3.2 million have contractual maturities of less than 30 days and are subject to normal trade terms.

(d) *Commodity / equity price risk*

The Company is exposed to price risk with respect to commodity and equity prices. Equity price risk is defined as the potential adverse impact on the Company's earnings due to movements in individual equity prices or general movements in the level of the stock market. Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Company closely monitors commodity prices, as they relate to lithium, individual equity movements and the stock market to determine the appropriate course of action to be taken by the Company. Commodity price risk is remote at this time as the Company is not a producing entity.

Expressed in Canadian Dollars

19. RELATED PARTY TRANSACTIONS

Compensation of key management personnel of the Company

In accordance with IAS 24, key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company directly or indirectly, including any directors (executive and non-executive) of the Company. During the years ended December 31, 2025 and 2024, the remuneration of directors and other key management personnel is as follows:

	Years ended December 31,	
	2025	2024
Management and Consulting fees	$ 4,797,260	$ 4,887,881
Share-based compensation	-	423,150
Total	**$ 4,797,260**	**$ 5,311,031**

As at December 31, 2025, an amount of approximately $521,000 (December 31, 2024 - $571,000), included in accounts payable and accrued liabilities, was owed to directors and officers of the Company. This includes some unbilled bonuses granted upon the successful completion of the Feasibility Study in June 2024. Such amounts are unsecured and non-interest bearing. As well, related to the Neolit acquisition, an amount of US$1,500,000 ($2,055,900) plus accrued interest of approximately $272,000 is owed to an officer of the Company, this amount being interest bearing (Note 5).

In October 2025, directors and officers subscribed for 947,929 units of the Company in relation to the non-brokered private placement offering (Note 14). In June 2024, directors and officers subscribed for 655,552 units of the Company in relation to the non-brokered private placement offering (Note 14).

During the year ended December 31, 2025, the Company paid $168,463 (December 31, 2024: $154,603) to Troilus Mining Corp. for office space, administrative services and reimbursable costs. As at December 31, 2025, a balance of $10,744 (December 31, 2024: $24,860) is payable to Troilus Mining Corp. Mr. Tom Olesinski, the Company's Chief Financial Officer, is a director of Troilus Mining Corp, and Mr. Ian Pritchard, a director of the Company, is an officer of Troilus Mining Corp.

During the year ended December 31, 2025, the Company paid $11,855 (December 31, 2024: $Nil) to T & L Consulting for office administrative services. As at December 31, 2025, no amounts are owed to T & L Consulting. Mr. Tom Olesinski is the owner of T & L Consulting.

Also during the year ended December 31, 2025, the Company paid $29,623 (December 31, 2024: $37,611) to Falcon Metais Ltda. for various administrative services. As at December 31, 2025, a balance of $nil (December 31, 2024: $nil) is payable to Falcon Metais Ltda., while a balance of $901 (December 31, 2024: $2,331) is recorded as prepaid expense. Mr. Helio Diniz is an officer of Falcon Metais Ltda.

During 2023, the Company entered into an agreement with Valitar, an entity controlled by the Company and in which Mr. Helio Diniz indirectly owns a 90% interest and of which he is an officer, for a non-revolving credit facility of R$10,000,000 ($2,502,000), with the full facility drawn down at December 31, 2025. The purpose of this facility was to pay for the acquisition of surface rights in Brazil by Valitar. The facility is repayable in full on June 2, 2026 and carries an interest rate of 1% per annum. The Company is in the process of rescheduling the date of payment. It is anticipated that Valitar will authorize MGLIT to perform mineral activities on its properties and upon commencement of production, MGLIT will pay royalties to Valitar. The loan facility has been eliminated on consolidation.

Expressed in Canadian Dollars

20. SEGMENT INFORMATION

The Company conducts its business as a single operating segment, being mineral exploration and evaluation in Brazil. The following table summarizes the total assets and liabilities by geographic segment as at December 31, 2025 and 2024:

December 31, 2025	**Brazil**	**Cayman Islands**	**Canada**	**Total**
Cash and cash equivalents	$ 494,402	$ 4,643,791	$ 12,383,415	$ 17,521,608
Amounts receivable	-	-	435,263	435,263
Prepaid expenses	554,743	-	142,200	696,943
Property development costs	32,627,790	-	-	32,627,790
Property and equipment	542,268	-	66,112	608,380
Total Assets	**$ 34,219,203**	**$ 4,643,791**	**$ 13,026,990**	**$ 51,889,984**
Accounts payable and accrued liabilities	$ 718,886	-	$ 3,382,756	$ 4,101,642
Lease liabilities	75,872	-	67,538	143,410
Royalty-based obligations	-	28,483,333	-	28,483,333
Total Liabilities	**$ 794,758**	**$ 28,483,333**	**$ 3,450,294**	**$ 32,728,385**

December 31, 2024	**Brazil**	**Cayman Islands**	**Canada**	**Total**
Cash and cash equivalents	$ 949,169	$ 22,350,872	$ 456,241	$ 23,756,282
Amounts receivable	-	123,030	451,712	574,742
Prepaid expenses	191,363	23,943	273,802	489,108
Property development costs	4,435,557	2,647,688	-	7,083,245
Property and equipment	770,806	-	-	770,806
Total Assets	**$ 6,346,895**	**$ 25,145,533**	**$ 1,181,755**	**$ 32,674,183**
Accounts payable and accrued liabilities	$ 411,005	$ 23,943	$ 5,200,956	$ 5,635,904
Lease liabilities	211,015	-	-	211,015
Royalty-based obligations	-	29,883,715	-	29,883,715
Total Liabilities	**$ 622,020**	**$ 29,907,658**	**$ 5,200,956**	**$ 35,730,634**

21. COMMITMENTS AND CONTINGENCIES

Environmental

The Company's exploration activities are subject to various laws and regulations governing the protection of the environment. These laws and regulations are continually changing and generally becoming more restrictive. The Company believes its operations are materially in compliance with all applicable laws and regulations. The Company expects to make expenditures to comply with such laws and regulations.

Legal proceedings with respect to property rights

The Company, through its subsidiary MGLIT, is contesting a decision by the Agência Nacional de Mineração ("ANM") which reduced the area of one of its Bandeira claims. The Company has filed a lawsuit seeking to invalidate ANM's decision. The court granted an interlocutory relief suspending its effects. In compliance with the court order, ANM reincorporated the reduced area into MGLIT's claim and restored its original extension. The lawsuit is currently at the stage of production of evidence.

21. COMMITMENTS AND CONTINGENCIES (Continued)

Legal proceedings with respect to municipal tax

Two suppliers of the Company indicated a specific tax rate for Salit to collect a municipal tax (ISSQN) during 2022/2023. In 2025, the Municipality of Salinas conducted a tax inspection and decided that this rate was inadequate (i.e., less than what was owed), beginning an administrative proceeding seeking to collect the relevant amount. The Company has filed a lawsuit to avoid the filing of a tax foreclosure lawsuit from the Municipality (seeking the collection of the debt and legal fees) since contractually, the responsibility of this payment lies with the two suppliers.

General

The Company may be subject to various claims, lawsuits and other complaints arising in the ordinary course of business. The Company records provisions for losses when claims become probable, and the amounts are estimable.

Management Contracts

The Company is party to certain management contracts. As of December 31, 2025, these contracts require payments of approximately $7,449,000 (December 31, 2024 - $9,850,000) to be made upon the occurrence of a change of control to the officers and consultants of the Company. The Company is also committed to payments upon termination of approximately $2,543,000 (December 31, 2024 - $2,770,000) pursuant to the terms of these contracts as of December 31, 2025. As a triggering event has not taken place on December 31, 2025, these amounts have not been recorded in these consolidated financial statements.

Other

Subject to the amended agreement to acquire now one mineral claim from Mineracao Borges Ltda., upon producing an independent NI 43-101 compliant MRE on the claim of 2 million tons of Li_2O content over 1.3% by June 5, 2026, the Company shall pay an additional R$7,000,000. The Company is in the process of obtaining an extension to the above milestone. As at December 31, 2025, no determination has been made in this regard, and no amount has been accrued related to this contingent arrangement.

In connection with the Company's agreement to acquire a 100% interest in the Vale Litio claims, the Company has paid R$125,000 on January 20, 2026 and is scheduled to pay R$125,000 on July 20, 2026 and R$29,450,000 on or before January 20, 2027 to acquire the remaining 91.25% interest. As well, if the Company establishes a NI 43-101 compliant mineral resource estimate on the Vale Litio claims of at least six million tonnes with an average content greater than 1.3% Li2O, the Company shall pay Exotic a cash bonus of R$10,000,000. If the Company terminates this agreement, it will be required to conduct a minimum of 3,000 metres of diamond drilling in the claims area by January 20, 2027 or pay a fine of R$5,000,000. This drilling obligation is waived if the acquisition is completed.

Subject to the acquisition of Neolit, 1,500,000 warrants were issued as part of the consideration are exercisable at a price of $2.25 until March 10, 2026 and only vest if the Company establishes an independent NI 43-101 compliant mineral resource estimate on the Salinas Project of at least 20 million tonnes with an average grade greater than 1.3% Li_2O. The Warrants were below market price of the Company's shares and hence expired worthless.

See Notes 1, 5, 9 and 12.

Expressed in Canadian Dollars

22. INCOME TAX

Provision for income taxes

Major items causing the Company's effective income tax rate to differ from the combined Canadian federal and provincial statutory rate of 26.5% (2024 - 26.5%) were as follows:

	2025 $	2024 $
Loss before income taxes	(3,912,322)	(29,191,978)
Expected income tax recovery based on statutory rate	(1,037,000)	(7,736,000)
Adjustment to expected income tax benefit:		
Share-based payments	220,000	162,000
Change in Benefit of tax assets not recognized	817,000	7,574,000
Deferred income tax provision (recovery)	-	-

Deferred income taxes

Deferred income tax assets have not been recognized in respect of the following deductible temporary differences:

	2025 $	2024 $
Non-capital loss carry-forwards - Canada	34,180,000	23,953,000
Share issue costs - Canda	2,417,000	2,717,000
Tax losses - Brazil	50,322,000	49,034,000
	86,919,000	75,704,000

In Canada, the Company has approximately $34,180,000 of non-capital losses expiring between 2041 and 2045. In Brazil, the Company has approximately $50,322,000 of non-capital losses that carry forward indefinitely.

23. SUBSEQUENT EVENTS

Subsequent to December 31, 2025, 1,950,000 stock options and 10,625,000 RSUs were granted to directors, officers, employees and consultants of the Company and 1,000,000 stock options were granted to a vendor of the Company. The Company also issued 4,129,796 shares on exercise of 1,851,045 RSUs and 2,278,571 warrants.

In January 2026, R$125,000 ($32,150) was paid in connection with the amendment to the Exotic agreement to acquire the Vale Litio claims (Note 12).

23. SUBSEQUENT EVENTS (Continued)

Offtake agreements

On March 25, 2026, the Company entered into binding multi-year offtake agreements with Sichuan Yahua Industrial Group Co., Ltd. and Grand Chen Resources Pte. Ltd., both recognized global producers of lithium-ion battery materials. The agreements relate to the supply of high-quality spodumene concentrate from the Company's Bandeira Lithium Project, located in Minas Gerais, Brazil.

