

MINCO CAPITAL CORP.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING AND MANAGEMENT INFORMATION CIRCULAR

Time: June 9, 2023, at 10:00 a.m. (Vancouver time)

Place: Suite 2060 1055 West Georgia Street
Vancouver, BC V6E 3R5

MINCO CAPITAL CORPORATION

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

TAKE NOTICE that the 2023 Annual General and Special Meeting of the Shareholders of **MINCO CAPITAL CORP.** (hereinafter called the "Corporation") will be held at Suite 2060 - 1055 West Georgia Street, Vancouver, British Columbia, on:

FRIDAY, JUNE 9, 2023

At the hour of 10:00 o'clock in the forenoon (Vancouver time) for the following purposes:

- I. to appoint Auditors for the ensuing year and to authorize the Directors to fix their remuneration;
- II. to determine the number of directors and to elect directors;
- III. to consider and, if thought fit, to approve the Company's new fixed stock option plan, which makes a total of 8,895,976 common shares of the Company available for issuance thereunder, as described in the accompanying Information Circular dated May 4, 2023; and
- IV. to transact such other business as may properly come before the Meeting.

Accompanying this Notice are an Information Circular and a Form of Proxy.

A shareholder entitled to attend and vote at the Meeting is entitled to appoint a proxyholder to attend and vote in his stead. If you are unable to attend the Meeting, or any adjournment thereof in person, please read the Notes accompanying the Form of Proxy enclosed herewith and then complete and return the Proxy within the time set out in the Notes. The enclosed Form of Proxy is solicited by Management but, as set out in the Notes, you may amend it if you so desire by striking out the names listed therein and inserting in the space provided the name of the person you wish to represent you at the Meeting.

DATED at Vancouver, British Columbia, this 4th day of May 2023.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Ken Z. Cai

Ken Z. Cai

Chief Executive Officer and Director

If you are a non-registered shareholder of the Corporation 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 by the other intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting.

MINCO CAPITAL CORP.

Suite 2060 – 1055 West Georgia Street
Vancouver, BC V6E 3R5
Phone: 604 688-8002

INFORMATION CIRCULAR

SOLICITATION OF PROXIES BY MANAGEMENT

This management information circular (the “Information Circular”) is furnished in connection with the solicitation of proxies by or on behalf of the management of Minco Capital Corp. (the “Corporation”) for use at the annual meeting (the “Meeting”) of the shareholders of the Corporation (the “Shareholders”) to be held at Suite 2060 - 1055 West Georgia Street, Vancouver, British Columbia on Friday, June 9, 2023, at 10:00 a.m. (Vancouver time) and at any adjournments thereof for the purposes set out in the accompanying Notice of Meeting. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally, electronically or by telephone by directors, officers, employees or consultants of the Corporation. Arrangements will also be made with clearing agencies, brokerage houses and other financial intermediaries to forward proxy solicitation material to the beneficial owners of common shares of the Corporation (“**Common Shares**”) pursuant to the requirements of National Instrument 54-101, *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**National Instrument 54-101**”).

The Canadian securities regulators have adopted new rules under National Instrument 54-101, which permit the use of notice-and-access for proxy solicitation, instead of the traditional physical delivery of material. This new process provides the option to post meeting-related materials, including management information circulars, as well as annual financial statements, and related management discussion and analysis, on a website in addition to SEDAR. Under notice-and-access, such meeting-related materials will be available for viewing for up to one (1) year from the posting date, and a paper copy of the material can be requested at any time during this period. The Corporation is not relying on the notice-and-access provisions of National Instrument 54-101 to send proxy-related materials to registered shareholders or beneficial owners of shares in connection with the Meeting.

The Corporation may reimburse shareholders’ nominees or intermediaries (including brokers or their agents holding shares on behalf of clients) for the cost incurred in obtaining from their principal’s authorization to execute forms of proxy. The cost of any such solicitation will be borne by the Corporation. Unless otherwise stated, the information contained in this Information Circular is given as of May 15, 2022.

APPOINTMENT OF PROXYHOLDERS AND COMPLETION AND REVOCATION OF PROXIES

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder’s behalf in accordance with the instructions given by the Shareholder in the proxy. The persons named in the enclosed proxy (the “**Management Designees**”) have been selected by the directors of the Corporation.

A Shareholder has the right to designate a person (who need not be a Shareholder), other than the Management Designees to represent the Shareholder at the Meeting. Such right may be exercised by inserting in the space provided for that purpose on the proxy the name of the person to be designated, and by deleting from the proxy the names of the Management Designees, or by completing another proper form of proxy and delivering the same to the transfer agent of the Corporation. Such Shareholder should notify the nominee of the appointment, obtain the nominee’s consent to act as proxyholder and attend the Meeting and provide instructions on how the Shareholder’s shares are to be voted. The nominee should bring personal identification with them to the Meeting.

To be valid, the proxy must be dated and executed by the Shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy). The proxy must then be delivered to the Corporation's registrar and transfer agent, Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America to 1-866-249-7775, and outside North America to (416) 263-9524, at least 48 hours, excluding Saturdays, Sundays and holidays, before the time of the Meeting or any adjournment thereof. Proxies received after that time may be accepted by the Chairman of the Meeting at the Chairman's discretion, but the Chairman is not obligated to accept late proxies.

Any registered Shareholder who has returned a proxy may revoke it at any time before it has been exercised. In addition, a proxy may be revoked by a registered Shareholder personally attending at the Meeting and voting their shares. A Shareholder may also revoke their proxy in respect of any matter upon which a vote has not already been cast by depositing an instrument in writing, including a proxy bearing a later date executed by the registered Shareholder or by their authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized, either at the office of the Corporation's registrar and transfer agent at the foregoing address or the head office of the Corporation, at Suite 2060 – 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R5, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof at which the proxy is to be used, or by depositing the instrument in writing with the Chairman of such Meeting, or any adjournment thereof. **Only registered Shareholders have the right to revoke a proxy. Non-registered Shareholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective nominees to revoke the proxy on their behalf.**

VOTING OF PROXIES

Voting at the Meeting will be by a show of hands, each registered Shareholder and each proxyholder (representing a registered or unregistered Shareholder) having one vote, unless a poll is required or requested, whereupon each such Shareholder and proxyholder is entitled to one vote for each Common Share held or represented, respectively. Each Shareholder may instruct their proxyholder how to vote their Common Shares by completing the blanks on the proxy. All Common Shares represented at the Meeting by properly executed proxies will be voted or withheld from voting when a poll is required or requested and where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the Common Shares represented by the proxy will be voted in accordance with such specification. **In the absence of any such specification as voting on the proxy, the Management Designees, if named as proxyholder, will vote in favour of the matters set out therein.**

The enclosed proxy confers discretionary authority upon the Management Designees, or other person named as proxyholder, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting. As of the date hereof, the Corporation is unaware of any amendments to, variations of or other matters that may come before the Meeting. If other matters properly come before the Meeting, then the Management Designees intend to vote in a manner which, in their judgment, is in the best interests of the Corporation.

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an “**ordinary resolution**”) unless the motion requires a “**special resolution**” in which case a majority of 66 2/3% of the votes cast will be required.

BENEFICIAL HOLDERS

Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Corporation are “non-registered” or “beneficial” shareholders because the 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 shares. More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the “**Beneficial Holder**”) but which are registered either: (a) in the name of an intermediary (an “**Intermediary**”) that the Beneficial 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 National Instrument 54-101 of the Canadian Securities Administrators, the Corporation has distributed copies of the Notice of Meeting, this Information Circular and the Proxy (collectively, the "**Meeting Materials**") directly, and to the clearing agencies and Intermediaries for onward distribution to Beneficial Holders. These security holder materials are being set to both registered and non-registered owners of the securities. If you are a non-registered owner, and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.

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

- (a) be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted to the number of shares beneficially owned by the Beneficial 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 Beneficial Holder when submitting the proxy. In this case, the Beneficial Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and **deposit it with the Corporation's transfer agent as provided above; or**
- (b) more typically, be given a voting instruction form **which is not signed by the Intermediary** and which, when properly completed and signed by the Beneficial Holder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a "proxy authorization form") which the Intermediary must follow. Typically, the proxy authorization form will consist of a one-page pre-printed form. Sometimes, instead of the one-page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Beneficial 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 return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

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

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of common shares, without nominal or par value, of which as of December 31, 2022, 44,788,881 common shares were issued and outstanding.

