

FORM 62-103F1
REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

Units (“**Units**”) consisting of common shares (“**Common Shares**”) in the capital of Group Eleven Resources Corp. (“**Group Eleven**”) from treasury and warrants exercisable to purchase Common Shares at a price of C\$0.24 per Unit for a period of 36 months from the Closing Date (as defined herein) (the “**Warrants**”).

Group Eleven’s head office is located at 22 Northumberland Road, Ballsbridge, Dublin 4, Ireland.

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

The Units and the underlying securities are newly- and directly- issued securities of Group Eleven.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Glencore Canada Corporation (“**Glencore Canada**”)
100 King Street West, Suite 6900
P.O. Box 403
Toronto, Ontario, Canada
M5X 1E3

Glencore Canada is incorporated under the federal laws of Canada as a wholly-owned indirect subsidiary of Glencore AG, a globally diversified natural resource producer and commodities trading company.

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On October 11, 2019 (the “**Closing Date**”), Glencore Canada purchased 8,400,000 Units from Group Eleven (the “**Investment**”), with each Unit consisting of one Common Share from treasury and one-half of one Warrant at a price of C\$0.12 per Unit for total gross proceeds to Group Eleven of C\$1,008,000. The Warrants are exercisable at a price of C\$0.24 per Common Share for a period of 36 months from the Closing Date.

2.3 State the names of any joint actors.

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

- 3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.**

See Item 3.4 below.

- 3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.**

Glencore Canada acquired ownership and control over the Common Shares and Warrants composing the Units.

- 3.3 If the transaction involved a securities lending arrangement, state that fact.**

Not applicable.

- 3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

Glencore Canada acquired 8,400,000 Common Shares and 4,200,000 Warrants, which represents 11.58% of the outstanding Common Shares on a non-diluted basis, and 16.41% of the outstanding Common Shares on a partially-diluted basis (after accounting for the exercise of all Warrants held by Glencore Canada). Prior to the completion of the Investment, neither Glencore Canada nor any of its affiliates owned or controlled any Common Shares or other securities of Group Eleven. The ownership percentages described above are based on Group Eleven having 64,159,504 Common Shares outstanding as of October 10, 2019, as disclosed to Glencore in transaction agreements related to the Investment.

- 3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which**

- (a) the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.4 above.

- (b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect**

of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

- 3.7 **If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 **If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

Item 4 – Consideration Paid

- 4.1 **State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

See Item 2.2 above.

- 4.2 **In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Items 2.2 above.

- 4.3 **If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) **the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) **a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) **a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) **a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) **a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) **a material change in the reporting issuer's business or corporate structure;**
- (g) **a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) **a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) **the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) **a solicitation of proxies from securityholders;**
- (k) **an action similar to any of those enumerated above.**

Glencore Canada acquired the Units for investment purposes. Glencore Canada will continue to monitor the business, prospects, financial condition and potential capital requirements of Group Eleven. Depending on its evaluation of these and other factors, Glencore Canada may from time to time in the future increase or decrease its direct or indirect ownership, control or direction over the Common Shares, Warrants, or other securities of Group Eleven through market transactions, private agreements, subscriptions from treasury or otherwise.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

The parties entered into an Investor Rights Agreement (the “**Agreement**”) on completion of the Investment. The Agreement provides that, among other things, Glencore Canada will have certain rights and obligations for as long as Glencore Canada owns at least 10% of the issued and outstanding Common Shares. These rights include:

- (a) a right to subscribe for and to be issued as part of any securities offerings (including convertible securities, but subject to certain customary excluded issuances), at an equivalent subscription price per security pursuant to the offering and otherwise on substantially the terms and conditions of the offering, up to the number of securities that would allow Glencore Canada to maintain its *pro rata* equity ownership interest in effect from time to time; and
- (b) a right to nominate one director to Group Eleven’s board of directors, that, subject to customary qualification requirements, Group Eleven agrees to support the election of.

In certain circumstances where Glencore’s ownership percentage becomes less than 10% as a result of dilution, it will have the opportunity to take steps to increase its ownership to more than 10% prior to termination of the Agreement. Group Eleven agreed that for the term of this Agreement, the number of directors of the Company shall be no greater than five.

No right of first refusal, finder’s fees, joint ventures, loan or option arrangements, guarantees of profits, or the division of profits or loss are granted to Glencore Canada pursuant to the Agreement.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer’s securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

The acquiror certifies that the statements made in this report are true and complete in every respect.

DATED: October 15, 2019

GLENCORE CANADA CORPORATION

By: “Michael Boone”
Name: Michael Boone
Title: Chief Financial Officer