

9/200 St Georges Terrace Perth WA 6000 T / +61 (8) 9216 7100

 Your Ref:
 Allion Partners Pty Ltd

 Our Ref:
 GTN:240007

 ABN: 43 109 326 463

Ms Jessica Bos Mining Recording Manager Mining Recorder's Office, Mineral and Petroleum Resources Division Suite 207, Scotia Centre 2nd Floor 5102, 50th Avenue Yellowknife, NT X1A 2L9

6 October 2023

Dear Ms Bos

#### Loyal Lithium Limited

We are the Australian solicitors for Loyal Lithium Limited (**Loyal**), an Australian incorporated public company listed on the Australian Securities Exchange.

We write to you in connection with Loyal's application for land use permits for the following recorded claims located in Northwest Territories, Canada (**Recorded Claims**):

Claim Name	Claim Number	Size (ha)	Expiry Date
HID 1	K19925	410.14	3/1/2026
HID 2	K19926	692.15	3/1/2026
HID 3	K19927	500	3/1/2026
HID 4	K06903	48	6/30/2026
HID5	K06959	9	6/30/2026
MON - 1	M12265	841	12/14/2024

#### In this letter:

- recorded claims HID 1 to HID 5 are referred to as the PMET Claims (previously 92 Resources Corp); and
- (b) recorded claim MON -1 is referred to as the DGRM Claim.

In relation to Loyal's interest in the Recorded Claims, please note the following:

#### PMET Claims

- 1. By agreement dated 28 March 2023 made between Youssa Pty Ltd (Youssa) and Loyal (Youssa Acquisition Agreement), Youssa agreed to transfer to Loyal all of Youssa's undivided right, title and interest in and to Youssa's 60% interest in the PMET Claims.
- 2. The remaining 40% interest in the PMET Claims is held by Patriot Battery Metals Inc (PMET).

Liability limited by a scheme approved under Professional Standards Legislation.

The business of 'Allion Partners' is conducted by Allion Partners Pty Ltd ABN 43 109 326 463 (Allion Partners). Allion Partners is an incorporated entity and should not be interpreted or construed as a partnership at law. The title 'Partner' within Allion Partners conveys the person is a senior practitioner within the company and is among the group of practitioners who have day-to-day and strategic responsibility for services provided to clients. However, they are not an owner or part owner of the Allion Partners business via a partnership structure and are not personally liable for the provision of services. The business of providing legal services offered is owned and conducted by Allion Partners Pty Ltd ABN 43 109 326 463.

- 3. Completion under the Youssa Acquisition Agreement occurred on 28 July 2023.
- Completion was conditional on, amongst other things, PMET consenting to the transfer of Youssa's interest in the PMET Claims. PMET's consent was obtained on 11 April 2023 pursuant to the terms of a Consent to Transfer Agreement made between the parties (copy attached).

#### DGRM Claim

- 5. By agreement dated 28 March 2023 made between DG Resource Management Ltd, Yarrawindi Holdings Pty Ltd and Jordan Pearson (together the Vendor) and Loyal (DGRM Acquisition Agreement) (copy attached), the Vendor agreed to transfer to Loyal all of the Vendor's undivided right, title and interest in and to the DGRM Claim.
- 6. Completion under the Youssa Acquisition Agreement occurred on 28 July 2023.

### Registered holders

- 7. We understand:
  - (a) the PMET Claims are currently registered in the name of 92 Resources Corp, being the former name of PMET. We further understand the parties are currently arranging for Loyal's 60% legal interest in the PMET Claims to be transferred to its wholly owned Canadian incorporated subsidiary, HWY4 Lithium Ltd; and
  - (b) the DGRM Claim is currently registered in the name of Jordan Pearson. We further understand that the parties arranging for the DGRM Claim to be transferred to HWY4 Lithium Ltd.
- 8. Attached are copies of HWY4 Lithium Ltd's certificate of incorporation and central securities register indicating that Loyal is the sole shareholder of HWY4 Lithium Ltd.

Please contact us if you have any queries or require further information from us.

Thank you for your assistance.

Yours sincerely

Graham Nagle Partner

D/+61 (8) 9216 7108

E / gnagle@allionpartners.com

356327v1 2

# Consent to Transfer Agreement (PMET & LLI)

#### **CONSENT TO TRANSFER AGREEMENT**

THIS AGREEMENT is made as of April 11, 2023 (the "Effective Date").