The holders of common shares of record at the close of business on the record date, set by the directors of the Corporation to be May 4, 2023, are entitled to vote such common shares at the Meeting on the basis of one vote for each common share held.

To the knowledge of the directors and senior officers of the Corporation, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, voting securities carrying more than 10% of the outstanding voting rights of the Corporation.

Those shareholders so desiring may be represented by proxy at the Meeting.

PARTICULARS OF MATTERS TO BE ACTED UPON

TO THE KNOWLEDGE OF THE CORPORATION'S DIRECTORS, THE ONLY MATTERS TO BE PLACED BEFORE THE MEETING ARE THOSE REFERRED TO IN THE NOTICE OF MEETING ACCOMPANYING THIS INFORMATION CIRCULAR. HOWEVER, SHOULD ANY OTHER MATTERS PROPERLY COME BEFORE THE MEETING, THE SHARES REPRESENTED BY THE PROXY SOLICITED HEREBY WILL BE VOTED ON SUCH MATTERS IN ACCORDANCE WITH THE BEST JUDGMENT OF THE PERSONS VOTING THE SHARES REPRESENTED BY THE PROXY.

Additional detail regarding each of the matters to be acted upon at the Meeting is set forth below.

I. Appointment of Auditors

Management proposes the appointment of Smythe LLP, Chartered Professional Accountants, as Auditors of the Corporation for the ensuing year and that the directors be authorized to fix their remuneration.

In the absence of instructions to the contrary, the shares represented by proxy will be voted in favour of a resolution to appoint Smythe LLP, Chartered Professional Accountants, as Auditors of the Corporation for the ensuing year, at a remuneration to be fixed by the Board of Directors, unless the Shareholder has specified in the Shareholder's proxy that the Shareholder's Common Shares are to be withheld from voting on the appointment of auditors.

II. Election of Directors

The board of directors of the Corporation (the "**Board**" or the "**Board of Directors**") currently consists of three (3) directors, all of whom are elected annually. The term of office for each of the present directors of the Corporation expires at the Meeting. All of the current directors of the Corporation will be standing for re-election. It is proposed that the number of directors for the ensuing year be fixed at three (3) subject to such increases as may be permitted by the Articles of the Corporation. At the Meeting, the Shareholders will be asked to consider and, if thought fit, approve an ordinary resolution fixing the number of directors to be elected at the Meeting at three (3).

It is proposed that the persons named below will be nominated at the Meeting. Each director elected will hold office until the next Annual General Meeting of the Corporation or until his successor is duly elected or appointed pursuant to the Articles of the Corporation unless his office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) or the Corporation's Articles.

It is the intention of the management designees, if named as a proxy, to vote for the election of the said persons to the Board of Directors, unless the Shareholder has specified in its proxy that its Common Shares are to be withheld from voting on the election of directors. Accordingly, management does not contemplate that any of the nominees cannot serve as a director.

The following information relating to the nominees for election to the Board of Directors is based on information received by the Corporation from said nominees:

Name, Province and Country of Residence	Present Principal Occupation	Current Position(s) with the Corporation	Director Since	Number of Securities Held
Ken Z. Cai ⁽²⁾⁽³⁾ Beijing, China	Chief Executive Officer and Director of Minco Capital Corp., Chairman and Chief Executive Officer of Minco Silver Corporation and HempNova Lifetech Corporation	Chief Executive Officer and Director	February 29, 1996	Common Shares: 5,288,336 ⁽¹⁾ Options: 1,997,000
Malcolm Clay ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾ British Columbia, Canada	Self-employed consultant	Director	November 16, 2007	Common Shares: 100,000 Options: 980,000
Michael Doggett ⁽²⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ British Columbia, Canada	Principal Consultant at Michael Doggett & Associates	Director	July 16, 2007	Common Shares: 12,000 Options: 980,000

(1) Includes 3,634,052 common shares held by Pacific Canada Resources Inc., a private company over which Dr. Cai controls and directs.

(2) Member of the Audit Committee.

(3) Chair of the Audit Committee.

(4) Member of the Compensation Committee.

(5) Member of the Nominating Committee.

(6) Chair of the Nominating Committee.

Corporate Cease Trade Orders or Bankruptcies

To the knowledge of the Corporation, no director or proposed director of the Corporation is, or within the ten years prior to the date of this Circular has been, a director or executive officer of any company, including the Corporation, that while that person was acting in that capacity:

- (a) was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days; or
- (b) was subject to an event that resulted, after the director ceased to be a director or executive officer of the company being the subject of a cease trade order 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; or
- (c) 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.

Individual Bankruptcies

To the knowledge of the Corporation, no director or proposed director of the Corporation has, within the ten years prior to the date of this Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

Penalties or Sanctions

To the knowledge of the Corporation, no proposed director of the Corporation 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 has been subject to 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.

III. New Fixed Stock Option Plan

It is proposed to implement a new Stock Option Plan to supersede and replace the existing Stock Option Plan. The existing Stock Option Plan was adopted by the Corporation on May 16, 2017, and approved by the Corporation's shareholders on June 27, 2017. The maximum number of shares reserved for issuance for options granted under the existing Stock Option Plan is 10,152,976 shares.

Since the adoption of the existing Stock Option Plan in 2017, the TSX Venture Exchange (the "**Exchange**") has amended its Policy 4.4 which governs equity-based compensation arrangements and the Corporation wishes to update the Stock Option Plan to comply with the amended Policy 4.4. In addition, the Corporation's issued share capital has increased and the Corporation proposes to decrease the number of shares that may be issuable pursuant to options granted under the Stock Option Plan to reflect the decrease in the Corporation's issued and outstanding shares since 2017.

The new Stock Option Plan (the "**New Option Plan**") for eligible insiders, employees and other service providers to the Corporation, will reserve up to 20% of the issued shares, as a "fixed stock option plan". Currently, there are 44,479,881 shares of the Corporation issued and outstanding, so the New Option Plan will permit up to 8,895,976 shares available for incentive stock option grants under the New Option Plan.

Incentive stock options under the New Option Plan may be granted by the Board of Directors to *bona fide* eligible persons who are directors, officers or consultants of the Corporation or its subsidiaries (if any), or who are employees of a company providing management services to the Corporation, or who are eligible charitable organizations. Stock options may be granted under the New Option Plan with a maximum exercise period of up to ten (10) years, as determined by the Board of Directors of the Corporation.

The New Option Plan will limit the number of stock options which may be granted to any one individual to not more than 5% of the total issued shares of the Corporation in any 12-month period (unless otherwise approved by the disinterested shareholders of the Corporation), and not more than 10% of the total issued shares to all insiders at any time or granted over any 12-month period. The number of options granted to any one consultant or person employed to provide investor relations activities in any 12-month period must not exceed 2% of the total issued shares of the Corporation and must vest in stages over not less than 12 months and not more than ¼ of such stock options may vest in any 3-month period. Any other stock options granted under the New Option Plan will not be subject to any vesting schedule unless otherwise determined by the Board of Directors, or required by the policies of the Exchange.

Options under the New Option Plan must be granted at an exercise price which is at or above the current discounted market price (as defined under the policies of the Exchange) on the date of the grant. In the event of the death or permanent disability of an optionee, any option granted to such optionee will be exercisable upon the earlier of 365 days from the date of death or permanent disability, or the expiry date of the option. In the event of the resignation, or the termination or removal of an optionee without just cause, any option granted to such optionee will be exercisable for a period as may be determined by the Board but in any event no longer than 365 days thereafter. In the event of termination for cause, any option granted to such optionee will be cancelled as at the date of termination.

Shareholders are referred to the full text of the New Option Plan, a copy of which is attached as Schedule "A" for complete details.

The New Option Plan, if approved by the shareholders of the Corporation, will replace and supersede the Corporation's existing stock option plan. All stock options granted and outstanding under the existing Stock Option Plan will be governed by the New Option Plan.

The New Option Plan must be approved by an ordinary resolution of the shareholders to become effective.

The persons named in the enclosed form of proxy intend to vote at the Meeting IN FAVOUR of this resolution unless the shareholder has specified in the form of proxy that its shares are to be voted against the resolution.

EXECUTIVE COMPENSATION (For the financial year ended December 31, 2022)

For purposes of this Information Circular, "named executive officer" of the Corporation means an individual who, at any time during the year, was:

- (a) the Corporation's chief executive officer ("CEO");
- (b) the Corporation's chief financial officer ("CFO");
- (c) each of the Corporation's three most highly compensated executive officers, 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 and whose total compensation was, individually, more than \$150,000 for that financial year; 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 nor acting in a similar capacity, at the end of the most recently completed financial year;

(each a "Named Executive Officer" or "NEO").

