2024 MANAGEMENT INFORMATION CIRCULAR

CONSOLIDATED LITHIUM METALS INC. (FORMERLY JOURDAN RESOURCES INC.)

ABOUT THE SHAREHOLDER MEETING May 15, 2024

Forward-looking Statements

This management information circular ("**Circular**") contains certain "forward-looking statements" including with respect to the holding of the Meeting (as defined below) to elect the directors of Consolidated Lithium Metals Inc. (formerly, Jourdan Resources Inc.) ("**CLM**" or the "**Corporation**") for the ensuing year, appoint McGovern Hurley LLP as auditor of the Corporation, re-approve the Omnibus Plan (as defined below), and approve the consolidation of the Corporation's shares. Such forward-looking statements involve risks and uncertainties, many of which are outside of the control of the Corporation. Forward-looking statements involve known and unknown risks, uncertainties, assumptions and other factors that may cause the actual results, performance or achievements of the Corporation to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Any forward-looking statement contained herein speaks only as of the date of this Circular and, except as may be required by applicable securities laws, the Corporation disclaims any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results or otherwise.

Solicitation of Proxies

You have received this Circular because you owned common shares of the Corporation ("**Common Shares**") as of May 8, 2024. You are therefore entitled to vote at the 2024 annual and special meeting of common shareholders (the "**Meeting**") of the Corporation to be held on June 14, 2024 at 10:00 a.m. (Toronto time) at 5 Hazelton Avenue, Suite 400, Toronto, Ontario M5R 2E1, and any postponement(s) or adjournment(s) thereof.

The board of directors of the Corporation (the "**Board**") has set May 8, 2024 as the record date for the Meeting (the "**Record Date**").

Management is soliciting your proxy for the Meeting. The Board has fixed 10:00 a.m. (Toronto time) on June 12, 2024, or 48 hours (excluding Saturdays, Sundays or holidays) before any postponement(s) or adjournment(s) of the Meeting, as the time by which proxies to be acted upon at the Meeting shall be deposited with the Corporation's transfer agent. The costs of solicitation by management will be borne by the Corporation.

These materials are being sent to both registered and non-registered owners of the Common Shares. The Corporation or its agent has obtained information regarding non-registered owners in accordance with the applicable securities regulatory requirements from the intermediary holding the Common Shares on your behalf. By choosing to send these materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

The Corporation shall make a list of all persons who are registered shareholders of the Corporation ("**Shareholders**") on the Record Date and the number of Common Shares registered in the name of each

Shareholder on such date. Each Shareholder is entitled to one vote on each matter to be acted on at the Meeting for each Common Share registered in his or her name as it appears on the list.

Unless otherwise stated, the information contained in this Circular is as of the date hereof. All dollar amount references in this Circular, unless otherwise indicated, are expressed in Canadian dollars.

Voting

Appointment and Revocation of Proxies

The persons named in the enclosed form of proxy are officers and/or directors of the Corporation. **You may appoint some other person or entity to represent you at the Meeting** by inserting such person's name in the blank space provided in that form of proxy or by completing another proper form of proxy and, in either case, depositing the completed proxy at the office of the transfer agent of the Corporation indicated on the enclosed envelope not later than the times set out above.

In addition to revocation in any other manner permitted by law, a Shareholder may revoke a proxy given pursuant to this solicitation by depositing an instrument in writing (including another proxy bearing a later date) executed by the Shareholder or by an attorney authorized in writing at 5 Hazelton Avenue, Suite 400, Toronto, Ontario M5R 2E1 at any time up to and including the last business day preceding the day of the Meeting.

For registered Shareholders who do not receive physical delivery of the form of proxy by mail due to a postal disruption as a result of a Canada Post labour disruption or any other cause, the form of proxy for use by registered Shareholders is also available under the Corporation's profile at www.sedarplus.ca. In the event of a postal disruption, registered Shareholders are encouraged to complete the form of proxy and return it by courier to TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1 or by facsimile at (416) 361-0470, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in Ontario) before the time set for the Meeting.