Under the agreements, the Company will supply a combined 170,000 tonnes per annum of spodumene concentrate for a five-year take-or-pay term. The counterparties are vertically integrated suppliers to major battery and electric-vehicle manufacturers.

The pricing mechanism includes a minimum sales price of US$1,000 per tonne of 6% spodumene concentrate, with no maximum price cap. Prices will be indexed to prevailing market reference prices without discount, providing the Company with downside protection while maintaining full exposure to potential upside in lithium market prices.

In conjunction with the execution of the offtake agreements, the Company secured a combined pre-payment facility of US$20 million. The facility is intended to support ongoing project development and the advancement of the Bandeira Lithium Project toward construction.

Regulatory Matters and Corporate Governance

On April 10, 2026, subsequent to the year ended December 31, 2025, the Ontario Securities Commission announced enforcement proceedings involving another reporting issuer, certain of its directors and officers, and an individual related to the alleged misconduct. Certain individuals named in that proceeding have current or former associations with the Company. The Company is not a respondent in the OSC proceeding, no allegations have been made against the Company, and no orders or remedies have been sought against it. The allegations have not been proven and will be subject to adjudication before the Capital Markets Tribunal.

Accordingly, management has determined that, as at December 31, 2025, there is no liability or provision requiring recognition or disclosure under IAS 37 – *Provisions, Contingent Liabilities and Contingent Assets.*

The Company has conducted a review of its ownership interests in Brazilian mineral claims, including its flagship Bandeira Lithium Project, and confirms that it holds valid and registered legal title to these mineral rights. Title is supported by independent third-party legal opinions and publicly available records maintained by Brazil's National Mining Agency (Agência Nacional de Mineração – "ANM"), which do not indicate prior ownership by the issuer referenced in the OSC proceeding.

Following the OSC announcement, the Board of Directors established a Special Committee comprised exclusively of independent directors to oversee the Company's communications, disclosure practices, and governance response in connection with this matter.

Subsequent to year-end, all who were involved or named in the OSC enforcement proceeding tendered their resignations from the Board of Directors. These resignations are being made in the interest of maintaining effective governance, preserving Board independence, and minimizing potential distraction to the Company, and do not constitute, and should not be interpreted as, admission of guilt, liability, or wrongdoing by any individual. These resignations are effective upon the appointment of replacement directors or as otherwise determined by the Board to ensure continuity of governance and compliance with applicable listing requirements.

23. SUBSEQUENT EVENTS (Continued)

As a result of the OSC proceedings involving certain former directors and officers and the related governance matters addressed above, the Company's preparation and completion of its audited annual financial statements experienced delays. The Company filed the temporary management cease trade order (MCTO) application with the OSC due to an anticipated delay in filing its audited annual financial statements and MD&A for the year ended December 31, 2025, and the certification of the foregoing filings as required by National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* (collectively, the "**Required Filings**"). The Required Filings were required to be filed by April 30, 2026. The OSC has accepted the Company's application.

The MCTO prohibits the chief executive officer and the chief financial officer of the Company (collectively, the "**Restricted Persons**") from trading in securities of the Company for so long as the Required Filings are not filed and the MCTO remains in effect. The issuance of the MCTO does not affect the ability of persons other than the Restricted Persons to trade in the Company's securities.

The OSC enforcement proceeding and the related governance actions described above occurred after the reporting period and constitute non-adjusting subsequent events under IAS 10 – *Events After the Reporting Period,* as they do not provide evidence of conditions that existed as at December 31, 2025. Accordingly, no amounts recognized in the consolidated financial statements have been adjusted.

While the Company is not a party to the OSC proceeding, the matter may result in increased regulatory scrutiny, reputational risk, and incremental professional or compliance-related costs. Management continues to monitor developments and will provide additional disclosure in future reporting periods as appropriate.

Lithium Ionic Corp.

Management's Discussion and Analysis

For the year ended December 31, 2025

Date: June 5, 2026

This Management's Discussion and Analysis ("**MD&A**") provides a discussion and analysis of the financial condition and results of the operations of Lithium Ionic Corp. (individually or collectively with its subsidiaries, as applicable, "**Lithium Ionic**" or the "**Company**"), to enable a reader to assess material changes in the financial condition and results of operations as at and for the year ended December 31, 2025. This MD&A should be read in conjunction with the audited annual consolidated financial statements for the year ended December 31, 2025. All amounts included in the MD&A are expressed in Canadian dollars, unless otherwise specified.

The Company's consolidated financial statements have been prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board. Please refer to Note 3 of the audited consolidated financial statements as at and for the year ended December 31, 2025 for disclosure of the Company's material accounting policies.

Additional information about the Company may be found on SEDAR+ at www.sedarplus.ca.

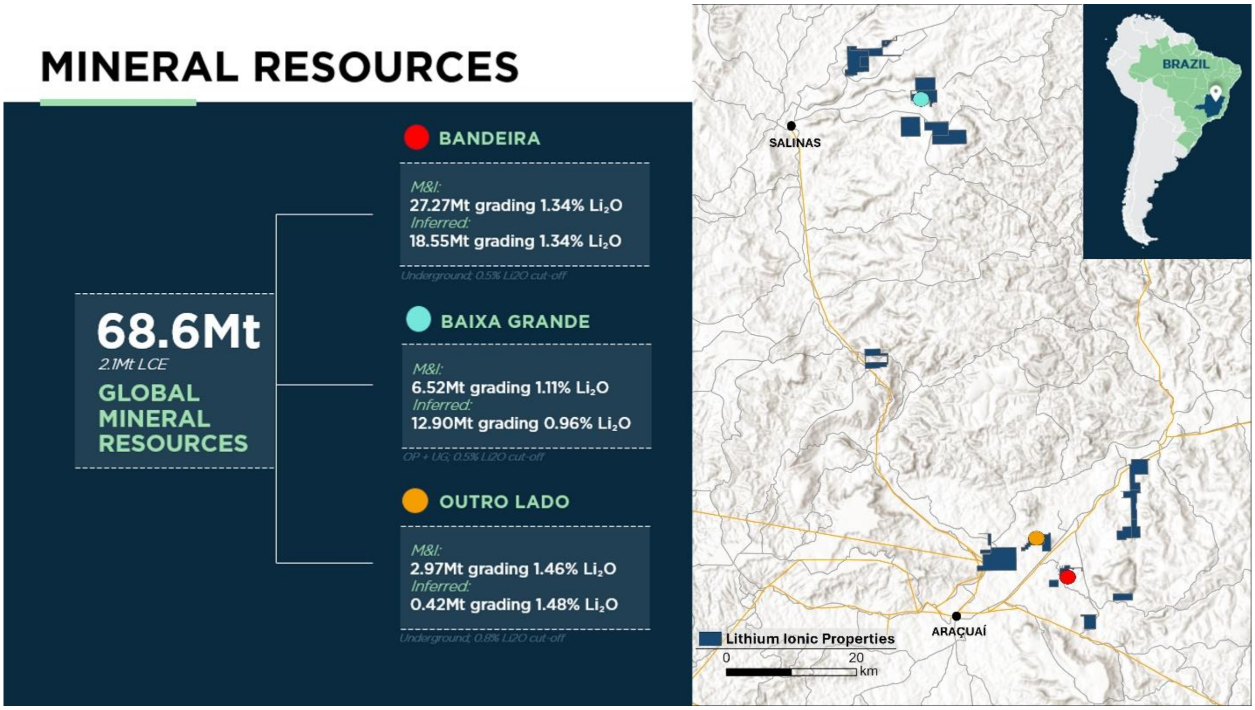
The scientific and technical contents of this MD&A have been reviewed and approved by Carlos H.C. Costa, P.Geo (APGO), Qualified Person under National Instrument 43-101 ("**NI 43-101**").

The Board of Directors of the Company has reviewed this MD&A and the consolidated financial statements for the year ended December 31, 2025, and the Company's Board of Directors approved these documents prior to their release.

Overview and Strategy

Lithium Ionic Corp. is a publicly traded Canadian exploration and development company listed on the TSX Venture Exchange ("**TSXV**"). The Company is engaged in the acquisition, exploration, and development of mineral properties with a primary focus on lithium assets located in Minas Gerais. Exploration is conducted through the Company's wholly owned Brazilian subsidiaries, MGLIT Empreendimentos Ltda. ("**MGLIT**") and Neolit Minerals Participacoes Ltda ("**Neolit**"). Through MGLIT, the Company has a 10% ownership interest in Valitar Participações S.A.("**Valitar**"), a special purpose vehicle incorporated in Brazil for the purpose of acquiring surface rights for the Company. For accounting purposes, management has concluded that the Company has control of Valitar and, in accordance with IFRS 10 *Consolidated Financial Statements*, the Company consolidates the financial statements of Valitar into its own. The Company owns a 100% interest in Lithium Ionic Bandeira Corp., incorporated in the Cayman Islands.

<u>Summary of Properties and Projects</u>



Mineral Exploration Properties

The Company holds certain property interests for lithium exploration in Minas Gerais State (MG) in Brazil.

Itinga Properties

<u>Bandeira Project</u>

On December 23, 2020, MGLIT acquired seven mineral licenses from Falcon Metais Ltda covering more than 1,300 hectares in the prolific Aracuai lithium province. A portion of the project occurs immediately south of the CBL lithium mine and plant, and immediately north of the large Barreiro and South Xuxa lithium deposits of Sigma Lithium Corp. On May 29, 2024, the Company announced the results from its NI 43-101 compliant Feasibility Study.

In July 2024, the Company completed a royalty agreement with Appian Capital Advisory LLP ("Appian") which granted a 2.25% gross revenue royalty to Appian in exchange for upfront cash consideration of US$20,000,000 ($27,454,000). These proceeds are being used to advance the development of the Bandeira project.

On April 2, 2025, the Company announced the engagement of RTEK International DMCC ("RTEK"), a group of experienced hard-rock lithium mining consultants. The RTEK team was integrated into the Bandeira owner's team to progress engineering on the Bandeira project.

On May 6, 2025, the Company reported an updated NI 43-101 Mineral Resource Estimate ("MRE") and on September 17, 2025, the Company reported an updated Feasibility Study for the Bandeira Project. (See Definitive Feasibility Study Update).

Overall Engineering has advanced to more than 50% completion since the Feasibility Study.

- Basic engineering complete on major design packages including plant engineering and primary civil engineering.
- Detailed engineering on raw water and drainage is in the final stage.
- Infrastructure and long-lead tenders are now being deployed as per the Project schedule.
- Commercial momentum is accelerating as the Company has received multiple offtake and debt-financing term sheets and is advancing towards binding agreement(s).

Galvani Mining Licenses

In September 2022, the Company completed the acquisition of a 100% ownership interest in two lithium mining licenses (the "**Licenses**") in Minas Gerais, Brazil from Galvani Nordeste Mineracao Ltd. ("**Galvani**") through its wholly-owned subsidiary, MGLIT. This includes the Outro Lado Project on which an MRE was reported in June 2023. (See Mineral Resources section below).