Based on the foregoing definition, during the last completed financial year of the Corporation, there were two (2) Named Executive Officers, namely, its CEO, Ken Cai, and its CFO, Renee Lin.

Compensation Discussion and Analysis

The objective of the Corporation's compensation program is to compensate its executive officers for their services to the Corporation at a level that is both in line with the Corporation's financial resources and competitive with companies of a similar size and stage of development. The Compensation Committee does not benchmark its executive compensation program but from time to time does review compensation practices of companies of similar size and stage of development to ensure that the compensation paid is competitive with similarly sized issuers within the Corporation's industry and geographic location. Success in this regard depends greatly on the Corporation's ability to attract, retain and motivate high-performing employees within the organization. Executive officers are rewarded based on the skill and level of responsibility involved in their position, the individual's experience and qualifications, taking into consideration the Corporation's resources and current industry practices, and overall contribution to the success of the Corporation. To date, given the Corporation's stage of development, the Board has not considered it appropriate to implement formal performance goals or milestones to assess executive performance. The Corporation relies solely on the Compensation Committee's review and recommendation for determining executive compensation.

The Compensation Committee has implemented three forms of compensation for the Corporation's executive officers.

1. *Base Salary/Consulting Fees*

Executive officers are paid a base salary or consulting fee to reward individual performance and the discharge of duties. This compensation component is determined with reference to industry norms, experience, past performance and level of responsibility. The Corporation shares common management with Minco Silver Corporation (collectively with the Corporation as the "**Minco Group**"). In the past, a base compensation amount payable to each executive officer on the basis of their service to the entire Minco Group was set annually through a negotiated process among the boards of directors of each Minco Group company. Through this negotiation process, the boards arrive at a global salary amount for each executive officer to be shared among each entity in the Minco Group. An executive officer's salary allocated to a particular entity at the end of a fiscal period was determined based on the percentage of the executive officer's working time spent on projects relating to that company.

Annually, the Board negotiates directly with the NEOs to set a base salary or consulting fee for the upcoming fiscal year. Base compensation for the most recently completed financial year should not be considered an indicator of expected base compensation levels in future periods. Compensation levels may fluctuate depending on the outcome of the Board's salary negotiations with the NEOs. All compensation is subject to and dependent on the Corporation's financial resources and forecasts.

2. *Annual Bonuses*

Annual bonuses are variable components of compensation and are short-term incentives. In exceptional circumstances, the Compensation Committee may award annual cash bonuses that are designed to reward executives for corporate, business or individual achievements. The Compensation Committee does not have pre-existing performance criteria or objectives for the grant of cash bonuses. The Compensation Committee assesses the Corporation's achievement of its business strategy and the individual performance of each executive officer annually and determines the amount of the award, if any, at its discretion.

3. *Option Grants*

The Compensation Committee may award executive officers long-term incentives in the form of options to purchase common shares of the Corporation ("**Options**") pursuant to the Corporation's incentive stock option plan (the "**Option Plan**"). The Corporation believes that compensation to executive officers in the form of Options better aligns the interests of executive officers and shareholders and encourages long-term value creation for shareholders. In addition, the Compensation Committee believes that Options motivate a goal-driven management team and build long-term employee loyalty and retention. Previous grants of Options are taken into account when considering new grants. However, the Compensation Committee does not need to have pre-existing performance criteria or objectives for the grant of Options. The Compensation Committee has discretion when making an award of Options to impose a vesting schedule for such award as it deems appropriate.

As the Corporation pays each compensation element for a different purpose it makes decisions about each component independent of the others. Notwithstanding this fact, the Compensation Committee is always cognizant of the total size of each executive officer's compensation package and works to ensure that on the whole, it is appropriate given the financial resources, size and stage of development of the Corporation.

The Corporation periodically reviews its compensation practices to ensure they do not promote excessive risk-taking or are likely to have a material adverse effect on the Corporation. There is currently no prohibition on an executive officer or director of the Corporation from purchasing financial instruments to offset a decrease in the market value of equity securities held directly or indirectly by that executive officer. To the Corporation's knowledge, no executive officer or director of the Corporation has entered into or purchased such a financial instrument.

Compensation Governance

The Corporation's Compensation Committee comprises Malcolm Clay and Michael Doggett, independent directors within the meaning set out in National Instrument 52-110 – *Audit Committees* ("NI 52-110"). All three of the members of the Compensation Committee are experienced participants in the capital markets who have had experience sitting on the corporate boards in addition to that of the Corporation. The Compensation Committee is responsible for recommending stock option grants and bonus awards to the Board and negotiating the NEOs' annual salaries or consulting fees.

Summary Compensation Table

The following table sets forth the total compensation paid to or earned by the Named Executive Officers for the Corporation's three (3) most recently completed financial years:

Name and Principal Position	Year Ended Dec 31	Salary/ Consulting fees (\$)	Share-based Awards (\$)	Option-based Awards ⁽¹⁾ (\$)	Non-equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans			
Ken Cai ⁽²⁾ CEO	2022	45,000	-	-	-	-	-	20,517	65,517
	2021	45,000	-	-	-	-	-	21,396	66,396
	2020	58,595	-	83,864	-	-	-	7,963	150,422
Renee Lin ⁽³⁾ CFO	2022	22,000	-	-	-	-	-	-	22,000
Melinda Hsu ⁽⁴⁾ Former CFO	2022	34,150	-	-	-	-	-	-	34,150
	2021	37,500	-	-	-	-	-	-	37,500
	2020	25,625	-	23,296	-	-	-	-	48,921

- (1) The Black-Scholes valuation methodology was used to determine fair value on the date of the grant. Accordingly, the value shown for these options is not in-the-money value at the time of grant, but the theoretical value of the options based on the Black Scholes option pricing formula. Please see the table under "Outstanding Share-based Awards and Option-based Awards for Named Executive Officers" for the in-the-money value of these options on December 31, 2022.
- (2) As a managing director of the Corporation, Dr. Cai does not receive any director's fees relating to his role as a director. The consulting fees were paid to a company controlled by Dr. Cai, through which Dr. Cai provides services to the Corporation.
- (3) Ms. Lin was appointed Chief Financial Officer on July 14, 2022.
- (4) Ms. Hsu joined the Corporation on April 1, 2020, and left the Corporation in July 2022. The consulting fees were paid to a company controlled by Ms. Hsu, through which Ms. Hsu provides services to the Corporation.

Incentive Plan Awards

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth the options granted to the Named Executive Officers to purchase or acquire securities of the Corporation outstanding at the end of the most recently completed financial year:

Name	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-money Options (\$) ⁽¹⁾
Ken Cai	900,000	0.12	April 28, 2025	Nil
	1,000,000	0.17	January 31, 2023	Nil
Renee Lin	300,000	0.12	April 28, 2025	Nil
	140,000	0.17	January 31, 2023	Nil

⁽¹⁾ The aggregate dollar value of the in-the-money unexercised vested options held at the end of the last financial year, based on the difference between the market value of the shares at the financial year-end and the exercise price. This does not mean the options were exercised or that any shares were sold at these values.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to Named Executive Officers during the most recently completed financial year:

Name	Option-based Awards – Value Vested During the Year (\$) ⁽¹⁾	Non-equity Incentive Plan Compensation – Value earned During the Year (\$)
Ken Cai	Nil	Nil
Renee Lin	Nil	Nil

⁽¹⁾ The aggregate value of the option-based awards vested during the most recent fiscal year is based on the difference between the Corporation share price on the vesting day of any options that vested during the financial year and the exercise price of the options.

Pension Plan Benefits

The Corporation does not provide pension plan benefits to any NEO.

Termination and Change of Control Benefits and Employment Contracts

Chief Executive Officer

The Corporation has entered into a consulting agreement (the "**Agreement**") with Elite Investments Capital Limited ("Elite") dated January 1, 2021, for a term of three (3) years. Elite provides the Corporation with the consulting services of Dr. Ken Z. Cai. Dr. Cai receives a salary of \$45,000 per annum. Under the terms of the Agreement, Dr. Cai is entitled to compensation based on his remuneration at the time, in the event of termination without cause.

If the Corporation terminates the Agreement without cause, Dr. Cai shall receive twenty-four (24) months of compensation.