#### **BETWEEN:**

**PATRIOT BATTERY METALS INC.**, a company organised under the laws of British Columbia, having an office at Suite 700 – 838 West Hastings Street, Vancouver, British Columbia, V6C 0A6

("**PBM**")

#### AND:

**LOYAL LITHIUM LIMITED** (ACN 644 564 241), a corporation organised under the laws of Australia, having an office at 5/10 Johnston Street, Peppermint Grove, WA, 6011

("Loyal")

#### **WHEREAS:**

- A. Foremost Lithium Resource & Technology Ltd. (formerly Far Resources Ltd.) ("Foremost") is a party to an option agreement with PBM (formerly Gaia Metals Corp., formerly 92 Resources Corp.) dated February 28, 2018 (the "Option Agreement") with respect to five (5) contiguous mineral exploration claims totaling approximately 1,659 hectares located in the Northwest Territories, Canada (collectively the "Claims");
- B. in accordance with the Option Agreement, Foremost became the beneficial owner of a 60% undivided interest in the Claims (the "**Interest**");
- C. on 25 November 2022, Foremost sold and assigned the Interest to Youssa Pty Ltd (ACN 644 564 241) ("Youssa");
- D. Youssa has entered into an acquisition agreement dated 28 March 2023 with Loyal Lithium Limited (ACN 009 231 467) ("Loyal") with respect to the sale by Youssa to Loyal of the Interest (the "Acquisition");
- E. in accordance with the terms of the Option Agreement, the written consent of PBM is required to effect the Acquisition (the "PBM Consent");
- F. pursuant to section 4.1 of the Option Agreement, the Joint Venture (as defined in the Option Agreement) was immediately constituted upon the exercise of Foremost's right to acquire the Interest; and
- G. pursuant to section 13.1 of the Option Agreement, Loyal must deliver to PBM an agreement containing the terms set out in subsections 13.1(a) and 13.1(b) of the Option Agreement as a condition to PBM granting the PBM Consent.

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

#### 1. REPRESENTATIONS AND COVENANTS

- 1.1 **Representations**. Loyal hereby represents and warrants to PBM as follows:
  - (a) Loyal has the capacity to (i) enter into, execute and deliver this Agreement; (ii) acquire the Interest from Youssa; and (iii) to hold the Interest;
  - (b) neither the execution of this Agreement nor its performance by Loyal will result in (i) the breach of, or constitute a default under, any term or provision of any agreement to which Loyal is a party or by which Loyal is bound to which the Interest are or may become subject; or (ii) the violation of any law, rule or regulation applicable to Loyal; and
  - (c) the representations and warranties contained in this subsection 1.1 are provided for the exclusive benefit of PBM and shall survive the execution hereof.
- 1.2 **Covenants.** Following completion of the Acquisition (the "Closing"):
  - (a) Loyal shall promptly and in any event within one business day following the date of Closing, provide notice in writing to PBM that the Closing has occurred; and
  - (b) Loyal will perform all the obligations of the Optionee (as defined in the Option Agreement) to be performed under the Option Agreement in respect of the Interest to the same extent as if the Option Agreement had been originally executed by Loyal as the Optionee including, but not limited to, the terms and conditions in section 4.1 of, and Schedule "B" to, the Option Agreement in respect of the Joint Venture which will be deemed have been constituted between PBM and Loyal upon Closing.
- 1.3 **Future Sale, Transfer or Other Disposition**. Loyal acknowledges and agrees that any further sale, transfer or other disposition of the Interest or the Option Agreement or any portion thereof shall be subject to the restrictions contained in section 13.1 of the Option Agreement.

#### 2. **CONSENT AND JOINT VENTURE**

2.1 **Consent.** PBM consents, in accordance with section 13 of the Option Agreement to the assignment and transfer of all Youssa's right, title and interests to the Interest and under the Option Agreement, and obligations thereunder, to Loyal.

#### 3. **GENERAL**

3.1 **Governing Law**. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

- 3.2 **Severability**. Should any part of this Agreement be declared or held to be invalid for any reason, the invalidity will not affect the validity of the remainder of this Agreement which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion that may, for any reason, be hereafter declared or held invalid.
- 3.3 **Enurement**. This Agreement will be binding upon and enure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.
- 3.4 **Time of the Essence**. Time is of the essence of this Agreement.
- 3.5 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
- 3.6 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

[Remainder of page intentional left blank.]

# IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

PATRIOT BATTERY METALS INC.

By:

Name: Blair Way

Title:

President and Director

LOYAL LITHIUM LIMITED

(ACN 644 564 241)

By:

Name: Adam Ritchie

Title:

Director

By:

Name: Peretz Schapiro

Title:

Director



#### MINERAL PROPERTY ACQUISITION AGREEMENT

THIS AGREEMENT is made the [28]<sup>th</sup> day of March 2023.