Voting of Proxies

Registered Shareholders

You can vote in person or vote by proxy. Voting by proxy is the easiest way to vote because you can appoint anyone to be your proxyholder to attend the Meeting and vote your Common Shares according to your instructions. This person does not need to be a Shareholder. The executive officers named in the proxy form can act as your proxyholder and vote your Common Shares according to your instructions.

If you appoint the CLM proxyholders and do not indicate your voting instructions, they will vote your Common Shares:

- for the appointment of the auditors;
- for the approval of the Omnibus Plan;
- for the approval of the Share Consolidation (as defined below); and
- for the appointment of the nominated directors.

If you want to appoint someone else as your proxyholder, print that person's name in the blank space provided in the proxy form (or complete another proxy form) and send the form to the Corporation's transfer agent. Make sure this person is aware that you appointed them as your proxyholder and that they must attend the Meeting to vote on your behalf and according to your instructions. If you do not indicate your voting instructions, your proxyholder can vote as he or she sees fit.

At the time of printing this Circular, management is not aware of any amendments, variations or other matters to come before the Meeting. If other matters are properly brought before the Meeting, your proxyholder can vote as he or she sees fit.

The transfer agent must receive the completed proxy form by 10:00 a.m. (Toronto time) on June 12, 2024, or 48 hours (excluding Saturdays, Sundays or holidays) before any postponement(s) or adjournment(s) of the Meeting.

Non-Registered Shareholders

Non-registered Shareholders ("**Non-Registered Shareholders**") are those holders who beneficially own Common Shares registered in the name of an intermediary with whom the Non-Registered Shareholder deals in respect of the Common Shares, such as, banks, trust companies, securities dealers (each an "**Intermediary**") or in the name of a clearing agency such as CDS & Co. Securities laws require the Corporation to send the meeting materials to the Intermediaries and clearing agencies so they can distribute them to our Non-Registered Shareholders. These materials include the notice of the Meeting, the Circular, a proxy or voting instruction form, and a copy of the Corporation's annual financial statements and management's discussion and analysis.

Intermediaries and clearing agencies must forward the Meeting materials to Non-Registered Shareholders unless the Non-Registered Shareholder has waived the right to receive them. If you are a Non-Registered Shareholder and have not waived the right to receive the materials, your package includes either a voting instruction form (not signed by your Intermediary) or a proxy form (signed by your Intermediary). Management does not intend to pay intermediaries to forward any materials to objecting beneficial owners. Objecting beneficial owners will not receive meeting materials unless the objecting beneficial owner's intermediary assumes the cost of delivery.

Either form instructs your Intermediary (the registered Shareholder) to vote your Common Shares according to your instructions. Be sure to send back your completed form as soon as possible to ensure your Intermediary carries out your voting instructions.

Non-Registered Shareholders who do not receive physical delivery of their voting instruction form and control number by mail due to a postal disruption as a result of a Canada Post labour disruption or other cause may obtain their control number and online or telephonic voting instructions by contacting their Intermediary that holds their Common Shares.

We encourage Non-Registered Shareholders to review such instructions carefully and contact their Intermediary promptly to obtain their required control number or provide instructions to vote on their behalf and thereby ensure their vote is recorded through the internet and telephone system.

Interest of Certain Persons or Companies in Matters to be Acted Upon

None of the directors or officers of the Corporation, nor any person who has held such a position since the beginning of the last completed financial year of the Corporation, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, other than the approval of the Omnibus Plan and to the extent that Common Shares owned by any of them are affected by the Share Consolidation, each as described in this Circular.

Voting Securities and Principal Holders

The authorized capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preferred shares. As of the date hereof, the Corporation has 356,317,266 Common Shares issued and outstanding and no preferred shares issued and outstanding. To the knowledge of the directors and officers of the Corporation, as at the date hereof, no person, beneficially owns, directly or indirectly, or exercises control or direction over securities carrying more than 10% of the voting rights attached to the Common Shares.

BUSINESS OF THE MEETING

Other than in respect of the election of directors and approval of the Omnibus Plan, or as otherwise disclosed herein, no informed person (as such term is defined under applicable securities laws) of the Corporation or Nominee (as defined below) (and each of their associates or affiliates) has had any direct or indirect material interest in any transaction involving the Corporation since January 1, 2023 or in any proposed transaction which has materially affected or would materially affect the Corporation or its subsidiaries.