Dr. Cai's services under this Agreement shall terminate on the happening of any of the following events:

- (i) the mutual consent in writing of both parties to this Agreement to terminate the services;
- (ii) the termination of Dr. Cai's services by the Corporation with cause, which shall include a material breach by the Consultant of one or more of the terms of this Agreement;

- (iii) written notice given by one party to the other setting out a date for termination effective not less than six (6) months after the date on which the notice is deemed to be given; or
- (iv) in the event that Dr. Cai provides written notice to the Corporation, no severance shall be provided.

In the event that there is a take-over or change of control of the Corporation resulting in the actual or constructive termination of Dr. Cai's services under this Agreement, the Corporation shall pay compensation equal to twenty-four (24) months of fees in addition to the termination payment.

If the Agreement had been terminated without cause on December 31, 2022, Dr. Cai would have received a cash payment of \$90,000. Dr. Cai's vested options would be canceled 30 days after the date of termination without cause and immediately if terminated with cause.

Director Compensation

Director Compensation Table

The following table sets forth the value of all compensation provided to directors, not including those directors who are also Named Executive Officers, for the Corporation's most recently completed financial year:

Name	Fees Earned (\$)	Option-based Awards ⁽¹⁾ (\$)	All Other Compensation (\$)	Total (\$)
Malcolm Clay	14,000	Nil	Nil	14,000
Michael Doggett	12,000	Nil	Nil	12,000

(1) The Black-Scholes valuation methodology was used to determine fair value on the date of the grant.

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth the options granted to the directors of the Corporation, not including those directors who are also Named Executive Officers, to purchase or acquire securities of the Corporation outstanding at the end of the most recently completed financial year:

Name	Option-based Awards -Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-money Options (\$)
Malcolm Clay	375,000	0.17	January 31, 2023	Nil
	380,000	0.12	April 28, 2025	Nil
Michael Doggett	375,000	0.17	January 31, 2023	Nil
	380,000	0.12	April 28, 2025	Nil

⁽¹⁾ The aggregate dollar value of the in-the-money unexercised vested options held at the end of the last financial year, based on the difference between the market value of the shares at the financial year-end, and the exercise price. This does not mean the options were exercised or that any shares were sold at these values.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth the value vested or earned during the year of option-based awards and non-equity incentive plan compensation paid to the directors of the Corporation, not including those directors who are also Named Executive Officers, during the financial year ended December 31, 2022:

Name	Option-based Awards – Value Vested During the Year (\$)⁽¹⁾	Non-equity Incentive Plan Compensation – Value Earned During the Year (\$)
Malcolm Clay	Nil	Nil
Michael Doggett	Nil	Nil

⁽¹⁾ The aggregate value of the option-based awards vested during the most recent fiscal year is based on the difference between the Corporation share price on the vesting day of any options that vested during the financial year and the exercise price of the options.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following table sets out information relating to the Corporation’s Incentive Stock Option Plan (“Option Plan”) as of December 31, 2022:

Plan Category		Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by shareholders	Option Plan	4,900,000	\$0.14	5,252,976
Equity compensation plans not approved by shareholders	n/a	n/a	n/a	n/a

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Information Circular, no individual who is or was a director, executive officer or employee of the Corporation or any of its subsidiaries, any proposed nominee for election as a director of the Corporation or any associate of such director or officer, is or was, at the end of the most recently completed financial year, indebted to the Corporation or any of its subsidiaries since the beginning of the most recently completed financial year of the Corporation, or is or has been indebted to another entity that is or has been 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 during that period.

MANAGEMENT CONTRACTS

To the best of the knowledge of the directors and officers of the Corporation, management functions of the Corporation are not, to any substantial degree, performed by a person other than the directors and senior officers of the Corporation.

AUDIT COMMITTEE

The full text of the Audit Committee's charter is attached hereto as Schedule "B".

CORPORATE GOVERNANCE

Board of Directors

The Board is responsible for managing and supervising the management of the business and affairs of the Corporation. Therefore, each year, the Board must review each director's relationship with the Corporation to satisfy themselves that the relevant independence criteria have been met.

Other than interests arising from shareholdings in the Corporation, all of the directors of the Corporation, other than Dr. Cai, are "independent" within the meaning set out in NI 52-110 in that they are free from any interest which could reasonably interfere with their exercise of independent judgment as directors of the Corporation. Dr. Cai is an executive officer of the Corporation and therefore not independent.

In order to facilitate its exercise of independent judgment in carrying out its responsibilities, the Board may establish informal committees on an as-needed basis consisting solely of independent directors to consider certain matters to be considered by the Board. The Board, or any committee, may also seek advice from outside advisors. The Board also follows a practice whereby any director who has an interest in a matter that the Board is considering must abstain from voting on the matter and exit the Board meeting while such matter is being considered by the Board.

Following is a breakdown of the directors of the Corporation that hold directorships in other reporting issuers:

Name of Director	Name of Other Reporting Issuer
Ken Z. Cai	Minco Silver Corporation HempNova Lifetech Corporation
Malcolm Clay	GreenPower Motor Industries
Michael Doggett	Element 29 Resources Inc.

The independent directors hold regularly scheduled meetings at which non-independent directors and members of management are absent. Although Dr. Cai, the Chief Executive Officer of the Corporation, generally chairs meetings of the Board, the Corporation does not have a Chairman of the Board.

The Board believes that this structure best reflects the entrepreneurial leadership of the Corporation. The Board is satisfied that the autonomy of the Board and its ability to function independently of management are protected through measures such as the Audit Committee, the Compensation Committee and the Nominating Committee, being composed of all independent directors. In addition, the independent members of the Board meet separately from the non-independent members, and the Board encourages its independent members to seek the advice of financial, legal or other consultants when necessary.

The Board committees assist in the effective functioning of the Board. All Board committees are currently comprised of all independent directors, which ensures that the views of independent directors are effectively represented. The Board has three committees: the Compensation Committee, the Nominating Committee and the Audit Committee. In addition, special committees may be formed from time to time as required to review particular matters or transactions.

The Compensation Committee is responsible for developing, implementing and monitoring the Corporation's compensation policy for executive officers and members of the Board.

The following are the members of the Compensation Committee:

Malcolm Clay
Michael Doggett

The Nominating Committee was appointed by the Board to propose new nominees from time to time as the need arises.

The following are the members of the Nominating Committee:

Michael Doggett (Chair)
Malcolm Clay

The Audit Committee is appointed by the Board to assist in monitoring: (i) the integrity of the financial statements of the Corporation; (ii) the compliance by the Corporation with the legal and regulatory requirements; and (iii) the independent performance of the Corporation's external auditors, which shall report directly to the Audit Committee.

The Corporation's entire Board members are the members of the Audit Committee as follows:

Malcolm Clay (Chair)
Ken Cai
Michael Doggett

Audit Committee Oversight

At no time since the commencement of the Corporation's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (De Minimis Non-Audit Services), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of National Instrument 52-110.

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the Board of Directors to review the performance of the Corporation's external auditors and approve the advance provision of services other than auditing and to consider the independence of the external auditors, including a review of the range of services provided in the context of all consulting services bought by the Corporation. In addition, the Audit Committee is authorized to approve in writing any non-audit services or additional work which the Chairman of the Audit Committee deems necessary. The Chairman will notify the other members of the Audit Committee of such non-audit or additional work and the reasons for such non-audit work for the Committee's consideration, and if thought fit, approval in writing.

External Auditor Service Fees

The fees billed by the Corporation's external auditors in each of the last two financial years for audit and non-audit-related services provided to the Corporation or its subsidiaries (if any) are as follows:

Financial Year Ending December 31	Audit Fees	Audit-Related Fees	Tax Fees	All other Fees
2022	23,000	-	-	-
2021	21,000	232	-	-

Exemption

As a TSX Venture Exchange listed issuer, the Corporation is exempt from the requirements of Part 3 *Composition of the Audit Committee* and Part 5 *Reporting Obligations* of NI 52-110.

Orientation and Continuing Education

The Corporation needs a formal process of orientation and education for new members of the Board. The current directors are experienced in boardroom procedure and corporate governance and generally understand the business well. As necessary, new members of the Board are provided with information about the Corporation, the role of the Board, the Board's committees, the Board's directors and the Corporation's industry. In addition, the Corporation provides continuing education for its directors as needed.

Ethical Business Conduct

The Corporation adopted a Code of Ethics (the "**Code**"), which is available on the Corporation's website at www.mincogold.com. The Code outlines the principles that should guide the behavior of the Corporation's directors, officers and employees. The Board is responsible for monitoring compliance with the Code.