The two large Licenses are located approximately 2 km to the west of the large Xuxa lithium deposit of Sigma Lithium and approximately 3 km to the northwest of the CBL lithium mining operation. Mineralized pegmatites have been identified on the Licenses.

Borges claims

In December 2022, the Company, through MGLIT, acquired 3 mineral claims totaling 1,478 hectares from Mineracao Borges Ltda. These claims are located along trend with known lithium deposits including CBL's deposit and Sigma Lithium's Xuxa and Barreiro deposits. Upon closing, the Company paid R$500,000 ($129,133) upon execution of the conveyance documents transferring the claims to MGLIT.

The Company amended this agreement in February 2024 whereby R$50,000 was paid in March 2024 and, upon producing an independent MRE on the claims of 2 million tons of Li_2O content over 1.3% by June 5, 2025, the Company shall pay an additional R$14,950,000 (approximately $3,800,000) to the vendor (the "Borges MRE Milestone"). The agreement was further amended in August 2025 pursuant to which 2 of the 3 claims have been dropped from the scope of the transaction and the Borges MRE Milestone has been reduced to R$7,000,000 and the deadline to satisfy the milestone is June 5, 2026. The Company is in the process of obtaining an extension to the above milestone. The Company may terminate this agreement at any time without incurring any additional financial penalties.

Vale Litio claims

In January 2023, the Company, through MGLIT, entered into a binding share purchase agreement with Exotic Mineração Ltda. ("**Exotic**"), pursuant to which MGLIT has the option to acquire up to a 100% equity interest in Vale Do Litio Mineracao Ltda. ("**Vale Litio**"). Vale Litio has a 100% beneficial ownership interest in 3 lithium mining claims in Minas Gerais covering 3,140 hectares. The first of three claims cover 1,738 hectares and is located adjacent to the Galvani target. The other two claims are located in the northeastern portion of the prospective Araçuai-Itinga Pegmatite region.

Pursuant to the terms of the agreement, in January 2023 the Company acquired an initial 2.78% equity ownership interest in Vale Litio by paying R$900,000 ($232,834) in cash to Exotic. The Company made additional payments since in accordance with the terms of the agreement and amended the agreement in both February 2024 and February 2025:

- R$500,000 ($129,947) in cash to acquire an additional 1.54% equity ownership in Vale on or before February 20, 2023 (paid in February 2023);
- R$500,000 ($137,625) in cash to acquire an additional 1.54% equity ownership in Vale on or before July 20, 2023 (paid July 2023);
- R$500,000 ($136,559) in cash to acquire an additional 1.54% equity ownership in Vale on or before January 20, 2024 (paid in January 2024); and
- R$50,000 ($12,376) in cash to acquire an additional 0.15% equity ownership in Vale on or before July 20, 2024 (paid July 2024); and

The final payment requirements were recently amended by the Company and Exotic as described below:

- R$500,000 split into four instalments of R$125,000 to be paid on March 5, 2025 (paid $30,863 in March 2025), July 20, 2025 (paid $31,694 in August 2025), January 20, 2026 ($32,150 paid in January 2026) and July 20, 2026 to acquire an aggregate 1.6% equity ownership interest in Vale Litio; and
- R$29,450,000 (approximately $7.4 million) in cash to acquire the remaining 90.85% equity ownership in Vale on or before January 20, 2027.

If the Company establishes a NI 43-101 compliant MRE on the Vale Litio Claims of at least six million tons with an average content greater than 1.30% Li_2O, the Company shall pay Exotic a cash bonus of R$10,000,000.00 (approximately $2.5 million). If the Company does not complete the acquisition, it will be required to conduct a minimum of 3,000 metres of diamond drilling in the claim areas before January 20, 2027 or pay a fine of R$5,000,000 (approximately $1.3 million). This drilling requirement is waived if the Company completes the acquisition of 100% of Vale Litio.

As of the December 31, 2025, the Company has an 8.35% equity ownership interest in Vale Litio. In January 2026, R$125,000 ($32,150) was paid in connection with the amendment to the Exotic agreement to acquire the Vale Litio claims.

Clesio Claim

In February 2023, the Company entered into a binding asset purchase agreement with Clésio Alves Gonçalves Mineraçao E Comercio Ltda ("**Clesio**") pursuant to which MGLIT has acquired a strategic mining claim covering 1,000 hectares in Minas Gerais state, Brazil.

Pursuant to the terms of the agreement, the Company paid R$500,000 ($129,947) in cash to Clesio to acquire the claim. This agreement was terminated during the year ended December 31, 2025.

Salinas Properties

Neolit acquisition - Salinas Claims

In March 2023, the Company acquired a 100% interest in Neolit Minerals Participações Ltda. ("Neolit"). Pursuant to the purchase agreement, the Company paid a cash payment of US$2,031,005 ($2,804,208) on closing, as well as a cash payment of US$2,570,767 ($3,549,458) to settle all existing liabilities of Neolit on closing. As well, the Company issued 4,000,000 common shares of the Company and 1,500,000 common share purchase warrants to the vendor. These warrants are exercisable at a price of $2.25 for a period of three years and only vest if the Company establishes an independent NI 43-101 compliant MRE on the Salinas properties, of at least 20 million tonnes with an average grade greater than 1.3% Li_2O. A final cash payment of US$1,500,000 ($2,158,350) was due on September 10, 2024. This amount remains outstanding at the date of this report and is accruing interest at a rate of prime plus 5%. The founder and CEO of Neolit, Dr. André Guimarães, joined the Company as VP Business Development after the acquisition.

Neolit had a 40% ownership interest in the Salinas properties as of March 2023 and acquired an 85% ownership interest in the properties in October 2023. In June 2024, Neolit acquired the remaining 15% interest for cash consideration of US$2,000,000 ($2,736,200), the issuance of 2,500,000 common shares of the Company valued at $2,000,000, being the fair market value of the shares on the date of issuance, and a deferred payment of US$1,000,000 ($1,378,975) paid on April 4, 2025.

Neolit entered into an option agreement with K2 Mineração e Exportação EIRELI, Super Clássico Comércio, Importação e Exportação Ltda. and Minerales Empreendimentos, Mineração e Participações Ltda. to acquire up to a 90% interest in each of three newly formed special purpose vehicles which collectively hold five mineral claims in the Itinga region. Neolit would initially hold a minority stake in each that can increase up to 90% with an investment of a minimum of R$21,300,000 (approximately $5,300,000) by Q1-2030. As at December 31, 2025, expenditures of approximately R$320,945 ($77,883) had been incurred. The Company terminated the agreement without penalty before December 31, 2025.

Exploration activity

The Company began drilling select targets in April of 2022, and to date has completed over 81,000 metres of drilling at the Itinga properties and over 35,000 metres at the Salinas project, now referred to as the Baixa Grande project, yielding excellent results which were in line with nearby projects and established deposits.

The Company had identified at least twelve different NE-SW trending lithium-bearing spodumene rich pegmatites ("SRP"). These mineralized bodies ranged from 1 to 24 metres in width and traced over a 1 km strike length. The average depth of the mineralized zones intersected to date is approximately 200 metres, however the Company intersected strong lithium grades and thicknesses up to 700 metres down dip. The style of mineralization found to date, characterized by several staked pegmatite vein sets, is consistent with other nearby lithium deposits.

A maiden NI 43-101 MRE was announced for the Bandeira and Galvani deposits in June 2023. In April 2024, the Company completed an updated MRE for the Bandeira deposit, prepared by GE21 Consultoria Mineral Ltda. ("GE21"). In May 2024, the Company announced the results of an NI 43-101 compliant Feasibility Study for Bandeira, prepared by AtkinsRéalis. In May 2025, the Company released an updated MRE for the Bandeira project and in September 2025, an updated Definitive Feasibility Study was reported. Please see Mineral Resources and Definitive Feasibility Study results below.

(in Canadian dollars, unless otherwise noted)

The Baixa Grande Project is located in the lithium-rich Aracuai Pegmatite District, which hosts the largest lithium reserves in Brazil. The Salinas properties are located approximately 100 km north of the Itinga claims. Since acquiring the Baixa Grande project through the Neolit acquisition, the Company completed soil geochemistry to help identify priority drill targets. Drill assay results so far have extended the mineralization at Salinas by at least 250 metres along strike. The Company completed an initial MRE at Salinas, prepared by GE21, in 2024. An updated MRE was completed in January 2025, with the technical report filed on February 27, 2025 (please see Mineral Resources below).

Refer to the Company's news releases on www.sedarplus.ca for drilling highlights and assay results for the diamond drill holes completed to date.

A summary of exploration activity is presented below:

1) Itinga (including Bandeira and Outro Lado)

Soil Samples	9,172	
Rock Samples	794	
Cut Lines (Km)	93.38	
Geological Mapping (Km)	543	
Geological Mapping Points	6,106	
Geological Trench Mapping (Km)	14.86	
Geological Garimpos Mapped	572	
Ground Geophysics (km)	16.44	
Galvani Diamond Drilling (m)	7,954	64 DDH Completed
Bandeira Diamond Drilling (m)	60,278	297 DDH Completed

2) Salinas

Soil Samples	4,810	
Rock Samples	194	
Cut Lines (Km)	15.12	
Geological Mapping (Km)	370	
Geological Mapping Points	5,071	
Geological Trench Mapping (Km)	0	
Geological Garimpos Mapped	102	
Ground Geophysics (km)	2.56	
Salinas Diamond Drilling (m)	35,734	167 DDH Completed

(in Canadian dollars, unless otherwise noted)

Mineral Resource Estimate

On June 27, 2023, the Company announced its maiden NI 43-101 compliant MRE on the Bandeira Project and Outro Lado Project, which was prepared by SGS. The MRE for the Bandeira Project was updated on April 12, 2024 and again on May 6, 2025. This new MRE has been included in the updated Definitive Feasibility Study issued in September 2025.

Mineral Resource Estimate for the Bandeira Project (May 2025)				
Deposit / Cut-Off Grade	Category	Resource (Mt)	Grade (% Li2O)	Contained LCE (kt)
Bandeira (0.5% Li2O)	Measured	3,360,000	1.38	114700
	Indicated	23,910,000	1.33	786400
	Measured + Indicated	**27,270,000**	**1.34**	**901,100**
	Inferred	**18,550,000**	**1.35**	**614,700**

1. The Mineral Resource Estimation (MRE) effective date is November 20, 2024.
2. The MRE has been prepared by Carlos J. E. Silva (MAIG #7868) in conformity with the CIM Estimation of Mineral Resource and Mineral Reserves Best Practices guidelines.
3. The report adheres to the Canadian Securities Administrators' NI 43-101 requirements.
4. Mineral resources are not mineral reserves and have not demonstrated economic viability. There is no certainty that any portion of the mineral resource will be converted into a mineral reserve.
5. Figures are rounded to appropriate levels of precision, and discrepancies may occur due to rounding
6. The spodumene pegmatite domains were modelled using composites with Li_2O grades exceeding 0.3%.
7. Grade estimation was conducted using Ordinary Kriging within Leapfrog software.
8. The MRE is confined to the Lithium Ionic Bandeira Target Claims (ANM) and includes only fresh rock domains.
9. The MRE was constrained by the Reasonable Prospects for Eventual Economic Extraction (RPEEE) using a grade shell with a cut-off of 0.5% Li_2O for underground resources.
10. Inferred mineral resources are conceptual in nature and can only form the basis for economic analyses with further drilling and evaluation.