Financial Statements

The consolidated financial statements for the fiscal year ended December 31, 2023, together with the auditor's report thereon, will be presented to Shareholders for review at the Meeting and were mailed to Shareholders with the Notice of Meeting and this Circular. No vote by the Shareholders is required with respect to this matter.

Appointment of Auditors

Management of the Corporation recommends that Shareholders vote in favour of the appointment of McGovern Hurley LLP, Chartered Accountants, as auditors of the Corporation until the close of the next annual meeting of Shareholders and the authorization of the Board to fix their remuneration. Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the appointment of McGovern Hurley LLP, Chartered Accountants, and the authorization of the Board to fix their remuneration.

McGovern Hurley LLP, Chartered Accountants, have been the auditors of the Corporation since January 8, 2019.

The following table sets out the audit and audit-related fees billed by the Corporation's auditors for the years ended December 31, 2023 and 2022.

Service	2022	2023
Audit Fees	$35,000	$50,290
Audit-Related Fees	Nil	Nil
Tax Fees	$3,800	$6,153
Other Fees	Nil	Nil
Total:	$38,800	$56,443

For additional information about the Corporation's auditors and the Audit Committee, please refer to the section "Audit Committee".

Omnibus Incentive Plan

At the annual and special meeting of the Corporation held on June 13, 2023, the Shareholders approved the Corporation's omnibus incentive plan (the "**Omnibus Plan**"). Pursuant to the Omnibus Plan, management proposes stock option ("**Options**") and restricted share unit ("**RSU**", and together with the Options, collectively, the "**Awards**") grants to the Board based on such criteria as performance, previous grants, and hiring and retention incentives. The Omnibus Plan is administered by the Board and all Award grants require approval of the Board. The Omnibus Plan provides for (i) grants of Options of up to a maximum of 10% of the issued and outstanding Common Shares at the time an Option is granted, less Common Shares reserved for issuance on exercise of Options then outstanding, and (ii) grants of RSUs up to a maximum of 29,588,515.

As described above, the Omnibus Plan is both a "rolling" plan and a "fixed" plan, in that it contemplates (i) grants of Options of up to a maximum of 10% of the issued and outstanding Common Shares at the time an Option is granted, less Common Shares reserved for issuance on exercise of Options then outstanding, and (ii) grants of RSUs up to a maximum of 29,588,515. As of the date of this Circular, there

were 31,134,811 Options outstanding pursuant to the Omnibus Plan which represents approximately 8.7% of the total issued and outstanding Common Shares; no RSUs have yet been granted pursuant to the Omnibus Plan.

The Board is of the view that the Omnibus Plan is required and in the best interest of the Corporation in order to facilitate the grant of Awards and provide additional incentive to, and attract and retain, the Service Providers (as such term is defined in the Omnibus Plan) necessary for the Corporation's long-term success, to encourage executives and/or employees and consultants to further the development of the Corporation and its operations, and to motivate Service Providers.

Pursuant to the policies of the TSX Venture Exchange ("**TSXV**" or "**Exchange**"), the Corporation is required to obtain the annual approval of the Omnibus Plan from its shareholders each year at its annual meeting of Shareholders. Accordingly, at the Meeting, the Shareholders will be asked to pass an ordinary resolution to approve the Omnibus Plan. A copy of the Omnibus Plan is attached hereto as Schedule "A".

Set forth below is a summary of the Omnibus Plan. The following summary is qualified in all respects by the provisions of the Omnibus Plan. Reference should be made to the Omnibus Plan for the complete provisions thereof.

As described above, the maximum aggregate number of Common Shares that may be reserved for issuance under the Omnibus Plan pursuant to the grant of RSUs at any point in time is 29,588,515, unless the Omnibus Plan is amended pursuant to the policies of the TSXV.

Any Common Share which was reserved for issuance pursuant to an Award which Award has been cancelled or terminated in accordance with the terms of the Omnibus Plan without being paid out as provided for in the Omnibus Plan shall be returned to the Corporation pursuant to the terms of the Omnibus Plan.