BETWEEN:

DG RESOURCE MANAGEMENT LTD. (Alberta Corporate Access Number 2015807635), #103, 10183 112 St NW, Edmonton, AB T5K 1M1 ("DG")

AND:

YARRAWINDI HOLDINGS PTY LTD (ACN 653 433 473) of

("YHPL")

AND:

JORDAN PEARSON of

("Pearson")

AND:

LOYAL LITHIUM LIMITED (ACN 644 564 241), 5/10 Johnston Street, Peppermint Grove, WA, 6011 ("Purchaser")

#### WHEREAS:

- A. DG is the beneficial owner of an undivided interest in the Claim;
- B. YHPL is the beneficial owner of an undivided interest in the Claim;
- C. Legal title to the Claim is held by Pearson ("Legal Owner") in trust for DG and YHPL (collectively, "Beneficial Owner" and together with Legal Owner, "Vendor"); and
- The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor, all right, title and interest in and to the Claim held by the Vendor, in accordance with the terms and conditions hereinafter set forth (the "Transaction").

**NOW THEREFORE** the parties hereto agree as follows:

#### 1. Definitions

1.1 In this Agreement the following expressions shall, where the context so admits, bear the meaning respectively set opposite them:

- (a) "Agreement" means this Agreement, as the same may be amended, supplemented or modified from time to time.
- (b) "ASX" means ASX Limited (ABN 98 008 624 691) or the market operated by it as the context requires.
- (c) "Business Day" means a day other than a Saturday or Sunday that banks are generally open for business in Perth, Western Australia and in Edmonton, Alberta.
- (d) "Claim" means the mineral exploration claim numbered M12265 issued pursuant to the Mining Regulations under the *Northwest Territories Lands Act* (SNWT 2014) as detailed in Schedule "A" hereto.
- (e) "Conditions" means the condition precedent in Section 2.1.
- (f) "Closing" means completion of the Transaction pursuant to the terms herein.
- (g) "Closing Date" means that date that is one Business Day after all of the Conditions have been satisfied or such other date as the Parties agree in writing.
- (h) "Consideration" has the meaning ascribed thereto in Section 4.3.
- (i) "Corporations Act" means the Corporations Act 2001 (Cth).
- (j) "End Date" means 2023, unless otherwise mutually agreed in writing by the Parties.
- (k) "Listing Rules" means the ASX Listing Rules.
- (1) "Official List" means the Official List of the ASX.
- (m) "Parties" means the parties to this Agreement, which consist of the Vendor and the Purchaser.

#### 2. Conditions Precedent

- 2.1 The sale and purchase of the Claim and Closing is conditional upon:
  - (a) the Purchaser receiving conditional approval from the ASX that the Purchaser has met the requirements in Chapters 1 and 2 of the Listing Rules as if the Purchaser were applying for admission to the Official List (Conditional Approval), on terms which are acceptable to the Parties (each acting reasonably);

- (b) the Purchaser having satisfied all of the conditions of the Conditional Approval to become unconditional excluding any conditions requiring Closing under this Agreement to have occurred or the completion of the issue of any securities in the Purchaser under its prospectus issued in connection its re-compliance with ASX's requirements for admission to the Official List;
- (c) the Purchaser obtaining all necessary shareholder and regulatory approvals under the Listing Rules and the Corporations Act (if required) to allow the Purchaser to undertake the Transaction and to issue the securities contemplated under subsections 4.3(b) and 4.3(c);
- (d) the Purchaser and the Vendor obtaining all necessary third party approvals or consents required to transfer legal and beneficial title to the Claim to the Purchaser; and
- 2.3 None of the Conditions may be waived by either of the Parties.
- 2.4 The Parties must each use reasonable endeavors to obtain the satisfaction of the Conditions by the End Date.
- 2.5 A Party must promptly notify the other Party in writing as soon as it becomes aware that a Condition is satisfied or becomes (or is likely to become) incapable of being satisfied.
- 2.6 If a Condition is not satisfied by the End Date, or such other date as the Parties may agree in writing, then, if a Party wishes to terminate this Agreement, then subject to that Party having complied with subsection 2.4, this Agreement may be terminated at any time after the End Date by that Party giving 2 Business Days' written notice to the other Party.
- 3. Representations and Warranties of the Purchaser and the Beneficial Owner and Liability of Vendor
- 3.1 The Purchaser hereby represents and warrants to the Vendor as follows:
  - the Purchaser has the capacity to enter into, execute and deliver this Agreement and to acquire the Claim from the Vendor and to hold the Claim;
  - (b) neither the execution of this Agreement nor its performance by the Purchaser will result in:
    - the breach of, or constitute a default under, any term or provision of any agreement to which the Purchaser is a party or by which the Purchaser is bound to which the Claim is or may become subject; or
    - (ii) the violation of any law, rule or regulation applicable to the Purchaser; and
  - (c) the Purchaser expressly represents, warrants and acknowledges to the Vendor that:

- (i) the Purchaser has been offered all reasonable opportunity to conduct due diligence with respect to the Claim has had reasonable access to the Vendor and its advisors, and it is entering into and completing the transaction contemplated herein solely on the basis of its own independent judgment, having regard to such due diligence; and
- the Purchaser has the technical and legal capacity to independently evaluate the present, and potential future, legal, financial, operational and environmental risks and liabilities that are or may be associated with, or that may flow from the decision to purchase, the Claim, on an as-is, where-is basis, and that the Purchaser shall bear all risks associated with the Claim including risks associated with the ownership, occupation, operation and quality thereof, from and after the Closing, except as expressly stated otherwise herein.
- 3.2. The representations and warranties contained in subsection 3.1 are provided for the exclusive benefit of the Vendor, and a breach of any one or more thereof may be waived by the Vendor, in whole or in part, at any time without prejudice to their rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in that subsection shall survive the execution hereof, the closing of the purchase and sale of the Claim and transfer of title of the Claim to the Purchaser.

3.3

- (a) the Legal Owner holds title to the Claim in trust for the Beneficial Owner;
- (b) to the best of the Vendor's knowledge, the Claim is good standing:
- (c) to the best of the Vendor's knowledge, neither the execution of this Agreement nor its performance by the Vendor will result in:
  - (i) the breach of, or constitute a default under, any term or provision of any agreement to which the Vendor is a party or by which the Vendor is bound to which the Claim is or may become subject; or
  - (ii) the violation of any law, rule or regulation applicable to the Vendor, and
- (d) other than as set forth in this Agreement, to the best of the Vendor's knowledge, neither the Vendor nor any predecessor in interest or title of the Vendor to the Claim has done anything whereby the Claim may be encumbered or subject to any liability or adverse interest of any nature or kind.
- 3.4 The representations and warranties contained in subsection 3.3 are provided for the exclusive benefit of the Purchaser, and a breach of any one or more thereof may be waived

by the Purchaser, in whole or in part, at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and the representations and warranties contained in that subsection shall, subject to this subsection 2.4, survive the execution hereof for a period of 12 months after the Closing Date. The Beneficial Owner will not be liable for a claim arising from a breach of a representation or warranty set in subsection 3.3 unless the Purchaser notifies the Beneficial Owner of the claim in writing within 12 months after the Closing Date.

3.5 Each of the warranties and representations set out in Section 3.3 is qualified to the extent that any fact, matter or circumstance: (a) is disclosed in this Agreement; (b) is disclosed by the Vendor to the Purchaser in writing prior to the Purchaser's execution and delivery of this Agreement; or (c) is otherwise known to the Purchaser prior to the Purchaser's execution and delivery of this Agreement (or should be known by the Purchaser if it had undertaken reasonable enquiries).



- 3.7 In no event shall any Party be liable to any other Party for any punitive, exemplary, incidental, consequential, special or indirect damages.
- 3.8 The Vendor will not be liable for a breach of any warranty or representation set out in Section 3.3 unless the Purchaser gives written notice of the breach to the Vendor no later than 12 months after the Closing Date.

#### 4. Acquisition of the Claim

- 4.1 The Vendor, subject to the terms hereof, hereby agrees to sell to the Purchaser and, on the Closing Date, to transfer to the Purchaser, all of the Vendor's undivided right, title and interest in and to the Claim free from all registered liens, mortgages, charges, pledges and encumbrances registered by any person claiming against the Vendor (each, a "burden"), with all rights appurtenant to the Claim which by their nature run with the Claim. If the Purchaser should notify the Vendor in writing of any burden or burdens against the Claim in favor of the Vendor, existing as at the Closing Date then the Vendor shall, after ascertaining the validity thereof, which shall be prosecuted in good faith, and in any event within a reasonable period of time after notification thereof by the Purchaser, attend to the discharge of such burden or burdens at their own expense; provided that the extent of any indemnification or expenses covered under this Agreement by the Vendor will be limited as set out in Section 3.6.
- 4.2 The Purchaser agrees to purchase the Claim from the Vendor on the Closing Date and pay the Consideration in accordance with Section 4.3.