Maiden Mineral Resource Estimate for the Outra Lado Project (June 2023)				
Deposit / Cut-Off Grade	Category	Resource (tonnes)	Grade (% Li2O)	Contained LCE (t)
Outro Lado (Galvani) Underground (0.8% Li2O)	Measured	2,577,915	1.47	93,691
	Indicated	393,370	1.43	13,908
	Measured + Indicated	**2,971,285**	**1.46**	**107,599**
	Inferred	**415,767**	**1.48**	**15,168**

1. The spodumene pegmatite domains were modeled using composites with Li_2O grades greater than 0.3%
2. The mineral resource estimates were prepared in accordance with the CIM Standards, and the CIM Guidelines, using geostatistical and/or classical methods, plus economic and mining parameters appropriate to the deposit.
3. Mineral Resources are not ore reserves and are not demonstrably economically recoverable.
4. Grades reported using dry density.
5. The effective date of the MRE was October 11, 2023.
6. The MRE numbers provided have been rounded to the estimate relative precision. Values cannot be added due to rounding.
7. The MRE is delimited by Lithium Ionic Bandeira Target Claims (ANM).
8. The MRE was estimated using ordinary kriging in 12m x 12m x 4m blocks.
9. The MRE report table was produced in Leapfrog Geo software.
10. The reported MRE only contains fresh rock domains.
11. The MRE was restricted by grade shell using 0.5% Li_2O cut-off.

On January 14, 2025, the Company announced an updated NI 43-101 compliant MRE on the Baixa Grande Project, prepared by GE21. This incorporates data from 35,734 metres of drilling completed between May 2023 and September 2024. The potential for significant additional lithium-bearing spodumene mineralization at Baixa Grande remains very high with the completion of additional drilling in the area.

(in Canadian dollars, unless otherwise noted)

Mineral Resource Estimate for the Baixa Grande Project (December 2024 Cut-off)				
Deposit / Cut-Off Grade	Category	Resource (Mt)	Grade (% Li2O)	Contained LCE (kt)
Open-pit (0.5% Li2O)	Measured	1.08	1.19	31.86
	Indicated	5.44	1.10	147.72
	Measured + Indicated	**6.52**	**1.11**	**179.58**
	Inferred	**11.67**	**0.97**	**280.73**
Underground (0.5% Li2O)	**Measured + Indicated**	**0.00**	**0.00**	**0.00**
	Inferred	**1.23**	**0.83**	**25.19**
TOTAL	**Measured + Indicated**	**6.52**	**1.11**	**179.58**
	Inferred	**12.90**	**0.96**	**305.92**

1. The spodumene pegmatite domains were modeled using composites with Li_2O grades greater than 0.3%
2. The mineral resource estimates were prepared in accordance with the CIM Standards, and the CIM Guidelines, using geostatistical and/or classical methods, plus economic and mining parameters appropriate to the deposit.
3. Mineral Resources are not ore reserves and are not demonstrably economically recoverable.
4. Grades reported using dry density.
5. The effective date of the MRE is December 2, 2024.
6. The QP responsible for the MRE is geologist Leonardo Soares (MAIG #5180).
7. The MRE numbers provided have been rounded to the estimate relative precision. Values cannot be added due to rounding.
8. The MRE is delimited by Lithium Ionic Baixa Grande Target Claims (ANM).
9. The MRE was estimated using ordinary kriging in 16m x 16m x 4m blocks.
10. The MRE report table was produced in Leapfrog Geo software.
11. The reported MRE only contains Fresh Rock Domains.
12. The reported MRE was restricted by interpreting suitable-grade shells using a 0.5% Li_2O cut-off for both Open pit and Underground resources.
13. The MRE was restricted by a pit shell using a selling price of 2750 US$/t Conc., Mining cost of 2.50 US$/ton mined, processing cost of 12.50 US$/ ton ROM and a selling cost of 112.56 US$/t conc.

Definitive Feasibility Study – Bandeira Project

The Company updated its Bandeira Definitive Feasibility Study on September 17, 2025, filing the resultant technical report on October 31, 2025. Please see the Company's press release dated September 17, 2025 on SEDAR+ or the Company's website for further details. The updated Definitive Feasibility Study was conducted in partnership with R-TEK International, L&M and GE21.

The updated Feasibility Study builds on the original Definitive Feasibility Study released in May 2024, incorporating a larger mineral resource, and optimized mine and plant design while lowering both capital and operating costs. The processing plant and surface facilities were streamlined using industry-standard equipment and proven fabricated modular process plant segments, reducing fabrication and installation costs. Conservative spodumene price forecasts provided by Fastmarkets were used and royalties, taxes and transportation charges were all included.

(in Canadian dollars, unless otherwise noted)

in US$

Project Economics	May-24	Sep-25
Post - Tax NPV_8	$1.31 billion	**$1.45 billion**
Post - Tax IRR	40%	**61%**
Pre - Tax NPV_8	$1.57billion	**$1.72 billion**
Pre - Tax IRR	44%	**68%**
Annual Revenue – Life Of Mine ("LOM") Average	$417 million	**$343 million**
Average Annual After-tax Free Cash Flow	$286 million	**$208 million**
Payback	41 months	**26 months**
Production Profile		
Total Project Life (LOM)	14 years	**18.5 years**
Total LOM production (ore mined)	17.2 Mt	**23.2 Mt**
Nominal Plant Capacity	1.3 Mtpa	**1.5 Mtpa**
Average plant throughput	1.23 Mtpa	**1.29 Mtpa**
Total concentrate production (LOM)	2,493 kt SC5.5 (338 kt LCE)	**3,198 kt SC5.2 (411 kt LCE)**
Run-of-Mine grade, Li2O (mine diluted)	1.16%	**1.10%**
Average Annual Production of Spodumene Concentrate @ 5,5% Li2O	178 ktpa (24.2 ktpa LCE)	**177 ktpa (SC5.2)**
Metallurgical recovery (SPO 5.5% Li2O)	68.9%	**65.3%**
CAPEX AND OPEX		
Initial Capital Costs	$266 million	**$191 million**
Sustaining CAPEX	$81 million	**$100 million**
Operating costs (FOB / t SC5.5)	$444/t	**$378/t**
Economic Assumptions & Parameters		
Spodumene Concentrate Price (5.5% Li_2O; LOM Avg)	$2,277/t	**$2,212/t**
Exchange rate (USD: BRL)	$1.00:$5.07	**$1.00:$5.85**
Discount Rate	8%	**8%**

The updated Bandeira mine plan optimizes the mine schedule with the updated resource estimate to maximize early production while minimizing capital cost associated with development.

The operating model begins with engaging a proven mining contractor for the initial development phase, transitioning to an owner-operated team to minimize life-of-mine operating costs. The process plant flowsheet follows the same proven design principles as peer operations adjacent to Bandeira, ensuring reliability and consistency. The design remains simple, incorporating crushing, screening, dense media separation (DMS), and dewatering. R-TEK's modular design approach uses industry-standard equipment pre-assembled on structural steel at an off-site facility, reducing on-site assembly time and costs. In addition, layout optimizations lower capital intensity by minimizing earthworks and civil construction requirements for plant assembly.

Initial capital costs for the Bandeira Project are estimated at US$191 million including contingency, reduced by approximately 28% from the prior study which had a CAPEX of $266 million. The sustaining capital over the 18.5-year mine life is projected at $100 million. A breakdown of the estimated capital costs is presented below.

	Cost ($M)
Mine	59.2
Surface	107.3
Owner's Cost	4.9
Contingency	19.6
Initial CAPEX	**191.0**

The operating costs of the Bandeira Project are estimated to be US$42.35 per tonne of ore processed. Total site operating costs are estimated at US$378 per tonne of 5.2% Li2O spodumene concentrate produced, placing it competitively among the global lithium industry. A breakdown of the operating costs is presented below.

Operating costs (per tonne of ore processed)	**$42.3/t**
Mining	$26.2/t
Processing	$13.5/t
SG&A	$2.7/t
Operating costs (per tonne of 5.2% LixO spodumene concentrate produced)	**$378/t**
Mining	$190/t
Processing and tailings handling	$98/t
SG&A	$19/t
Capitalzed mining and underground primary development	$70/t
Other costs	
Transportation costs to customer destination (Project mine site to Shanghai Port, China)	$119/t

Sensitivity analyses completed as part of the FS demonstrate that the Project's value is strongly influenced by the selling price of spodumene concentrate. While capital (CAPEX) and operational (OPEX) costs impact the Net Present Value (NPV), their effects are relatively minor compared to concentrate price fluctuations. Given the expected increase in lithium demand, Bandeira is well-positioned to capitalize on favourable market conditions and benefit from rising spodumene prices.

The updated Feasibility Study was completed with the support of representatives of experienced consulting groups including RTEK, Promon, RETA, GE21 and L&M.

The complete NI 43-101 technical report associated with the updated Definitive Feasibility Study can be found on SEDAR+ at www.sedarplus.ca under the Company's issuer profile, as well as the Company's website at www.lithiumionic.com.

Project advancement and optimization opportunities

The Company submitted its application for a Concomitant Environmental License ("LAC", or Licença Ambiental Concomitante) for the Bandeira operation on January 26, 2024. The license is comprised of a preliminary license (LP - Licença Prévia), an installation license (LI – Licença de Instalação), and an Operating License (LO - Licença de Operação).

In February 2025, the Minas Gerais State Secretariat for the Environment and Sustainable Development (SEMAD) issued a positive technical endorsement of the Bandeira Project. During subsequent review by COPAM (the State Council for Environmental Policy of Minas Gerais), a federal prosecutor requested to further evaluate considerations relating to a certain Quilombola traditional community located approximately 11 km north of Bandeira. While this community lies outside of the defined impact zone, the request reflects broader state-wide discussions regarding impact radii and consultation practices, recently raised by the Federal Public Prosecutors Office (MPF) across lithium projects in Minas Gerais. As the State of Minas Gerais remains the competent authority for environmental licensing, it is expected that the prosecutor's queries will be addressed through the state review process before the Bandeira Project returns to COPAM for deliberation. The Company continues to actively engage with all relevant regulatory agencies, community stakeholders, and traditional communities, ensuring full compliance with Brazilian law and addressing evolving expectations transparently and proactively. These broader deliberations present an important opportunity to strengthen regulatory clarity and reinforce environmental, social, and governance standards across Minas Gerais State. The Company remains confident in a positive outcome for the Bandeira Project and in its ability to meet and exceed these evolving requirements.

Basic and detailed engineering activities have been ongoing focused on project optimization and de-risking. Since the completion of the September 2025 feasibility study, the engineering team has been progressing design activities and firming the project capital cost estimate through progressing detailed engineering and issuing firm bid tenders.