Only a Service Provider is eligible to participate in the Omnibus Plan and receive Awards thereunder.

Unless disinterested Shareholder approval is obtained (or unless permitted otherwise by the rules of the TSXV):

a. the maximum number of Common Shares which may be reserved for issuance to insiders (as a group) under the Omnibus Plan, together will all other Common Shares issuable under any other equity compensation arrangements then in place, shall not exceed ten percent (10%) of the issued and outstanding Common Shares calculated as of the date of grant of the Award;
b. the maximum number of Common Shares that may be made issuable to insiders (as a group), together will all other Common Shares issuable under any other equity compensation arrangements then in place, within a twelve (12) month period, may not exceed ten percent (10%) of the issued and outstanding Common Shares calculated as of the date of grant of the Award; and
c. subject to (b) above, the maximum number of Common Shares issuable pursuant to Awards or issued to any one Service Provider, together will all other Common Shares issuable under any other equity compensation arrangements then in place, within a twelve (12) month period, shall not exceed five percent (5%) of the issued and outstanding Common Shares calculated on the date of grant of the Award.

The maximum number of Common Shares which may be made issuable to any one Consultant (as such term is defined in the Omnibus Plan), together will all other Common Shares issuable under any other equity compensation arrangements then in place, within a twelve (12) month period, shall not exceed two percent (2%) of the number of issued and outstanding Common Shares as of the date of the grant of the Award.

The following limitations apply to the grant of Awards to Investor Relations Service Providers (as such term is defined in the Omnibus Plan):

a. the only Awards that may be granted to Investor Relations Service Providers are Options;
b. Options granted to Investor Relations Service Providers will vest:
    i. at a minimum over a period of not less than twelve (12) months as to twenty-five percent (25%) on the date that is three months from the date of grant, and a further twenty-five percent (25%) on each successive date that is three (3) months from the date of the previous vesting; or
    ii. such longer vesting period as the Board may determine; and
c. the maximum number of Common Shares that may be made issuable pursuant to Options granted to Investor Relations Service Providers in the previous 12 months shall not exceed two percent (2%) of the issued and outstanding Common Shares, calculated at the time of the grant.

RSU Grants under the Omnibus Plan

The Board may, in its discretion, at any time, and from time to time, grant RSUs to Service Providers as it determines is appropriate, subject to the limitations set out in the Omnibus Plan.

At the time a grant of a RSU is made, the Board may, in its sole discretion, establish performance conditions for the vesting of an RSU (the "**Performance Conditions**"). The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any Performance Conditions and may exercise its discretion to reduce the amounts payable under any Award subject to Performance Conditions. The Board may determine that an Award shall vest in whole or in part upon achievement of any one performance condition or that two or more Performance Conditions must be achieved prior to the vesting of an Award. Performance Conditions may differ for Awards granted to any one recipient of RSUs.

Except as provided in the Omnibus Plan, RSUs issued pursuant thereto will vest on the later of:

a. the Trigger Date (as such term is defined in the Omnibus Plan); and
b. the date upon which the relevant Performance Condition or other vesting condition set out in the Award has been satisfied.

RSUs which do not vest on or before the expiry date of such RSU due to failure to meet Performance Conditions or the cessation of employment will be automatically cancelled, without further act or formality on the part of the Corporation and without compensation by the Corporation. In addition, the Board may, at any time after a grant of a RSU, accelerate the Trigger Date of such RSU, provided such date is not earlier than one year from the date of the grant, unless otherwise permitted under TSXV policies.