The Corporation has also adopted a Whistleblower Policy, which is incorporated within the Corporation's Communications Policy. A copy of the Communications Policy may be obtained by written request to the Corporation's offices at #2060-1055 West Georgia Street, Vancouver, BC V6E 3R5, Attn: Corporate Secretary.

To ensure directors of the Corporation exercise independent judgment in considering transactions, agreements or decisions in respect of which a director or executive officer has declared a material, personal interest (in accordance with relevant corporate law requirements), the Board follows a practice whereby any such Board member must be absent during any Board discussion pertaining thereto and not cast a vote on any such matter. Significant contracts deemed to be a conflict are also reviewed and approved by the Corporation's Audit Committee.

The Board advocates a high standard of integrity for all its members and the Corporation. To this end, all directors and officers must read and understand the Corporation's Code of Ethics and Communications Policy. The Board relies upon selecting directors, officers, employees and consultants whom it considers to be meeting the highest ethical standards to promote a culture of ethical business conduct. In addition, the Board must comply with conflict of interest provisions in Canadian corporate law and relevant securities regulatory instruments in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.

Nomination of Directors

The Nominating Committee is composed entirely of independent directors. It analyzes the needs of the Board when vacancies arise and identifies and proposes new nominees who have the necessary competencies and characteristics to meet such requirements. New candidates are introduced to the Board by members of the Nominating Committee. In order to foster an objective nomination process, the independent members of the Board are encouraged to recommend nominees for the Board.

Compensation

The Compensation Committee is appointed by the Board to, among other things, discharge the Board's responsibilities relating to the compensation of the Corporation's directors and officers. The Compensation Committee periodically reviews the adequacy and form of compensation to ensure it realistically reflects the responsibilities and risks involved in being an effective director or officer and allows the Corporation to attract qualified candidates. Such review includes an examination of publicly available data as well as independent compensation surveys.

The Compensation Committee annually reviews and approves corporate goals and performance milestones relevant to the compensation of the Chief Executive Officer, Chief Financial Officer and other executive officers (collectively, the "**Senior Officers**"). It evaluates the Senior Officer's performance in light of those goals and objectives and sets the Chief Executive Officer's compensation level based on this evaluation. The Compensation Committee meets without the presence of other executive officers when approving the Chief Executive Officer's compensation.

The Compensation Committee is comprised of independent directors. In order to ensure an objective process for determining compensation, the Compensation Committee reviews independent materials such as pay survey data and industry reports. The Compensation Committee benchmarks against other companies using peer group studies compiled for the Compensation Committee. In addition, the Compensation Committee may consult with outside independent compensation advisory firms if it deems it advisable.

Assessments

The Board is responsible for keeping management informed of its evaluation of the performance of the Corporation and its senior officers in achieving and carrying out the Board's established goals and policies and is also responsible for advising management of any remedial action or changes which it may consider necessary. Additionally, directors are expected to devote time and attention to the Corporation's business and affairs as necessary to discharge their duties as directors effectively.

The Board does not have a formal process to monitor the effectiveness of the Board, its committees and individual members but rather relies on an informal review process. In order to gauge performance, the Board considers the following:

- (a) input from directors, where appropriate;
- (b) attendance of directors at meetings of the Board and any committee;
- (c) the charter of each committee; and
- (d) the competencies and skills each director is expected to bring to the Board and each committee.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as otherwise disclosed herein, no director, executive officer or proposed nominee for election as a director of the Corporation, or any of their associates or affiliates, has any material interest, direct or indirect, by way of beneficial ownership of common shares of the Corporation or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors or the appointment of auditors of the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no insider of the Corporation, nor the proposed nominees for election as directors of the Corporation, nor any associate or affiliate of such insider or proposed nominees, has had any material interest, direct or indirect, in any transaction since the beginning of the last financial year of the Corporation, or in any proposed transaction which has materially affected or will materially affect the Corporation or any of its subsidiaries.

REGISTRAR AND TRANSFER AGENT

The registrar and transfer agent of the Corporation is Computershare Investor Services Inc., 510 Burrard Street, 3rd Floor, Vancouver, British Columbia V6C 3B9.

The persons named in the enclosed form of proxy intend to vote at the Meeting IN FAVOUR of this resolution unless the shareholder has specified in the form of proxy that its shares are to be voted against the resolution.

OTHER BUSINESS

Management of the Corporation knows of no other matters to come before the Meeting other than as referred to in the Notice of Meeting. However, if any other matter(s) which are not known to the management of the Corporation shall properly come before the Meeting, the Proxy given pursuant to the solicitation by the management of the Corporation will be voted on such matter(s) in accordance with the best judgment of the person(s) voting the Proxy.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR at www.sedar.com. Shareholders may contact the Corporation to request copies of the Corporation's financial statements and management's discussion and analysis ("**MD&A**") by sending a written request to 2060-1055 West Georgia Street, Vancouver, British Columbia, Canada V6E 3R5, Attention: Corporate Secretary. Financial information is provided in the Corporation's comparative financial statements and MD&A for its fiscal year ended December 31, 2022, which are also available on SEDAR.

APPROVAL OF INFORMATION CIRCULAR

The undersigned hereby certifies that the contents and the sending of this Information Circular have been approved by the directors of the Corporation.

DATED at Vancouver, British Columbia, Canada, this 4th day of May 2023.

**BY ORDER OF THE BOARD OF DIRECTORS OF
MINCO CAPITAL CORPORATION**

/s/ Ken Z. Cai

Ken Z. Cai

Chief Executive Officer and Director

Schedule "A"

MINCO CAPITAL CORP.

STOCK OPTION PLAN

1. PURPOSE OF THE PLAN

1.1 Purpose

The Company hereby establishes a stock option plan for directors, senior officers, Employees, Consultants, Consultant Company or Management Company Employees (as such terms are defined below) of the Company and its subsidiaries, or an Eligible Charitable Organization (collectively "**Eligible Persons**"), to be known as the "Stock Option Plan" (the "**Plan**"). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to five years, as determined by the board of directors of the Company, to buy shares of the Company at a price equal to the Market Price prevailing on the date the option is granted less applicable discount, if any, permitted by the policies of the Exchange and approved by the Board.

1.2 Plan Replaces Prior Plan

This Plan replaces and supersedes all other stock option plans of the Company and any options outstanding under such other stock option plans shall be subject to the terms of this Plan.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

- 2.1 "**Associate**" means an "Associate" as defined in the TSXV Policies.
- 2.2 "**Board**" means the Board of Directors of the Company.
- 2.3 "**Cashless Exercise**" has the meaning given to that term in section 6.1 hereof.
- 2.4 "**Change of Control**" means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the *Securities Act*) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.
- 2.5 "**Company**" means Minco Capital Corp. and its successors.
- 2.6 "**Consultant**" means a "Consultant" as defined in the TSXV Policies.
- 2.7 "**Consultant Company**" means a "Consultant Company" as defined in the TSXV Policies.
- 2.8 "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent the Optionee permanently from:
 - (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
 - (b) acting as a director or officer of the Company or its subsidiaries.

- 2.9 **"Discounted Market Price"** of Shares means, if the Shares are listed only on the TSX Venture Exchange, the Market Price less the maximum discount permitted under the TSX Venture Exchange Policy applicable to Options. The minimum exercise price of a Stock Option must not be less than the Discounted Market Price.
- 2.10 **"Eligible Charitable Organization"** means an "Eligible Charitable Organization" as defined in the TSXV Policies.
- 2.11 **"Eligible Persons"** has the meaning given to that term in section 1 hereof.
- 2.12 **"Employee"** means an "Employee" as defined in the TSXV Policies.
- 2.13 **"Exchange"** means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.
- 2.14 **"Exchange Hold Period"** means a four-month resale restriction imposed by TSXV Policies.
- 2.15 **"Expiry Date"** means the date set by the Board under subsection 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.16 **"Grant Date"** means the date specified in the Option Agreement as the date on which an Option is granted.
- 2.17 **"Insider"** means an "Insider" as defined in the British Columbia *Securities Act*.
- 2.18 **"Investor Relations Activities"** means "Investor Relations Activities" as defined in the TSXV Policies.
- 2.19 **"Investor Relations Service Provider"** has the meaning given to that term in the TSXV Policies.
- 2.20 **"Joint Actor"** means a person acting "jointly or in concert with" another person as that phrase is interpreted in Multi-lateral Instrument 62-104, *Take-Over Bids and Issuer Bids*.
- 2.21 **"Management Company Employee"** means a "Management Company Employee" as defined in the TSX Policies.
- 2.22 **"Market Price"** has the meaning given to that term in the TSXV Policies or, if the Shares are not listed on any stock exchange, "Market Price" of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.23 **"Net Exercise Option"** has the meaning given to that term in section 6.2 hereof.
- 2.24 **"Option"** means an option to purchase Shares granted pursuant to this Plan.
- 2.25 **"Option Agreement"** means an agreement, in the form attached hereto as Schedule "A", whereby the Company grants an Option to an Optionee.
- 2.26 **"Optionee"** means each of the Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.