With a significant recovery in spodumene prices over Q1 of 2026, the company has seen significant interest in off-take and project finance opportunities. The company continues to work with potential off-takers to generate solutions for economics to satisfy project financing opportunities.

Subject to permit approval, financing and a final investment decision, the Company is anticipating the start of operations to be H2 2027, followed by a normal ramp-up profile for similar scale operations. The schedule incorporates proven technologies, including RTEK's modular plant design, supported by their team's extensive global experience in implementing DMS plants, including successful projects in Brazil.

Sustainability

Lithium Ionic continues to make significant progress in advancing transparent and responsible Environmental, Social, and Governance ("ESG") and sustainability practices, with the goal of aligning its operations with internationally recognized ESG business standards.

In Q1 2026, the Company further strengthened its governance framework through the publication of its *Risk Management Policy* and *Procurement and Supplier Policy,* reinforcing its commitment to structured risk oversight, responsible sourcing, and alignment with ESG best practices across its value chain.

During the same period, Lithium Ionic also continued to strengthen its ESG team with the appointment of Community and Social Relations Manager Andre Vasconcelos and Environment and Permitting Manager Paulo Henrique Lima, enhancing in-country expertise and supporting the Company's growing operational and regulatory requirements.

To uphold high standards of ESG reporting, the Company uses ONYEN Corporation's ESG reporting software, enabling efficient capture, monitoring, and reporting of ESG data in line with globally recognized frameworks. Leveraging this capability, the Company annually publishes its Sustainability Report, ESG Scorecard, and, in 2024, its inaugural TCFD-Aligned Climate Risk Assessment. Together, these reports outline progress in environmental stewardship, community engagement, and the development of key corporate ESG strategies. All reports are available on the Company's website www.lithiumionic.com/sustainability.

Lithium Ionic continues to advance its community outreach efforts, prioritizing transparent communication and engagement with local stakeholders. The Company strengthened relationships in communities surrounding the Bandeira Project through ongoing engagement activities, including educational workshops, community initiatives, and targeted contributions through its Private Social Investment Policy and additional donations to support local needs. Looking ahead, Lithium Ionic will continue to enhance dialogue and collaboration with community groups through the continued implementation of its Social Communication Program and Environmental Education Program (PEA).

Demonstrating its commitment to continuous improvement, Lithium Ionic has also undertaken a self-assessment under the Initiative for Responsible Mining Assurance ("IRMA") Standard for the Bandeira Project. This process evaluates current operational practices against IRMA requirements and prepares the Company for a future audit once production begins. To strengthen this effort, the Company joined the IRMA Mining Group for self-assessing mines, gaining access to valuable industry insights and best practices. In 2025, a Sustainability Committee was established to guide ESG strategy and coordinate cross-departmental initiatives, with a key focus on advancing alignment with the IRMA Standard. One of the Committee's first major undertakings was conducting a comprehensive cross-departmental gap analysis against IRMA requirements to guide the development of clear action plans and strategies.

Lithium Ionic is also signatory to the United Nations Global Compact ("UNGC"), the world's largest corporate sustainability initiative, reaffirming its commitment to the United Nations Sustainable Development Goals and the Compact's Ten Principles relating to human rights, labour, the environment, and anti-corruption. In 2025, the Company published its first UNGC Communication on Progress and joined the UNGC Climate Ambition Accelerator Program, furthering its commitment to climate action and the development of a clear climate strategy as operations advance. The Company is also a member of the International Lithium Association, strengthening its position in the global lithium sector and reinforcing its commitment to responsible industry leadership.

Responsible environmental design included in the updated Feasibility Study includes a mine plan designed to minimize land disturbance and water consumption, supported by a long-term underground mining strategy that reduces dust and noise, optimized processing flowsheet and dry-stacked tailings which are expected to reduce overall water consumption and facilitate faster site rehabilitation to ensure enhanced safety and lower environmental risk versus conventional wet tailings storage.

Looking ahead, the Company remains dedicated to embedding leading ESG standards into its operations and pursuing a systematic approach that drives high performance while fostering sustainable and ethical practices across all areas of the business.

(in Canadian dollars, unless otherwise noted)

Liquidity and Capital Resources

As at December 31, 2025, the Company had working capital of $14,438,133 (December 31, 2024 - $19,025,805). Working capital is a Non-IFRS performance measure. In the mining industry, it is a common Non-IFRS performance measure but does not have a standardized meaning. The Company believes that, in addition to conventional measures prepared in accordance with IFRS, we and certain investors use this information to evaluate the Company's performance and ability to generate cash, profits and meet financial commitments. This Non-IFRS measure is intended to provide additional information and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with IFRS.

	December 31, 2025	December 31, 2024
Current assets:		
Cash and cash equivalents	$ 17,521,608	$ 23,756,282
Amounts receivable	435,263	574,742
Prepaid expenses	696,943	489,108
	18,653,814	24,820,132
Current liabilities:		
Accounts payable and accrued liabilities	4,101,642	5,635,904
Short-term lease liability	114,039	158,423
	4,215,681	5,794,327
Working capital, current assets less current liabilities	$ 14,438,133	$ 19,025,805

On September 29, 2025, the Company closed the first tranche of a non-brokered private placement financing issuing 18,350,141 units of the Company for gross proceeds of $12,845,099. Each unit is comprised of one common share of the Company and one common share purchase warrant. Each warrant entitles the holder to acquire a common share of the Company at an exercise price of $0.90 expiring on September 28, 2027.

On October 3, 2025, the Company closed the second and final tranche of the non-brokered private placement financing through the issuance of 7,739,989 units for gross proceeds of $5,417,992. Each unit is comprised of one common share of the Company and one common share purchase warrant. Each warrant entitles the holder to purchase one common share of the Company at an exercise price of $0.90 per share expiring on October 2, 2027. Certain directors and officers of the Company subscribed for 947,929 units in the second tranche.

In October 2025, the Company issued 7,430,305 shares valued at $5,978,423 to RTEK for the successful completion of the Company's NI 43-101 feasibility study announced on September 17, 2025, as well as targeted CAPEX reduction of US$75.2 million from the Company's May 2024 feasibility study.

In July 2024, the Company completed a royalty arrangement with Appian for gross proceeds of US$20,000,000 ($27,454,000). Transactions costs totaled $1,478,899. The Company granted Appian a gross revenue royalty of 2.25%, with an option to buy back the royalty within the first 5 years for a payment of US$67,500,000 (approximately $91,100,000). The proceeds are intended to support initial development of the Bandeira project. The royalty obligations are secured by charges and share pledges over substantially all current and future assets related to the Bandeira project. The Company classified the royalty arrangement as a liability at amortized cost at December 31, 2025. The royalty-based obligation is recognized as a long-term liability at December 31, 2025.

(in Canadian dollars, unless otherwise noted)

The Company, through its subsidiary MGLIT, is party to right-of-use lease agreements for warehouses and dormitories. These agreements are for terms of between 30 and 36 months. The Company also added a right-of-use lease agreement for office space over a two-year term in Canada during year ended December 31, 2025.

Future payments for right-of-use leases and financing agreements are detailed below:

	Brazil		Canada
	R$	CAD$	CAD$
Payments due within 1 year	280,105	70,082	50,400
Payments due in 1-3 years	36,000	9,007	21,000

The Company has a need for equity financing for working capital and exploration and development of its properties. Because of continuing operating losses, the Company's continuance as a going concern is dependent upon its ability to obtain adequate financing and to reach profitable levels of operation. It is not possible to predict whether financing efforts will be successful or if the Company will attain profitable levels of operation. As such, there is material uncertainty that casts doubt on the Company's ability to continue as a going concern.

Results of Operations

Quarter ended December 31, 2025

During the quarter ended December 31, 2025, the Company recorded a loss of $3,950,758 or $0.02 per share, and comprehensive loss of $109,324. During the comparative period ended December 31, 2024, net loss was $2,900,155 or $0.02 per share and comprehensive income was $6,192.

During the quarter ended December 31, 2025, the Company capitalized expenses related to the Bandeira project, including accretion expense related to the royalty-based obligation. Exploration and evaluation expenses continued to be expensed for non-Bandeira related projects. Exploration and evaluation expenses are presented in the tables below.

Exploration and evaluation	Three months ended December 31, 2025	Three months ended December 31, 2024
Drilling and geophysics	190,897	422,383
Mining licenses and land acquisition	10,410	-
Technical reports	48,837	126,203
Project overhead costs	89,714	113,004
Labour	-	47,764
Land management fees, taxes and permits	2,623	28,599
Professional fees	14,786	47,639
Total exploration and evaluation expenses	**$ 357,267**	**$ 785,592**

Much of the activity during the three months ended December 31, 2025 was focused on project development at Bandeira, which resulted in lower exploration costs for the current period compared to the same period last year. The Company capitalized $5,518,269 (December 31, 2024: $4,476,561) in project development costs during the three months ended December 31, 2025, including $1,461,020 (December 31, 2024: $215,385) in accretion of royalty-based obligations, $22,558 (December 31, 2024: $51,627) in depreciation and lease amortization.

(in Canadian dollars, unless otherwise noted)

Other expenses for the three months ended December 31, 2025 included:

- $2,733,620 in consulting and management fees (December 31, 2024: $870,322),
- $372,783 in professional fees (December 31, 2024: $464,120),
- $167,398 in shareholder communications (December 31, 2024: $247,237),
- $425,996 in office and general (December 31, 2024: $219,921).

Interest and financing fees during the current quarter relate to the outstanding payment for the Neolit acquisition which was due in September 2024. The Company recognized a foreign exchange gain during the quarter of $155,477 compared to a loss of $450,013 during the quarter ended December 31, 2024.

Year ended December 31, 2025

During the year ended December 31, 2025, the Company recorded a loss of $3,912,322 or $0.02 per share, and comprehensive loss of $147,075. During the comparative year ended December 31, 2024, net loss was $29,191,978 or $0.19 per share, and comprehensive income was $6,192.

During the year ended December 31, 2025, the Company capitalized expenses related to the Bandeira project, including accretion expense related to the royalty-based obligation. During the comparative year ended December 31, 2024, the Company commenced capitalization in July 2024. Exploration and evaluation expenses continued to be expensed for non-Bandeira related projects. Exploration and evaluation expenses are presented in the tables below.

Exploration and evaluation		
	Years ended December 31, 2025	Years ended December 31, 2024
Acquisition of Neolit property	$ -	$ 6,115,175
Drilling and geophysics	710,637	6,600,784
Mining licenses and land acquisition	145,355	902,547
Technical reports	270,678	2,000,517
Project overhead costs	304,873	1,035,152
Labour	2,009	1,182,677
Land management fees, taxes and permits	36,706	274,567
Professional fees	35,411	234,112
Total exploration and evaluation expenses	**$ 1,505,669**	**$ 18,345,531**

Much of the activity during the year ended December 31, 2025 was focused on project development at Bandeira, which resulted in lower exploration costs for the current year compared to the last year. The Company capitalized $25,544,545 (December 31, 2024: $7,083,245) in project development costs during the year ended December 31, 2025, including $6,715,566 (December 31, 2024: $2,647,688) in accretion of royalty-based obligations, $154,765 (December 31, 2024: $104,268) in depreciation and $20,182 (December 31, 2024: $7,044) in lease amortization. The Company issued 7.4 million shares valued at $6 million to RTEK in October 2025 as a consideration for the successful completion of the Company's NI 43-101 feasibility study announced on September 17, 2025 as well as targeted CAPEX reduction of US$75.2 million from the Company's May 2024 feasibility study.