Subject to the terms of the Omnibus Plan, the Corporation, in its discretion and as may be determined by the Board, will pay out vested RSUs issued under the Omnibus Plan and credited to the account of a recipient of an RSU by paying or issuing (net of any applicable withholding tax) to such recipient, on or subsequent to the Vesting Date (as such term is defined in the Omnibus Plan) but no later than the expiry date of such vested RSU, an Award payout of either:

a. subject to receipt of regulatory approvals, one (1) Common Share for such whole vested RSU. Fractional Common Shares shall not be issued and where a RSU recipient would be entitled to receive a fractional Common Share in respect of any fractional vested RSU, the Corporation shall pay to such RSU recipient, in lieu of such fractional Common Share, cash equal to the Vesting Date Value (as such term is defined in the Omnibus Plan) as at the Vesting Date of such fractional Common Share. Each Common Share issued by the Corporation pursuant to the Omnibus Plan shall be issued as fully paid and non-assessable, or
b. a cash amount equal to the Vesting Date Value as at the Vesting Date of such vested RSU; and
c. notwithstanding the foregoing, the Vesting Date Value must not be less than the Discounted Market Price (as such term is defined in the Omnibus Plan) as at the grant date of the RSU.

Notwithstanding anything in the Omnibus Plan, the Corporation shall not issue Common Shares to any Service Provider who is an insider of the Corporation where such issuance would result in:

a. the total number of Common Shares issuable at any time under the Omnibus Plan to insiders, or when combined with all other Common Shares issuable to insiders under any other equity compensation arrangements then in place, exceeding the maximum grants set forth in the Omnibus Plan, or ten percent (10%) of the total number of issued and outstanding Common Shares on a non-diluted basis, unless the Corporation has obtained disinterested Shareholder approval to do so; and
b. the total number of Common Shares that may be issued to insiders during any one (1) year period, or when combined with all other Common Shares issued to insiders under any other equity compensation arrangements then in place, exceeding the maximum grants set forth in the Omnibus Plan, or ten percent (10%) of the total number of issued and outstanding Common Shares on a non-diluted basis, unless the Corporation has obtained disinterested Shareholder approval to do so.

Where the Corporation is precluded from issuing Common Shares to an insider of the Corporation, the Corporation will pay to the relevant insider a cash amount equal to the Vesting Date Value as at the Vesting Date of the RSU.

Unless the Board at any time otherwise determines, all unvested RSUs held by any recipient thereof and all rights in respect thereof will be automatically cancelled, without any further act or formality and without compensation, immediately in the event of termination of employment or removal from service by the Corporation for cause or the retirement and/or voluntary resignation of the RSU recipient.

Unless the Board at any time otherwise determines, unvested RSUs will immediately vest on the date the RSU recipient ceases to be a Service Provider for any of the following reasons:

a. death or disability;
b. the termination of employment or removal from service by the Corporation without cause; and
c. the termination of employment by the RSU recipient other than by way of retirement or voluntary resignation by the RSU recipient.

In the event of a Change of Control (as such term is defined in the Omnibus Plan), all RSUs credited to an account of a recipient that have not otherwise previously been cancelled pursuant to the terms of the Omnibus Plan shall vest on the date on which the Change of Control occurs (the "**Change of Control Date**"). Within thirty (30) days after the Change of Control Date, but in no event later than the expiry date, the RSU recipient shall, at the discretion of the Board, receive either:

a. Common Shares, or
b. a cash payment equal in amount to: (i) the number of RSUs that vested on the Change of Control Date; multiplied by (b) the Fair Market Value (as such term is defined in the Omnibus Plan) on the Change of Control Date, net of any applicable withholding taxes and other source deductions required by law to be withheld by the Corporation.

Option Awards under the Omnibus Plan

No Options shall be granted after the expiration of ten (10) years from the earlier of the date of the adoption of the Omnibus Plan by the Corporation or the approval of the Omnibus Plan by the shareholders.

Employees of the Corporation are the only class of persons eligible to receive Incentive Stock Options (as such term is defined in the Omnibus Plan) under the Omnibus Plan.

Without limiting the powers of the Board hereunder, the Board has the power to:

a. allot Common Shares for issuance in connection with the exercise of Options;
b. grant Options hereunder;
c. subject to any necessary regulatory approval, amend, suspend, terminate or discontinue the

Omnibus Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Omnibus Plan will, without the prior written consent of all optionholders, alter or impair any Option previously granted under the Omnibus Plan unless the alteration or impairment occurred as a result of a change in the policies of the TSXV or the Corporation's tier classification thereunder; and

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

Subject to the policies of the TSXV and the prior receipt of any necessary regulatory approval, the Board may in its absolute discretion, amend or modify the Omnibus Plan or any Award granted as follows:

a. it may make amendments which are of a typographical, grammatical or clerical nature only;
b. amendments of a housekeeping nature; and
c. it may make such amendments as reduce, and do not increase, the benefits of the Omnibus Plan to Service Providers.