- 2.27 "**Option Price**" means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.
- 2.28 "**Option Shares**" means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.29 "**Person**" has the meaning given to that term in the TSXV Policies.
- 2.30 "**Plan**" means this Stock Option Plan.
- 2.31 "**Shares**" means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, "Shares" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.32 "**Securities Act**" means the *Securities Act*, R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.33 "**TSXV Policies**" means the policies included in the TSX Venture Exchange Corporate Finance Manual and "TSX Policy" means any one of them.
- 2.34 "**Unissued Option Shares**" means the number of Shares which have, at a particular time, been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.35 "**Vested**" means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.
- 2.36 "**VWAP**" means the volume weighted average trading price of the Shares (if listed on an Exchange), calculated by dividing the total value by the total volume of such securities traded for the five (5) trading days immediately preceding the date of exercise of the subject Option, and where appropriate the Company may exclude internal crosses and certain other special terms trades from the calculation.

3. GRANT OF OPTIONS

3.1 Option Terms

The Board may from time to time authorize the allocation and issue of Options to specific Eligible Persons of the Company and its subsidiaries. The Option Price under each Option so allocated shall be not less than the Discounted Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date. Options shall not be assignable (or transferable) by the Optionee. Both the Company and the Optionee are responsible for ensuring and confirming that the Optionee is a *bona fide* Eligible Person.

3.2 Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to options granted under the Plan shall be **8,895,976** Shares.

The number of Shares reserved for issuance under the Plan and all of the Company's other previously established or proposed share compensation arrangements at any time to all Insiders shall not exceed 10% of the total number of issued and outstanding shares on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company).

The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, within a 12-month period:

- (a) to all Insiders (as a group) shall not exceed 10% of the total number of issued and outstanding shares on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company);
- (b) to any one Person shall not exceed 5% of the total number of issued and outstanding Shares, calculated on the Grant Date on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company);
- (c) to any one Consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and
- (d) to all Investor Relations Service Providers shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis.

3.3 Eligible Charitable Organizations

Notwithstanding the foregoing limitations, Options may be granted to Eligible Charitable Organizations for up to one percent (1%) of the total issued and outstanding shares of the Company from time to time, provided that such Options must expire on the earlier of: (i) 10 years from the date of the grant, and (ii) 90 days after the date that the optionee ceases to be an Eligible Charitable Organization.

3.4 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. For stock options to Employees, Consultants, Consultant Company or Management Company Employees, each of the Company and the Optionee is representing herein and in the applicable Option Agreement that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

3.5 News Releases

The Company must publicly announce by news release at the time of the grant any Options granted to Directors, officers and Investor Relations Service Providers.

4. EXERCISE OF OPTION

4.1 When Options May be Exercised

Subject to subsections 4.3 and 4.4, an Option may be exercised to purchase any number of Shares up to the number of Vested Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. local time on the Expiry Date and shall not be exercisable thereafter.

4.2 Manner of Exercise

The Option shall be exercisable by delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon notice and payment, there will be a binding contract for the issue of the Shares in respect of which

the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's certified cheque or bank draft payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case the Option shall not have been validly exercised or unless the Net Exercise Option set out in subsection 6.2 below is used by the Optionee.

4.3 Vesting of Option Shares

The Directors in their sole discretion may or may not determine and impose terms upon which each Option shall become Vested in respect of Option Shares; and provided that if the Option is being granted to an Eligible Person who is providing Investor Relations Activities to the Company, then the Option must vest in stages over not less than 12 months and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period. For greater clarity, any options outstanding under all other stock option agreements shall vest in stages over 18 months and one-third (1/3) shall vest in each six (6) month period.

4.4 Termination of Employment

If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 365 days after the date of death or Disability; and
- (ii) the Expiry Date.

(b) Termination For Cause

If the Optionee, or in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person as a result of termination for cause, as that term is interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee's employer, is employed or engaged; any outstanding Option held by such Optionee on the date of such termination, whether in respect of Option Shares that are Vested or not, shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is thirty (30) days after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person.

For greater certainty, an Option that had not become Vested in respect of certain Unissued Option Shares at the time that the relevant event referred to in subsection 4.4 occurred, shall

not be or become vested or exercisable in respect of such Unissued Option Shares and shall be cancelled.

4.5 Effect of a Take-Over Bid

If a *bona fide* offer (an "**Offer**") for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the *Securities Act*, subject to the consent of the Exchange, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon the Option Shares subject to such Option will become Vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become Vested pursuant to subsection 4.3 shall be reinstated. If any Option Shares are returned to the Company under this subsection 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

4.6 Acceleration of Expiry Date

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, are Vested (subject to the proviso below), and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer, PROVIDED THAT where an Option was granted to a consultant providing Investor Relations Activities, the Directors declaration that Option Shares issuable upon the exercise of such Options granted under the Plan be Vested with respect to such Option Shares, is subject to prior approval of the Exchange. The Directors shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days and not more than 35 days' notice is required.

4.7 Effect of a Change of Control

If a Change of Control occurs, all Option Shares subject to each outstanding Option will become Vested, whereupon such Option may be exercised in whole or in part by the Optionee, subject to the prior consent of the Exchange.

4.8 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not Vested at that time or which, if Vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of

any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

4.9 Shares Not Acquired

Any Unissued Option Shares not acquired by an Optionee under an Option which has been cancelled, terminated, surrendered, forfeited, or allowed to expire without being exercised, and pursuant to which no Option Shares have been issued may be made the subject of a further Option pursuant to the provisions of the Plan.

4.10 Extension of Term During Trading Black Out

In the event the Expiry Date of an Option falls on a date during a trading blackout period that has been self-imposed by the Company, the Expiry Date of the Option will be extended to the 10th business day following the date that the self-imposed trading blackout period is lifted by the Company. For greater certainty, the Expiry Date of an Option will not be extended in the event a cease trade order is issued by a securities regulatory authority against the Company or an Optionee.

4.11 Exchange Hold Period

If either (i) the Option Price is less than the Market Price at the time of the grant to any Optionee, or (ii) the Option is granted to a director, officer, promoter or other insiders of the Company, and unless the Option grant is qualified by a prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then the Option will bear an Exchange Hold Period, and the following legend will be inserted onto the first page of the Option Agreement:

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof 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 ■, 20■ [i.e., four months and one day after the date of grant].

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1 Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "**Share Reorganization**") then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
 - (i) the Option Price in effect immediately before that effective date or record date; and
 - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and

- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subparagraph (a)(ii).

5.2 Special Distribution

Subject to the prior acceptance of the Exchange, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares:

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board of Directors of the Company has determined to be outside the normal course); or
- (d) rights, options or warrants,

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a "**Special Distribution**"), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution. In the event that there is not a sufficient number of Shares issuable under the Plan to satisfy the Company's obligations to all of its Option holders after a Special Distribution, then the provisions of subsection 5.6 below will apply.

5.3 Corporate Organization

Whenever there is:

- (5) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in subsections 5.1 or 5.2;
- (b) a consolidation, merger, or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or
- (c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation,

(any such event being herein called a "**Corporate Reorganization**") the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Directors.

5.4 Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate

Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

5.5 Regulatory Acceptance

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of subsection 5.1, 5.2 or 5.3 is subject to the prior acceptance of the Exchange where required pursuant to their policies, and compliance with the applicable securities rules or regulations of any other governmental authority having jurisdiction.