(in Canadian dollars, unless otherwise noted)

Other expenses for the year ended December 31, 2025 included:

- $5,660,387 in consulting and management fees (December 31, 2024: $5,398,620). During the comparative year, bonuses were granted upon the successful completion of the Company Feasibility Study in May 2024,
- $1,326,210 in professional fees (December 31, 2024: $2,257,198). During the comparative year, the Company paid a break fee related to an abandoned financing deal,
- $830,617 in share-based compensation (December 31, 2024: $612,300).

A gain on remeasurement of the royalty-based obligation of $6,835,212 was recognized during the year ended December 31, 2025 on account of updated expected cash flows as estimated from the updated Definitive Feasibility Study.

During the year ended December 31, 2025, $286,935 in interest income was earned (December 31, 2024: $341,332). Interest and financing fees during the current year relate to the outstanding payment for the Neolit acquisition which was due in September 2024. The Company recognized a foreign exchange gain during the year ended December 31, 2025 of $649,552 compared to a loss of $551,834 during the year ended December 31, 2024.

Annual information

	2025	2024	2023
Interest income	$ 286,935	$ 341,332	$ 819,940
Loss	(3,912,322)	(29,191,978)	(64,324,163)
Other comprehensive (loss) gain	(147,075)	6,192	-
Loss per share, basic and diluted	(0.02)	(0.19)	(0.50)

Summary of quarter results

The following table presents selected financial information for each of the most recent eight quarters:

Period	Interest income $	Income (loss) $	Other comprehensive income (loss) $	Net comprehensive income (loss) $	Income (loss) per share, basic and diluted $
Q4- December 2025	57,643	(3,950,758)	(109,324)	(4,060,082)	(0.02)
Q3- September 2025	12,478	4,627,814	(24,973)	4,602,841	0.03
Q2- June 2025	31,069	(1,818,244)	(12,965)	(1,831,209)	(0.01)
Q1- March 2025	185,745	(2,771,134)	187	(2,770,947)	(0.02)
Q4- December 2024	145,812	(2,900,155)	6,192	(2,893,963)	(0.02)
Q3- September 2024	103,264	(4,567,961)	-	(4,567,961)	(0.03)
Q2- June 2024	23,519	(14,817,785)	-	(14,817,785)	(0.10)
Q1- March 2024	68,737	(6,906,077)	-	(6,906,077)	(0.05)

Income/(Loss) and comprehensive income/(loss) fluctuates in response to the level of exploration carried out and can vary period to period. Exploration expenditures are expensed to loss and comprehensive loss as incurred. Exploration activity in particular was higher during 2023 with higher drilling levels and the release of the PEA. In Q2-2024, the Company acquired the remaining portion of the Baixa Grande project, which was also treated as an asset acquisition, resulting in an increase to loss during that period. During Q3-2024, the Company began capitalizing development costs related to the Bandeira project, which reduced the impact on net loss on the subsequent quarters. Income recognized in Q3-2025 resulted from a remeasurement of the royalty-based obligation.

Cash flows

Year ended December 31, 2025

During the year ended December 31, 2025, the Company used cash of $11,057,168 in operating activities (year ended December 31, 2024: $21,047,931) as discussed above. Non-cash working capital used $875,995 during the year ended December 31, 2025 (year ended December 31, 2024: provided $893,394). The net change in non-cash working capital reported on the cash flow statement identifies the changes in current assets and current liabilities that occurred during the year. An increase in a liability (or a decrease in an asset) is a source of funds, while a decrease in a liability (or an increase in an asset) account is a use of funds.

During the year ended December 31, 2025, investing activities used $12,828,281 in cash (year ended December 31, 2024: $8,461,885). As the Company began capitalizing development costs during Q3-2024, $12,801,287 in cash expenditures was capitalized for the year ended December 31, 2025 (December 31, 2024: 4,324,245). The Company also acquired $26,994 in equipment during the current year (December 31, 2024: $46,317). During the comparative year ended December 31, 2024, the Company paid $4,115,175 to acquire the remaining 15% of the Salinas properties.

During the year ended December 31, 2025, cash provided by financing activities was $18,519,687 (December 31, 2024: $41,026,944). The Company raised proceeds of $18,263,091 in equity financings incurring costs of issue of $618,674 during the year ended December 31, 2025 (December 31, 2024: $15,992,800 less $741,099 in issue costs). During the year ended December 31, 2025, warrants were exercised generating cash of $1,125,600 (December 31, 2024: $86,678). The Company received proceeds of $27,454,000 from a royalty arrangement during the comparative year ended December 31, 2024, and received proceeds of $600,000 from a short-term promissory note repaying this note within the same year. Lease payments accounted for $250,240 of cash used during the current year compared to $286,536 during the comparative year.

The effect of exchange rate changes on cash held in foreign currency used $868,912 (December 31, 2024: provided $1,071,351) in cash.

FINANCIAL INSTRUMENTS

Financial instruments recorded at fair value on the statement of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

a) Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities;
b) Level 2 - Inputs other than quoted prices that are observable for assets or liabilities, either directly or indirectly; and
c) Level 3 - Inputs for assets and liabilities that are not based on observable market data.

The fair value hierarchy requires the use of observable market inputs whenever such inputs exist. A financial instrument is classified to the lowest level of the hierarchy for which a significant input has been considered in measuring fair value. The Company's financial instruments recorded at fair value fall under level 1.

The Company's financial instruments include cash and cash equivalents, and accounts payable and accrued liabilities whose carrying values reported in the statement of financial position approximate their respective fair values due to the relatively short-term nature of these instruments. Management believes the carrying value of lease liabilities approximate fair value. The Company's royalty-based obligations are recognized at amortized cost, which management believes approximates fair value.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

(a) *Credit risk*

Counterparty credit risk is the risk that the financial benefits of contracts with a specific counterparty will be lost if a counterparty defaults on its obligations under the contract. This includes any cash amounts owed to the Company by those counterparties, less any amounts owed to the counterparty by the Company where a legal right of set-off exists and also includes the fair values of contracts with individual counterparties which are recorded in the financial statements.

a. *Trade credit risk*
The Company is not exposed to significant trade credit risk.

b. *Cash and cash equivalents*
In order to manage credit and liquidity risk the Company's policy is to invest only in highly rated investment grade instruments. Limits are also established based on the type of investment, the counterparty and the credit rating.

(b) *Currency risk*

Currency risk is the risk that the fair value of, or future cash flows from, the Company's financial instruments will fluctuate because of changes in foreign exchange rates. The Company's foreign currency risk arises primarily with respect to the Brazilian real (BRL) from its property interests in Brazil, and US dollars from some corporate operations. Fluctuations in the exchange rates between these currencies and the Canadian dollar could have a material effect on the Company's business, financial condition and results of operations. The Company does not engage in any hedging activity to mitigate this risk.

As at December 31, 2025, the Company had the following financial instruments denominated in foreign currency (expressed in Canadian dollars):

December 31, 2025

	Brazilian reals	US dollars
Cash	$ 494,402	$ 4,731,854
Accounts payable and accrued liabilities	(718,886)	(2,055,917)
Lease liabilities	(75,872)	-
Royalty-based obligations	-	(28,483,333)
	$ (300,356)	$ (25,807,396)

December 31, 2024

	Brazilian reals	US dollars
Cash	$ 949,169	$ 22,351,242
Accounts payable and accrued liabilities	(411,005)	(4,071,670)
Lease liabilities	(211,015)	-
Royalty-based obligations	-	(29,883,715)
	$ 327,149	$ (11,604,143)

A 10% strengthening (weakening) of the Canadian dollar against the Brazilian real would decrease (increase) net loss and comprehensive loss by approximately $30,000 (December 31, 2024 - $33,000).

A 5% strengthening (weakening) of the Canadian dollar against the US dollar would decrease (increase) net loss and comprehensive loss by approximately $1,290,000 (December 31, 2024 - $581,000).

(c) *Liquidity risk*

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. At December 31, 2025, the Company had a cash and cash equivalents balance of $17,521,608 (December 31, 2024 - $23,756,282) to settle current liabilities of $4,215,681 (December 31, 2024 - $5,794,327). Of the current liabilities, approximately $3.2 million have contractual maturities of less than 30 days and are subject to normal trade terms.

(d) *Commodity / equity price risk*

The Company is exposed to price risk with respect to commodity and equity prices. Equity price risk is defined as the potential adverse impact on the Company's earnings due to movements in individual equity prices or general movements in the level of the stock market. Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Company closely monitors commodity prices, as they relate to lithium, individual equity movements and the stock market to determine the appropriate course of action to be taken by the Company. Commodity price risk is remote at this time as the Company is not a producing entity.

Critical Accounting Policies

The Company's significant accounting policies are described in Note 3 of the Company's consolidated financial statements for the year ended December 31, 2025. The preparation of statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these estimates. The following is a list of the accounting policies that management believes are critical, due to the degree of uncertainty regarding the estimates and assumptions involved and the magnitude of the asset, liability or expense being reported:

- Foreign currencies
- Exploration and evaluation properties
- Classification of royalty as a royalty-based obligation

Foreign currencies

The Foreign currency translation presentation and functional currency of the Company and its Brazilian subsidiaries is the Canadian dollar. The functional currency of the Company's Cayman subsidiary is the US dollar.

Transactions in currencies other than the functional currency are recorded at the rates of exchange prevailing on the dates of the transactions. At each financial position reporting date, monetary assets and liabilities that are denominated in foreign currencies are translated at the rates prevailing at the date of the statement of financial position. Exchange differences are recognized in operations in the period in which they arise.

The Company also makes expenditures and incurs costs in Brazilian reals ("BRL"). At December 31, 2025, one Canadian dollar was worth BRL 3.9968 (December 31, 2024 - BRL 4.2974). During the year ended December 31, 2025, the average value of one Canadian dollar was BRL 3.9959 (December 31, 2024 - BRL 3.9170).

The Company also makes expenditures and incurs costs in United States dollars ("US$"). At December 31, 2025, one US dollar was worth Canadian dollar 1.3706 (December 31, 2024 – $1.4389). During the year ended December 31, 2025, the average value of one US dollar was Canadian dollar 1.3978 (December 31, 2024 - $1.3698).

Project evaluation expenses

The Company expenses exploration and evaluation expenses as incurred. Exploration and evaluation expenses include acquisition costs of mineral property rights and exploration and evaluation activities. Once a project has been established as commercially viable and technically feasible, related development expenditures are capitalized. This includes costs incurred in preparing the site for mining operations. Capitalization ceases when the mine is capable of commercial production.