Subject to the Omnibus Plan, the exercise price of an Option may be amended only if at least six (6) months have elapsed since the later of: (i) the date of commencement of the term of the Option, (ii) the date the Common Shares commenced trading on the TSXV, or the (iii) date of the last amendment of the exercise price of such Option.

An Option must be outstanding for at least one year before the Corporation may extend its term, subject to a maximum term of five (5) years from the date of grant.

Any proposed amendment to the terms of an Option must be approved by the TSXV prior to the exercise of such Option.

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

a. the Service Provider remaining employed by or continuing to provide services to the Corporation as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Corporation during the vesting period; or
b. the Service Provider remaining as a director of the Corporation during the vesting period.

In the event of a Change of Control occurring, Options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control, excluding Options granted to a person engaged in Investor Relations Activities (as defined in the terms of the Omnibus Plan).

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

a. in the case of the death of an optionholder, any vested Option held by him at the date of death will become exercisable by the optionholder's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such optionholder and the date of expiration of the term otherwise applicable to such Option;
b. an Option granted to a (i) director and/or officer of the Corporation will expire ninety (90) days and (ii) to all others including, but not limited to, employees and consultants of the Corporation will

expire thirty (30) days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the optionholder at any time prior to expiry of the Option) after the date the optionholder ceases to be employed by or provide services to the Corporation, and only to the extent that such Option was vested at the date the optionholder ceased to be so employed by or to provide services to the Corporation; and

c. in the case of an optionholder being dismissed from employment or service for cause, such optionholder's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

Subject to the Omnibus Plan, all Options will be exercisable only by the optionholder to whom they are granted and will not be assignable or transferable.

The Corporation is required pursuant to the policies of the TSXV to obtain the approval of the Shareholders of the Omnibus Plan each year at the Corporation's annual meeting of Shareholders. **THE BOARD AND MANAGEMENT OF THE CORPORATION RECOMMEND THAT SHAREHOLDERS VOTE IN FAVOUR OF THE RESOLUTION APPROVING THE OMNIBUS PLAN** (the "**Omnibus Plan Resolution**"). To be effective, the Omnibus Plan Resolution requires the approval of a majority of the votes cast thereon by Shareholders present or represented by proxy at the Meeting.

The text of the Omnibus Plan Resolution to be submitted to Shareholders at the Meeting is set forth below:

"**BE IT RESOLVED AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS OF CONSOLIDATED LITHIUM METALS INC. (THE "CORPORATION") THAT:**

1. the omnibus incentive plan of the Corporation in the form attached as Schedule "A" to the management information circular dated May 15, 2024, with such amendments thereto as may be made from time to time by the Board, without further approval of the shareholders of the Corporation, in order to conform with the policies or requirements of the TSX Venture Exchange or any other stock exchange on which the Common Shares are listed at such applicable time, be and is hereby ratified, confirmed and approved; and
2. any director and/or officer of the Corporation be and such director or officer of the Corporation is hereby authorized and empowered, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed, under the seal of the Corporation or otherwise, and to deliver or cause to be delivered any and all such documents and instruments and to do or to cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to fulfil the intent of this resolution."

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE OMNIBUS PLAN RESOLUTION UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

Share Consolidation

The Corporation is contemplating consolidating its shares by exchanging up to every twenty old common shares of the Corporation into one new common share (the "**Share Consolidation**"). Accordingly, at the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass a special resolution as set forth below hereto authorizing the Corporation to consolidate the shares of the Corporation. The Board shall in its sole discretion determine the consolidation ratio that results in the Corporation continuing to meet the distribution requirements of the Exchange. Subject to the approval of the Exchange, approval of the special resolution by holders of Common Shares would give the Board authority to implement the Share Consolidation at any time in the following twelve months. Notwithstanding approval of the proposed Share Consolidation by Shareholders, the Board, in its sole discretion, may revoke the special resolution and abandon the Share Consolidation without further approval or action by or prior notice to Shareholders.