4.4

#### 5. Completion, Registration and Transfer

- On or before the Closing Date, the Purchaser shall prepare and deliver to the Vendor, and the Vendor shall execute upon receipt of the payment of the Consideration in accordance with Section 4.3(a) and confirmation of the issue of the shares under Section 4.3(b), in accordance with Section 5.2, all transfer documents (hereinafter referred to as the "Property Transfer Documents") required to transfer legal and beneficial title of the Claim to the Purchaser, on the terms set forth herein. For greater certainty, the Purchaser, at its own expense, shall have the sole responsibility for preparing and delivering to the Vendor all required Property Transfer Documents, and upon receipt of the executed Property Transfer Documents, the Purchaser shall have sole responsibility, at its own expense, for all registrations, filings and payments associated therewith necessary to effect the transfer of title of the Claim from the Vendor to the Purchaser in accordance herewith.
- 5.2 On or before the Closing, with respect to the issue of the Consideration Shares, the Purchaser shall:
  - (a) procure a meeting of the Purchaser is held to attend to the following matters (as applicable):
    - (i) the issue of the Consideration Shares to the Beneficial Owner (or its nominee) contemplated under Section 4.3(b); and
    - (ii) the authorization of any other matters reasonably necessary to give effect to Closing; and
  - (b) issue the Consideration Shares to the Beneficial Owner (or its nominee) contemplated under Section 4.3(b);

- (c) deliver holding statements for the Consideration Shares to the Beneficial Owner; and
- (d) enter the Beneficial Owner (or its nominee) into its register of members as the registered holder of the Consideration Shares.

#### 6. General

- 6.1 This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.
- 6.2 The Parties have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of any other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided.
- 6.3 No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.
- 6.4 The Parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.
- 6.5 Time shall be of essence in this Agreement.
- 6.6 This Agreement shall be construed in accordance with the laws in force from time to time in Alberta, Canada and the parties submit to the non-exclusive jurisdiction of the Courts of Alberta.
- 6.7 This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 6.8 The Parties may not assign or otherwise transfer all or part of its interest in and to this Agreement to any third party without prior consent of the other Party. Any assignment shall be subject to the assignee entering into an agreement, in form and substance satisfactory to counsel for the other party, to be bound by this Agreement.
- 6.9 The Parties may execute this Agreement in counterparts and deliver same by separate photocopies, facsimile, scan, or other electronic format, each being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.

{Remainder of page left intentionally blank}

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

**EXECUTED** by **DG RESOURCE MANAGEMENT LTD.** in accordance with its constituent documents:

Authorised Representative	Authorised Representative
Jody Dalrouge Name	Name
Title / Position	Title / Position
EXECUTED by LOYAL LITHIUM LIMITED (ACN 644 564 241) in accordance with section 127 of the Corporations Act by:	
Director	Director/Secretary
Adam Ritchie	Peretz Schapiro
Name of Director (print)	Name of Director/Secretary (print)

# EXECUTED by YARRAWINDI HOLDINGS PTY LTD (ACN 653 433 473)

in accordance with section 127 of the Corporations Act by:

	,
Sole Director / Secretary	Director/Secretary
Anorew Denniss	
Name of Director (print)	Name of Director/Secretary (print)

Witness to the signature of Jordan Pearson

JORDAN PEARSON

Name of Witness (print)

# SCHEDULE "A"

Number A M12265	cquisition Date 12/14/2022	<b>Date</b> 12/14/2024	(Ha) N	ITS Owner
or in an analysister State (1991)	equisition Date	Date	(Ha) n	VTS Owner

# HWY4 Lithium Ltd. Certificate of Incorporation

Number: BC1429071



# CERTIFICATE OF INCORPORATION

**BUSINESS CORPORATIONS ACT** 

I Hereby Certify that HWY4 LITHIUM LTD. was incorporated under the Business Corporations Act on July 21, 2023 at 08:21 AM Pacific Time.



**ELECTRONIC CERTIFICATE** 

Issued under my hand at Victoria, British Columbia
On July 21, 2023

T.K. SPARKS

Registrar of Companies

Province of British Columbia

Canada

# **CENTRAL SECURITIES REGISTER**

# **HWY4 LITHIUM LTD.**

## **CLASS A VOTING**

Effective July 21, 2023

Date	Date	Cert.	Shareholder Name and	No. of	Kind, Class/ Series Name	Par	Price/	Particulars	From
Issued	Cancelled	No.	Address	Shares	of Shares	Value	Share		Cert No.
2023/07/21			<b>Loyal Lithium Limited</b> 5/10 Johnston Street, Peppermint Grove, Australia 6011	100	Class A Voting	wpv	\$1.00	Allotment from Treasury	