During Q3-2024, the Company considered a) the completion of the feasibility study and b) the royalty agreement with Appian which is restricted to funding the initial development of the project, and concluded technical feasibility and commercial viability was achieved. As such, effective July 2024, the Company commenced capitalizing development costs related to the Bandeira project.

Classification of royalty as a royalty-based obligation

With respect to the Company's royalty agreement in July 2024, management assessed the royalty as a financial liability taking into account 1) that the royalty obligations are secured by charges and share pledges over substantially all current and future assets relating to the Bandeira project, 2) a termination amount is payable in the event of default, and 3) the arrangement includes a buy-back option. Estimates on expected timing and amount of cash flows were used to determine the value of the liability, which were based on technical information from the Feasibility Study. The royalty was initially measured as cash proceeds net of transaction costs and subsequently measured at amortized cost. A discount rate of 22.5% was determined by calculating the internal rate of return of the expected cash flows.

Commitments and Contingencies

The Company's exploration activities are subject to various laws and regulations governing the protection of the environment and indigenous groups. These laws and regulations are continually updated and may become more restrictive. The Company believes its operations are materially in compliance with all applicable laws and regulations. The Company expects to make expenditures to comply with such laws and regulations.

The Company is subject to various claims, lawsuits and other complaints arising in the ordinary course of business. The Company records provisions for losses when claims become probable and the amounts are estimable.

The Company, through its subsidiary MGLIT, is contesting a decision by the Agência Nacional de Mineração ("**ANM**") which reduced the area of one of its Bandeira claims. The Company has filed a lawsuit seeking to invalidate ANM's decision. The court granted an interlocutory relief suspending its effects. In compliance with the court order, ANM reincorporated the reduced area into MGLIT's claim and restored its original extension. The lawsuit is currently at the stage of production of evidence.

The Company is party to certain management contracts. As of December 31, 2025, these contracts require payments of approximately $7,449,000 (December 31, 2024 - $9,850,000) to be made upon the occurrence of a change of control to the officers and consultants of the Company. The Company is also committed to payments upon termination of approximately $2,543,000 (December 31, 2024 - $2,770,000) pursuant to the terms of these contracts as at December 31, 2025. As a triggering event has not taken place at December 31, 2025, these amounts have not been recorded in these consolidated financial statements.

Subject to the amended agreement to acquire now one mineral claim from Mineracao Borges Ltda., upon producing an independent NI 43-101 compliant MRE on the claim of 2 million tons of Li_2O content over 1.3% by June 5, 2026, the Company shall pay an additional R$7,000,000. The Company is in the process of obtaining an extension with respect to the above milestone. As at December 31, 2025, no determination has been made in this regard and no amount has been accrued related to this contingent arrangement.

In connection with the Company's agreement to acquire a 100% interest in the Vale Litio claims, the Company has paid R$125,000 on January 20, 2026, and is scheduled to pay R$125,000 on July 20, 2026 and R$29,450,000 on or before January 20, 2027 to acquire the remaining 91.25% interest. As well, if the Company establishes a NI 43-101 compliant MRE on the Vale Litio claims of at least six million tonnes with an average content greater than 1.3% Li2O, the Company shall pay Exotic a cash bonus of R$10,000,000. If the Company terminates this agreement, it will be required to conduct a minimum of 3,000 metres of diamond drilling in the claims area by January 20, 2027 or pay a fine of R$5,000,000. This drilling obligation is waived if the acquisition is completed.

Subject to the acquisition of Neolit, 1,500,000 warrants were issued as part of the consideration are exercisable at a price of $2.25 until March 10, 2026 and only vest if the Company establishes an independent NI 43-101 compliant MRE on the Baixa Grande Project of at least 20 million tonnes with an average grade greater than 1.3% Li_2O. The Warrants were not exercised and expired on March 10, 2026.

Transactions with Related Parties

As at December 31, 2025, an amount of approximately $521,000 (December 31, 2024 - $571,000), included in accounts payable and accrued liabilities, was owed to directors and officers of the Company. This includes some unbilled bonuses granted upon the successful completion of the Feasibility Study in June 2024. Such amounts are unsecured and non-interest bearing. As well, related to the Neolit acquisition, an amount of US$1,500,000 ($2,055,900) is owed to an officer of the Company, this amount being interest bearing.

During the year ended December 31, 2025, the Company paid $168,463 (December 31, 2024: $154,603) to Troilus Mining Corp. for office space, administrative services and reimbursable costs. As at December 31, 2025, a balance of $10,744 (December 31, 2024: $24,860) is payable to Troilus Mining Corp. Mr. Tom Olesinski, the Company's Chief Financial Officer, is a Director of Troilus Mining Corp, and Mr. Ian Pritchard, a Director of the Company, is an officer of Troilus Mining Corp.

The Company paid $11,855 (December 31, 2024: $Nil) during the year ended December 31, 2025 to T & L Consulting for office administrative services. As at December 31, 2025, no amounts are owed to T & L Consulting. Mr. Tom Olesinski is an owner of T & L Consulting.

Also during the year ended December 31, 2025, the Company paid $29,623 (December 31, 2024: $37,611) to Falcon Metais Ltda. for various administrative services. As at December 31, 2025, a balance of $nil (December 31, 2024: $nil) is payable to Falcon Metais Ltda., while a balance of $901 (December 31, 2024: $2,331) is recorded as prepaid expense. Mr. Helio Diniz is an officer of Falcon Metais Ltda.

(in Canadian dollars, unless otherwise noted)

During 2023, the Company entered into an agreement with Valitar, an entity controlled by the Company and in which Mr. Helio Diniz indirectly owns a 90% interest and of which he is an officer, for a non-revolving credit facility of R$10,000,000 ($2,502,000), with the full facility drawn down at December 31, 2025. The purpose of this facility was to pay for the acquisition of surface rights in Brazil by Valitar. The facility is repayable in full on June 2, 2026 and carries an interest rate of 1% per annum. The Company is in the process of rescheduling the date of payment. It is anticipated that Valitar will authorize MGLIT to perform mineral activities on its properties and upon commencement of production, MGLIT will pay royalties to Valitar. The loan facility has been eliminated on consolidation.

Compensation of key management personnel of the Company

In accordance with IAS 24, key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company directly or indirectly, including any directors (executive and non-executive) of the Company. During the three months and the year ended December 31, 2025 and 2024, the remuneration of directors and other key management personnel is as follows:

	Three months ended December 31,		Years ended December 31,	
	2025	2024	2025	2024
Management and Consulting fees	$ 2,349,926	$ 752,820	$ 4,797,260	$ 4,887,881
Share-based compensation	-	-	-	423,150
Total	**$ 2,349,926**	**$ 752,820**	**$ 4,797,260**	**$ 5,311,031**

Off-balance sheet arrangements

As of the date of this MD&A, the Company does not have any off-balance-sheet arrangements that have, or are reasonably likely to have, a current or future effect on the financial performance or financial condition of the Company, including, and without limitation, such considerations as liquidity and capital resources.

Risk Factors

Mining exploration inherently contains a high degree of risk and uncertainty, which even a combination of careful evaluation, experience and knowledge may not eliminate. The following are certain factors relating to the business of the Company, which investors should carefully consider when making an investment decision concerning the Company's shares. These risks and uncertainties are not the only ones facing the Company. Additional risks and uncertainties not presently known that the Company currently deems immaterial, may also impair the operations of the Company. If any such risks occur, the financial condition, liquidity and results of operations of the Company could be materially adversely affected and the ability of the Company to implement its growth plans could be adversely affected. An investment in the Company is speculative. An investment in the Company will be subject to certain material risks and investors should not invest in securities of the Company unless they can afford to lose their entire investment. The following is a description of certain risks and uncertainties that may affect the Company.

Substantial Capital Requirements and Liquidity

Substantial additional funds for the establishment of the Company's current and planned operations will be required. No assurances can be given that the Company will be able to raise the additional funding that may be required for such activities, should such funding not be fully generated from operations. Mineral prices, environmental rehabilitation or restitution, current financial conditions, revenues, taxes, capital expenditures, operating expenses and geological results are all factors which will have an impact on the amount of additional capital that may be required. To meet such funding requirements, the Company may be required to undertake additional equity financing, which would be dilutive to shareholders. Debt financing, if available, may also involve restrictions on financing and operating activities. There is no assurance that additional financing will be available on terms acceptable to the Company or at all. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and pursue only those projects that can be funded through cash flows generated from its existing operations, if any.

Financing Risks and Dilution to Shareholders

The Company will have limited financial resources, no operations, and no revenues. Even if the Company's exploration program on one or more of the properties is successful, additional funds will be required for the purposes of further exploration and development. There can be no assurance that the Company will be able to obtain adequate financing in the future or that such financing will be available on favourable terms or at all. It is likely such additional capital will be raised through the issuance of additional equity which would result in dilution to the Company's shareholders.

Limited Operating History

The Company is a relatively new company with limited operating history. The Company only recently acquired its interest in its material properties and the Company has no history of business or mining operations, revenue generation or production history. The Company has yet to generate a profit from their activities. The Company will be subject to all the business risks and uncertainties associated with any new business enterprise, including the risk that it will not achieve its growth objective. The Company anticipates that it may take several years to achieve positive cash flow from operations.

Calculation of Mineral Resources and Mineral Reserves

There is a degree of uncertainty attributable to the calculation and estimates of resources and reserves and the corresponding metal grades to be mined and recovered. Until resources and reserves are actually mined and processed, the quantities of mineralization and metal grades must be considered as estimates only. Any material change in the quantity of mineral resources and/or reserves, grades and recoveries may affect the economic viability of the Company's operations.

Fluctuating Mineral Prices

The economics of mineral exploration are affected by many factors beyond the Company's control, including commodity prices, the cost of operations, variations in the grade of minerals explored and fluctuations in the market price of minerals. Depending on the price of minerals, the Company may determine that it is impractical to continue a mineral exploration operation.

Mineral prices are prone to fluctuations and the marketability of minerals is affected by government regulation relating to price, royalties, allowable production and the importing and exporting of minerals, the effect of which cannot be accurately predicted. There is no assurance that a profitable market will exist for the sale of any minerals that may be found on the Company's properties.

Regulatory, Permit and License Requirements

The current or future operations of the Company require permits from various governmental authorities, and such operations are and will be governed by laws and regulations that may concern, among other things, exploration, development, production, taxes, labour standards, occupational health, waste disposal, toxic substances, land use, environmental protection, site safety and other matters. Companies engaged in the exploration and development of mineral properties generally experience increased costs and delays in development and other schedules because of the need to comply with applicable laws, regulations and permits. There can be no assurance that all permits which the Company may require for facilities and the conduct of exploration and development operations on its properties will be obtainable on reasonable terms, or that such laws and regulations will not have an adverse effect on any exploration or development project which the Company might undertake.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions. Parties engaged in exploration and development operations may be required to compensate those suffering loss or damage by reason of the exploration and development activities and may have civil or criminal fines or penalties imposed upon them for violation of applicable laws or regulations. Amendments to current laws, regulations and permits governing operations and activities of mineral companies, or more stringent implementation thereof, could have a material adverse impact on the Company and cause increases in capital expenditures or exploration and development costs, or require abandonment or delays in the development of new or existing properties.