The background to and reasons for the Share Consolidation, and certain risks associated with the Share Consolidation and related information, are described in Schedule "C" of the Circular.

No Fractional Shares to be Issued

No fractional Common Shares will be issued in connection with the Share Consolidation and, in the event that a Shareholder would otherwise be entitled to receive a fractional Common Share upon the Share Consolidation, such fraction will be rounded down to the nearest whole number.

Effects of the Share Consolidation on the Common Shares

If approved and implemented, the Share Consolidation will occur simultaneously for all of the Common Shares and the consolidation ratio will be the same for all of such Common Shares. Except for any variances attributable to fractional shares, the change in the number of issued and outstanding Common Shares that will result from the Share Consolidation will cause no change in the capital attributable to the Common Shares and will not materially affect any Shareholder's percentage ownership in the Corporation, even though such ownership will be represented by a smaller number of Common Shares.

In addition, the Share Consolidation will not materially affect any Shareholder's proportionate voting rights. Each Common Share outstanding after the Share Consolidation will be entitled to one vote and will be fully paid and non-assessable.

The principal effects of the Share Consolidation will be that the number of Common Shares issued and outstanding will be reduced from 356,317,266 Common Shares as of the date of this Circular to approximately 17,815,863 Common Shares, assuming a Share Consolidation ratio of 20 to 1. Other than as described above under "*No Fractional Shares to be Issued*", the implementation of the Share Consolidation would not affect the total shareholders' equity of the Corporation, or any components of shareholders' equity as reflected on the Corporation's financial statements except: (i) to change the number of issued and outstanding Common Shares; and (ii) to change the stated capital of the Common Shares to reflect the Share Consolidation.

Procedure for Implementing the Share Consolidation

If the special resolution is approved by Shareholders and the Board decides to implement the Share Consolidation, the Corporation will promptly file articles of amendment with the Director under the *Canada Business Corporations Act* ("**CBCA**") in the form prescribed by the CBCA to amend the Corporation's articles of incorporation. The Share Consolidation will become effective on the date shown in the certificate of amendment issued by the Director under the CBCA or such other date indicated in the articles of amendment provided that, in any event, such date will be prior to the next annual meeting of Shareholders.

No Dissent Rights

Under the CBCA, Shareholders do not have dissent and appraisal rights with respect to the proposed Share Consolidation.

Resolution

The text of the special resolution, which will be submitted to Shareholders at the Meeting, is set forth below.

"**BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE SHAREHOLDERS OF CONSOLIDATED LITHIUM METALS INC. (THE "CORPORATION"), THAT:**

1. The Corporation is hereby authorized to amend its articles of incorporation to provide that:

   a. the authorized capital of the Corporation is altered by consolidating all of the issued and outstanding common shares of the Corporation ("**Common Shares**") without par value on the basis of one (1) post-consolidation Common Share for up to every twenty (20) pre-consolidation Common Shares, with the exact ratio to be determined by the Board;

   b. in the event that the consolidation would otherwise result in the issuance of a fractional Common Share, no fractional Common Share shall be issued and such fraction will be rounded down to the nearest whole number; and

   c. the effective date of such consolidation shall be the date shown in the certificate of amendment issued by the Director appointed under the *Canada Business Corporations Act* or such other date indicated in the articles of amendment provided that, in any event, such date shall be prior to the next annual meeting of Shareholders.

2. Any director or officer of the Corporation is hereby authorized and directed for and in the name of and on behalf of the Corporation to execute, or to cause to be executed, whether under the corporate seal of the Corporation or otherwise, and to deliver or cause to be delivered all such other documents and instruments, and to do or cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to carry out the intent of this special resolution, including, without limitation, the determination of the effective date of the consolidation and the delivery of articles of amendment in the prescribed form to the Director appointed under the *Canada Business Corporations Act*, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.