5.6 Cash Compensation

In the event that subsequent to a Special Distribution, there are not a sufficient number of Shares issuable under the Plan to satisfy the Company's obligations to all of its Option holders, then in compensation of the portion of any Option which the Company is unable to issue, the Option holders will be entitled instead to receive compensation from the Company in cash equal to the number of shares that the Company is prohibited from issuing multiplied, by the difference between the Market Price on the effective date of the Special Distribution and the Option Price of each Option so affected, as determined in the sole discretion of the Board

6. ALTERNATIVE OPTION EXERCISE PROVISIONS

6.1 Cashless Exercise

An Optionee and the Company may, by agreement, enter into an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to an Optionee to purchase the listed Shares underlying the Options (a "Cashless Exercise"). The brokerage firm then sells a sufficient number of listed Shares to cover the exercise price of the Options in order to repay the loan made to the Optionee. The brokerage firm receives an equivalent number of listed Shares from the exercise of the Options and the Optionee then receives the balance of listed Shares or the cash proceeds from the balance of such Listed Shares

For example, an Optionee holding an Option to purchase 100 listed Shares at \$10 would need to disburse \$1,000 to purchase the underlying Listed Shares. Pursuant to the Cashless Exercise, the brokerage firm will advance the \$1,000 to the Participant to enable the Optionee to exercise their Options. Assuming a market price of \$15, the broker receives 67 listed Shares from the exercise and will sell 67 listed Shares ($\$1,000/\15) in order to repay the loan made to the Optionee who then receives 33 listed Shares (100 listed Shares less 67 listed Shares) or \$495 ($33 \times \15) if those 33 listed Shares are sold at \$15 each.

6.2 Net Exercise Option

Where the Shares are listed and posted for trading on any Exchange, excluding Options held by any Optionee who is providing Investor Relations Activities to the Company, Optionees may elect to exercise Options granted pursuant to the Plan that are vested and exercisable, in consideration of the receipt by the Optionee from the Company of the number of underlying listed Shares (with no fractional shares being issued) that is equal to the quotient obtained by dividing:

- (A) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying listed Shares and the Option Price of the subject Options; by

(B) the VWAP of the underlying listed Shares;

(the “**Net Exercise Option**”).

For example, under the Net Exercise Option, if an Optionee holds an Option to purchase 100 listed Shares, exercisable at a price of \$1.00 per Share and the VWAP of the listed Shares is \$1.50, then the Optionee would not pay the Company any cash, and instead of receiving 100 listed Shares would only receive 33 listed Shares (fractional Shares being in effect rounded down to the nearest lower whole Share) calculated as follows:

$$\frac{100 \times (\$1.50 - \$1.00)}{\$1.50} = 33 \text{ Shares}$$

All Options exercised pursuant to the Net Exercise Option will be considered exercised in full for all purposes under the Plan.

In no circumstances will any Optionee at any time be obligated to use the Net Exercise Option. The Company may, in its sole discretion, refuse to accept the net exercise of unexercised Options and if any such net exercise is not accepted by the Company or completed for any reason, the notice of exercise shall be deemed to be withdrawn and the Options in respect of which such notice was provided shall again become subject to their original terms as if such notice of exercise had not been provided.

7. MISCELLANEOUS

7.1 Right to Employment

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

7.2 Necessary Approvals

The Plan shall be effective immediately upon the approval of the Board of directors of the Company, where the Company is a non-reporting issuer. If the Company is a reporting issuer whose Shares are listed on any Exchange, then the Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution by the disinterested shareholders of the Company, where such prior approval is required by the policies of the Exchange, and the written acceptance of the Plan by the Exchange. Any Options granted under this Plan before such prior approval shall only be exercised upon the receipt of such approval, where required by the policies of the Exchange. Disinterested shareholder approval (as required by the Exchange) will also be obtained for any reduction in the exercise price of or extensions to any Option granted under this Plan, if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to compliance with the policies of the Exchange and applicable securities rules or regulations of any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to comply with such policies, rules or regulations, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

7.3 Administration of the Plan

The Directors shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations

relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in subsection 5.4, the interpretation and construction of any provision of the Plan by the Directors shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

7.4 Income Taxes

As a condition of participation in the Plan, any Optionee shall on request authorize the Company in writing to withhold from any remuneration otherwise payable to the Optionee any amounts required by any taxing authority to be withheld for taxes and contributions of any kind as a consequence of the Optionee's participation in the Plan.

7.5 Amendments to the Plan

The Directors may from time to time, subject to applicable law and to the prior approval, if required, of the Exchange or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any option previously granted to an Optionee under the Plan without the consent of that Optionee. Any amendments to the Plan or options granted thereunder to Insiders will be subject to the approval of the shareholders, where such approval is required by the policies of the Exchange.

7.6 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

7.7 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

7.8 Compliance with Applicable Law

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

7.9 No Assignment

No Optionee may assign any of his or her rights under the Plan or any Option granted thereunder.

7.10 Rights of Optionees

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

7.11 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

7.12 Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the Province of British Columbia.

7.13 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

7.14 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

Approved by the Board of Directors on April 6, 2023.

SCHEDULE "A"

MINCO CAPITAL CORP. STOCK OPTION PLAN

OPTION AGREEMENT

[Note: If either (i) the Option Price is less than the Market Price at the time of the grant to any optionee, or (ii) the option is granted to a director, officer, promoter or other insider of the Company, and except if the grant is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then insert 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 any securities issued upon exercise thereof 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 ■[four months and one day after the date of grant]. Unless permitted under securities legislation, the Optionee must not trade the Option Shares until ■[four months and one day after the date of grant].

This Option Agreement is entered into between Minco Capital Corp. (the "Company") and the Optionee named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ■, 20■ (the "Grant Date");
2. ■ (the "Optionee");
3. was granted the option (the "Option") to purchase ■ Common Shares (the "Option Shares") of the Company;
4. for the price (the "Option Price") of \$■ per share;
5. ■ which shall be exercisable ("Vested") as to 1/3 of the Option Shares at the end of the first six (6) months from the Grant Date, a further 1/3 of the original number of Option Shares at the end of the first twelve (12) months from the Grant Date, and a further 1/3 of the original number of Option Shares at the end of the first eighteen (18) months from the Grant Date;
6. terminating on the ■, 20■ (the "Expiry Date");
7. when exercised, the Company will forthwith calculate all applicable Canadian government withholding taxes of the Optionee, and Canada or Quebec (if applicable) Pension Plan contributions, and the Optionee agrees to remit to the Company such taxes and contributions to the Company, which will be remitted by the Company to Canada Revenue Agency and reflected on any annual statement of remuneration issued by the Company; and
8. by signing this Option Agreement, the Optionee acknowledges and consents to:
 - (a) the disclosure of Personal Information by the Company to the TSX Venture Exchange (the "Exchange") (as defined in Exchange Appendix 6A – see Appendix I hereto) pursuant to the Exchange Form 4G which the Company is required to file in connection with this Option grant; and
 - (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6A or as otherwise identified by the Exchange, from time to time;

(Where "Personal Information" means any information about the Optionee, and includes the information contained in the tables, as applicable, found in Exchange Form 4G),

all on the terms and subject to the conditions set out in the Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ■ day of ■, 20■.

MINCO CAPITAL CORP.

Per:

Optionee

Authorized Signatory



APPENDIX 6A ACKNOWLEDGEMENT – PERSONAL INFORMATION

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

Schedule "B"

AUDIT COMMITTEE CHARTER

Mandate and Purpose of the Committee

The Audit Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Minco Capital Corporation (the "**Corporation**") is a standing committee of the Board whose primary function is to assist the Board in fulfilling its oversight responsibilities relating to:

- a) the integrity of the Corporation's financial statements;
- b) the Corporation's compliance with legal and regulatory requirements, as they relate to the Corporation's financial statements;
- c) the qualifications, independence and performance of the Corporation's auditor;
- d) internal controls and disclosure controls;
- e) the performance of the Corporation's internal audit function;
- f) consideration and approval of certain related party transactions; and
- g) performing the additional duties set out in this Charter or otherwise delegated to the Committee by the Board.

Authority

The Committee has the authority to:

- a) engage and compensate independent counsel and other advisors as it determines necessary or advisable to carry out its duties; and
- b) communicate directly with the Corporation's auditor.

The Committee has the authority to delegate to individual members or subcommittees of the Committee.

Composition and Expertise

The Committee shall be composed of a minimum of three (3) members, each who is a director of the Corporation. A majority of the Committee members must be "independent" and all must be "financially literate" as such terms are defined in applicable securities legislation.

Committee members shall be appointed annually by the Board at the first meeting of the Board following each annual meeting of shareholders. Committee members hold office until the next annual meeting of shareholders or until they are removed by the Board or cease to be directors of the Corporation.

The Board shall appoint one member of the Committee to act as Chair of the Committee. If the Chair of the Committee is absent from any meeting, the Committee shall select one of the other members of the Committee to preside at that meeting.