Title to Properties

Acquisition of title to mineral properties is a very detailed and time-consuming process. Title to, and the area of, mineral properties may be disputed. The Company cannot give an assurance that title to some or all the Company's interest in its properties will not be challenged or impugned. Mineral properties sometimes contain claims or transfer histories that examiners cannot verify. A successful claim that the Company does not have the interest it understands it has in its properties could cause the Company to lose any rights to explore, develop and mine any minerals on such properties without compensation for its prior expenditures relating thereto.

Competition

The mineral exploration and development industry is highly competitive. The Company will have to compete with other companies, many of which have greater financial, technical and other resources than the Company, for, among other things, the acquisition of minerals claims, leases and other mineral interests, as well as for the recruitment and retention of qualified employees and other personnel. Failure to compete successfully against other companies could have a material adverse effect on the Company and its prospects.

Reliance on Management and Dependence on Key Personnel

The success of the Company will be largely dependent upon the performance of its directors and officers and the ability to attract and retain key personnel. The loss of the services of these persons may have a material adverse effect on the Company's business and prospects. The Company will compete with numerous other companies for the recruitment and retention of qualified employees and contractors. There is no assurance that the Company can maintain the service of its directors and officers, or other qualified personnel required to operate its business. Failure to do so could have a material adverse effect on the Company and its prospects.

Environmental Risks

The Company's exploration and appraisal programs will, in general, be subject to approval by regulatory bodies. Additionally, all phases of the exploration, development and mining business present environmental risks and hazards and are subject to environmental regulation pursuant to a variety of international conventions and national and local laws and regulations. Environmental legislation provides for, among other things, restrictions and prohibitions on spills, releases or emissions of various substances produced in association with exploration, development and mining operations. The legislation also requires that wells and facility sites be operated, maintained, abandoned and reclaimed to the satisfaction of applicable regulatory authorities. Compliance with such legislation can require significant expenditures and a breach may result in the imposition of fines and penalties, some of which may be material. Environmental legislation is evolving in a manner expected to result in stricter standards and enforcement, larger fines and liability and potentially increased capital expenditures and operating costs.

Local Resident Concerns

Apart from ordinary environmental issues, the exploration, development and mining of the Company's properties could be subject to resistance from local residents, indigenous groups or nongovernmental organizations that could either prevent or delay exploration and development of the properties.

Foreign Operations

The Company's properties are located in Brazil. As such, the Company's proposed activities with respect to its properties will be subject to governmental, political, economic and other uncertainties, including but not limited to expropriation of property without fair compensation, repatriation of earnings, nationalization, currency fluctuations and devaluations, exchange controls and increases in government fees, renegotiation or nullification of existing concessions and contracts, changes in taxation policies, economic sanctions and the other risks arising out of foreign governmental sovereignty over the areas in which the Company's operations will be conducted, as well as risks including loss due to civil strife, acts of war, insurrections and the actions of national labour unions. Future government actions concerning the economy, taxation, or the operation and regulation of nationally important facilities such as mines, could have a significant effect on the Company. No assurances can be given that the Company's plans and operations will not be adversely affected by future developments in Brazil. Any changes in regulations or shifts in political attitudes will be beyond the Company's control and may adversely affect the Company's business.

Uninsurable Risks

Exploration, development and production operations on mineral properties involve numerous risks, including unexpected or unusual geological operating conditions, rock bursts, cave-ins, fires, floods, earthquakes and other environmental occurrences, any of which could result in damage to, or destruction of, equipment and mines, damage to life or property, environmental damage and possible legal liability. Although precautions to minimize risk will be taken, operations are subject to hazards that may result in environmental pollution and consequent liability that could have a material adverse impact on the business, operations and financial performance of the Company. It is not always possible to obtain insurance against all such risks and the Company may decide not to insure against certain risks as a result of high premiums or other reasons. Should such liabilities arise, they could have an adverse impact on the Company's results of operations and financial condition and could cause a decline in the value of the Company securities.

Litigation

The Company and/or its directors or officers may be subject to a variety of civil or other legal proceedings, with or without merit.

Outstanding Share Data

As at the date of this MD&A, the Company has:

1) 197,301,209 common shares outstanding.
2) 23,811,559 warrants outstanding, with expiry dates ranging from September 29, 2027 to October 3, 2027. If all the warrants were exercised, 23,811,559 shares would be issued for gross proceeds of $21,430,403.
3) 18,077,000 options outstanding, with expiry dates ranging from April 20, 2027 to July 11, 2029. If all the options were exercised, 18,077,000 shares would be issued for gross proceeds of $20,106,880.
4) 10,625,000 RSUs outstanding which vest on dates ranging from January 14, 2027 to January 14, 2029.

SUBSEQUENT EVENTS

Offtake agreements

On March 25, 2026, the Company executed binding five-year take-or-pay offtake agreements with Sichuan Yahua Industrial Group Co., Ltd. ("Yahua Group") and Grand Chen Resources Pte. Ltd. ("Grand Chen"), two vertically integrated global lithium-ion battery materials producers. Under the agreements, the Company will supply a combined 170,000 tonnes per annum of spodumene concentrate from the Company's Bandeira Lithium Project in Minas Gerais, Brazil.

The agreements establish a minimum price of US$1,000 per tonne (based on a 6% spodumene concentrate grade) with no maximum price cap, and pricing will be indexed to prevailing market reference prices with no discount. Management believes this structure provides both downside protection and full exposure to lithium price upside.

In connection with the offtake agreements, Yahua Group and Grand Chen have agreed to provide the Company with US$20 million in combined pre-payment facilities, subject to the execution of definitive agreements on market-standard terms. The facilities are expected to support the advancement of the Bandeira Project toward a potential construction decision and provide a source of non-dilutive funding.

Management considers the execution of these agreements a significant milestone in the development of the Bandeira Project. The commitments from established global counterparties provide third-party validation of the quality of the Company's planned spodumene concentrate, strengthen the commercial and financial de-risking of the Project, and are expected to enhance ongoing project financing efforts.

Regulatory Matters and Corporate Governance

On April 10, 2026, the Ontario Securities Commission announced enforcement proceedings involving another reporting issuer, certain of its directors and officers, and an individual related to the alleged misconduct. Certain individuals named in that proceeding have current or former associations with the Company. The Company is not a respondent in the OSC proceeding, no allegations have been made against the Company, and no orders or remedies have been sought against it. The allegations remain unproven.

The Company has confirmed that it holds valid and registered title to its Brazilian mineral claims, including its 100%-owned Bandeira Lithium Project, supported by independent legal title opinions and publicly available records maintained by Brazil's National Mining Agency. These records do not indicate prior ownership by the issuer referenced in the OSC proceeding.

In response to the OSC announcement, the Board of Directors established a Special Committee composed solely of independent directors to oversee the Company's communications, disclosure, and governance response relating to this matter.

Subsequent to December 31, 2025, and following the OSC announcement, all who were involved or named in the OSC proceeding tendered their resignations from the Board of Directors. These resignations are being made in the interest of maintaining effective governance, preserving Board independence, and minimizing potential distraction to the Company, and do not constitute, and should not be interpreted as, admission of guilt, liability, or wrongdoing by any individual. The Company is in the process of implementing a board transition plan that aligns with best practices in corporate governance and applicable stock exchange requirements.

As a result of the OSC proceedings involving certain former directors and officers and the related governance matters addressed above, the Company's preparation and completion of its audited annual financial statements experienced delays. The Company filed the temporary management cease trade order (MCTO) application with the OSC due to an anticipated delay in filing its audited annual financial statements and MD&A for the year ended December 31, 2025, and the certification of the foregoing filings as required by National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* (collectively, the "**Required Filings**"). The Required Filings were required to be filed by April 30, 2026. The OSC has accepted the Company's application.

The MCTO prohibits the chief executive officer and the chief financial officer of the Company (collectively, the "**Restricted Persons**") from trading in securities of the Company for so long as the Required Filings are not filed and the MCTO remains in effect. The issuance of the MCTO does not affect the ability of persons other than the Restricted Persons to trade in the Company's securities.

Management believes that the actions taken, including Board and officer changes, enhanced governance oversight, and engagement with regulators, demonstrate the Company's commitment to transparency, regulatory compliance, and the protection of shareholder interests.

Management does not believe these changes will materially impact the Company's ability to execute its strategic objectives, including advancement of the Bandeira Lithium Project.

Although the Company is not a party to the OSC proceedings, the matter could result in increased scrutiny from regulators, investors, and other stakeholders, as well as reputational risk or additional professional fees. There can be no assurance that such indirect effects will not occur. The Company will continue to monitor developments and may update its disclosure as additional information becomes available.

In light of the foregoing, management has undertaken a review of the Company's disclosure controls and procedures and believes they remain adequate and effective to ensure that material information relating to the Company is disclosed accurately, timely, and in compliance with applicable securities legislation.

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING INFORMATION

This MD&A contains, or incorporates by reference, "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information includes, but is not limited to, statements with respect to the future performance of Lithium Ionic, Lithium Ionic's mineral properties, the future price of lithium, the estimation of mineral resources and mineral reserves, results of exploration activities and studies, the realization of mineral resource estimates, exploration activities, costs and timing of the development of new deposits, the acquisition of additional mineral resources, the results of future exploration and drilling, costs and timing of future exploration of the mineral projects, requirements for additional capital, management's skill and knowledge with respect to the exploration and development of mining properties in Brazil, government regulation of mining operations and exploration operations, timing and receipt of approvals and licenses under mineral legislation, the Company's local partners, and environmental risks and title disputes. In certain cases, forward-looking statements can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "believes", or variations (including negative variations) of such words and phrases, or state that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Such factors include, among others, risks associated with the Company's dependence on the mineral projects; general business, economic, competitive, political and social uncertainties; the actual results of current exploration activities; risks associated with dependence on key members of management; conclusions of economic evaluations and studies; currency fluctuations (particularly in respect of the Canadian dollar, the United States dollar, the Brazilian real and the rate at which each may be exchanged for the others); future prices of lithium; uncertainty in the estimation of mineral resources; exploration and development risks; infrastructure risks; inflation risks; defects and adverse claims in the title to the projects; accidents, political instability, insurrection or war; labour and employment risks; changes in government regulations and policies, including laws governing development, production, taxes, royalty payments, labour standards and occupational health, safety, toxic substances, resource exploitation and other matters; delays in obtaining governmental approvals or financing or in the completion of development or construction activities; insufficient insurance coverage; the risk that dividends may never be declared; and liquidity and financing risks related to the global economic crisis. Such forward-looking statements are based on a number of material factors and assumptions, including; that contracted parties provide goods and/or services on the agreed timeframes; that ongoing contractual negotiations will be successful and progress and/or be completed in a timely manner; that no unusual geological or technical problems occur; that plant and equipment work as anticipated and that there is no material adverse change in the price of lithium. Although the Company has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results to differ from those anticipated, estimated, or intended. Forward-looking statements contained herein are made as of the date of this MD&A. There can be no assurance that the forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements due to the inherent uncertainty therein.