Meetings

Any member of the Committee or the auditor may call a meeting of the Committee. The Committee shall meet at least four (4) times per year and as many additional times as the Committee deems necessary to carry out its duties. The Chair shall develop and set the Committee's agenda, in consultation with other members of the Committee, the Board and senior management.

Notice of the time and place of every meeting shall be given in writing to each member of the Committee, at least 72 hours (excluding holidays) prior to the time fixed for such meeting. The Corporation's auditor

shall be given notice of every meeting of the Committee and, at the expense of the Corporation, shall be entitled to attend and be heard thereat. If requested by a member of the Committee, the Corporation's auditor shall attend every meeting of the Committee held during the term of office of the Corporation's auditor.

A majority of the Committee shall constitute a quorum. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present in person or by means of such telephonic, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously.

The Committee may invite such directors, officers and employees of the Corporation and advisors as it sees fit from time to time to attend meetings of the Committee.

The Committee shall meet without management present whenever the Committee deems it appropriate.

The Committee shall appoint a Secretary who need not be a director or officer of the Corporation. Minutes of the meetings of the Committee shall be recorded and maintained by the Secretary and shall be subsequently presented to the Committee for review and approval.

Committee and Charter Review

The Committee shall conduct an annual review and assessment of its performance, effectiveness and contribution, including a review of its compliance with this Charter. The Committee shall conduct such review and assessment in such manner as it deems appropriate and report the results thereof to the Board.

The Committee shall also review and assess the adequacy of this Charter on an annual basis, taking into account all legislative and regulatory requirements applicable to the Committee, as well as any guidelines recommended by regulators or the Toronto Stock Exchange and shall recommend changes to the Board thereon.

Reporting to the Board

The Committee shall report to the Board in a timely manner with respect to each of its meetings held. This report may take the form of circulating copies of the minutes of each meeting held.

Duties and Responsibilities

Financial Reporting

- I. The Committee is responsible for reviewing and recommending approval to the Board of the Corporation's annual and interim financial statements, MD&A and related news releases, before they are released.
- II. The Committee is also responsible for:
 - (i) being 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, other than the public disclosure referred to in the preceding paragraph, and for periodically assessing the adequacy of those procedures;
 - (ii) engaging the Corporation's auditor to perform a review of the interim financial statements and receiving from the Corporation's auditor a formal report on the auditor's review of such interim financial statements;

- (iii) discussing with management and the Corporation's auditor the quality of applicable accounting principles and financial reporting standards, not just the acceptability of thereof;
- (iv) discussing with management any significant variances between comparative reporting periods; and
- (v) in the course of discussion with management and the Corporation's auditor, identifying problems or areas of concern and ensuring such matters are satisfactorily resolved.

Auditor

- III. The Committee is responsible for recommending to the Board:
 - (i) the auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation; and
 - (ii) the compensation of the Corporation's auditor.
- IV. The Corporation's auditor reports directly to the Committee. The Committee is directly responsible for overseeing the work of the Corporation's auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the Corporation's auditor regarding financial reporting.

Relationship with the Auditor

- V. The Committee is responsible for reviewing the proposed audit plan and proposed audit fees. The Committee is also responsible for:
 - (i) establishing effective communication processes with management and the Corporation's auditor so that it can objectively monitor the quality and effectiveness of the auditor's relationship with management and the Committee;
 - (ii) receiving and reviewing regular feedback from the auditor on the progress against the approved audit plan, important findings, recommendations for improvements and the auditor's final report;
 - (iii) reviewing, at least annually, a report from the auditor on all relationships and engagements for non-audit services that may be reasonably thought to bear on the independence of the auditor; and
 - (iv) meeting in camera with the auditor whenever the Committee deems it appropriate.

Accounting Policies

- VI. The Committee is responsible for:
 - (i) reviewing the Corporation's accounting policy note to ensure completeness and acceptability with applicable accounting principles and financial reporting standards as part of the approval of the financial statements;
 - (ii) discussing and reviewing the impact of proposed changes in accounting standards

or securities policies or regulations;

- (iii) reviewing with management and the auditor any proposed changes in major accounting policies and key estimates and judgments that may be material to financial reporting;
- (iv) discussing with management and the auditor the acceptability, degree of aggressiveness/conservatism and quality of underlying accounting policies and key estimates and judgments; and
- (v) discussing with management and the auditor the clarity and completeness of the Corporation's financial disclosures.

Risk and Uncertainty

- VII. The Committee is responsible for reviewing, as part of its approval of the financial statements:
 - (i) uncertainty notes and disclosures; and
 - (ii) MD&A disclosures.
- VIII. The Committee, in consultation with management, will identify the principal business risks and decide on the Corporation's "appetite" for risk. The Committee is responsible for reviewing related risk management policies and recommending such policies for approval by the Board. The Committee is then responsible for communicating and assigning to the applicable Board Committee such policies for implementation and ongoing monitoring.
- IX. The Committee is responsible for requesting the auditor's opinion of management's assessment of significant risks facing the Corporation and how effectively they are managed or controlled.

Controls and Control Deviations

- X. The Committee is responsible for reviewing:
 - (i) the plan and scope of the annual audit with respect to planned reliance and testing of controls; and
 - (ii) major points contained in the auditor's management letter resulting from control evaluation and testing.
- XI. The Committee is also responsible for receiving reports from management when significant control deviations occur.

Compliance with Laws and Regulations

- XII. The Committee is responsible for reviewing regular reports from management and others (e.g. auditors) concerning the Corporation's compliance with financial related laws and regulations, such as:
 - (i) tax and financial reporting laws and regulations;
 - (ii) legal withholdings requirements;

- (iii) environmental protection laws; and
- (iv) other matters for which directors face liability exposure.

Related Party Transactions

All transactions between the Corporation and a related party (each a "related party transaction"), other than transactions entered into in the ordinary course of business, shall be presented to the Committee for consideration.

The term "related party" includes (i) all directors, officers, employees, consultants and their associates (as that term is defined in the *Securities Act* (Ontario)), as well as all entities with common directors, officers, employees and consultants (each "general related parties"), and (ii) all other individuals and entities having beneficial ownership of, or control or direction over, directly or indirectly securities of the Corporation carrying more than 10% of the voting rights attached to all of the Corporation's outstanding voting securities (each "10% shareholders").

Related party transactions involving general related parties which are not material to the Corporation require review and approval by the Committee. Related party transactions that are material to the Corporation or that involve 10% shareholders require approval by the Board, following review thereof by the Committee and the Committee providing its recommendation thereon to the Board.

Non-Audit Services

All non-audit services to be provided to the Corporation or its subsidiary entities by the Corporation's auditor must be pre-approved by the Committee.

Submission Systems and Treatment of Complaints

The Committee is responsible for establishing procedures for:

- (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
- (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

The Committee is responsible for reviewing complaints and concerns that are brought to the attention of the Chair of the Committee and for ensuring that any such complaints and concerns are appropriately addressed. The Committee shall report quarterly to the Board on the status of any complaints or concerns received by the Committee.

PROCEDURE FOR REPORTING OF FRAUD OR CONTROL WEAKNESSES

Each employee is expected to report situations in which he or she suspects fraud or is aware of any internal control weaknesses. An employee should treat suspected fraud seriously, and ensure that the situation is brought to the attention of the Committee. In addition, weaknesses in the internal control procedures of the Corporation that may result in errors or omissions in financial information, or that create a risk of potential fraud or loss of the Corporation's assets, should be brought to the attention of both management and the Committee.

To facilitate the reporting of suspected fraud, it is the policy of the Corporation that the employee (the "whistleblower") has anonymous and direct access to the Chair of the Committee. The current Chair, Mr. Malcolm Clay, can be reached at 604-788-0693. Should a new Chair be appointed prior to the updating of this document, the current Chair will ensure that the whistleblower is able to reach the new Chair in a timely

manner. In the event that the Chair of the Committee cannot be reached, the whistleblower should contact the Chair of the Board. Access to the names and places of employment of the Corporation's Directors can be found on the Corporation's website.

In addition, it is the policy of the Corporation that employees concerned about reporting internal control weaknesses directly to management are able to report such weaknesses to the Committee anonymously. In this case, the employee should follow the same procedure detailed above for reporting suspected fraud.

Hiring Policies

The Committee is responsible for reviewing and approving the Corporation's hiring policies regarding partners, employees, and former partners and employees of the present and former auditor of the Corporation.