3. Notwithstanding the foregoing, the directors of the Corporation are hereby authorized, without further approval of or notice to the shareholders of the Corporation, to revoke this special resolution at any time before a certificate of amendment is issued by the Director."

To be effective, the Share Consolidation must be approved by not less than two-thirds (66⅔%) of the votes cast by holders of Common Shares present in person or represented by proxy and entitled to vote at the Meeting.

FOR THE REASONS INDICATED ABOVE, THE BOARD AND MANAGEMENT OF THE CORPORATION BELIEVE THAT THE PROPOSED SHARE CONSOLIDATION IS IN THE BEST INTERESTS OF THE CORPORATION AND, ACCORDINGLY, RECOMMEND THAT SHAREHOLDERS VOTE FOR THE SPECIAL RESOLUTION.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE SPECIAL RESOLUTION APPROVING THE SHARE CONSOLIDATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS SHARES ARE TO BE VOTED AGAINST SUCH SPECIAL RESOLUTION.

In the event that the Corporation proceeds with the Share Consolidation, it will send letters of transmittal to holders of Common Shares for use in transmitting their share certificates to the Corporation's registrar and transfer agent, TSX Trust Company, in exchange for new certificates of the Corporation reflecting the appropriate number of post-Share Consolidation Common Shares. Once a certificate of amendment (or the equivalent) is obtained and properly completed letters of transmittal together with any share certificates representing Common Shares issued prior to the Share Consolidation have been received in

accordance with instructions contained in the letters of transmittal, certificates for the appropriate number of Common Shares reflecting the Share Consolidation will be issued.

Election of Directors

The Corporation has nominated five persons (the "**Nominees**") for election as directors of the Corporation, who will hold office until the next annual meeting of the Corporation or until his successor is elected or appointed. At the Meeting, Shareholders will be asked to elect these Nominees as directors of the Corporation. **The persons in the enclosed form of proxy intend to vote for the election of the Nominees. Management does not contemplate that any of the Nominees will be unable to serve as a director.**

Director Profiles

Each of the five nominated directors is profiled below, including his or her background and experience, committee memberships, share ownership and other public company directorships. All director nominees were elected as directors by the Shareholders at the last annual meeting.

BRETT LYNCH **DIRECTOR SINCE NOVEMBER 14, 2022**
VICTORIA, AUSTRALIA

Brett Lynch was appointed Managing Director/Chief Executive Officer of Sayona Mining Limited on July 1, 2019. Mr. Lynch is a highly experienced international company director and chief executive, with a strong background in mining and mining-related businesses across Australia, Asia and North America and a proven track record in advancing shareholder value. As a senior mining engineer and manager, Mr. Lynch has more than 30 years' experience in the global industry, including previous posts with leading resources companies such as MIM Holdings, New Hope Corporation, Orica and VLI, during which time he was responsible for multi-million dollar international operations. Mr. Lynch's professional qualifications include a Bachelor of Engineering (Mining) (Honours) at the University of Melbourne, a Graduate Diploma of Business (Accounting) at Monash University and a Company Director Diploma from the Australian Institute of Company Directors.

Shareholdings: 2,000,000

Other Public Company Boards: N/A

Committee Memberships: N/A

RICHARD QUESNEL **DIRECTOR SINCE APRIL 3, 2023**
MONTREAL, QUEBEC

Mr. Quesnel served for over 5 years as President and Chief Executive Officer of Consolidated Thompson Iron Mines of Montreal. He has over 40 years of senior mine management and engineering experience at large gold, copper, nickel and iron ore mining properties in Canada and the Western USA. He has successfully developed, commissioned, operated and expanded mining operations, both open pit and underground. Since 1979, he has also worked as a mine manager or mining engineer of several mining companies including Ledcor CMI Limited, JS Redpath Limited, Barrick Goldstrike, Quebec Cartier Mining and Placer Dome. Mr. Quesnel is also a director of Sama Resources Inc. He is a Professional Mining Engineer in Quebec and holds a Bachelor of Science degree in Mining Engineering from McGill University. Mr. Quesnel lives in Montreal, Canada.

Shareholdings: 12,000,000 Common Shares

Other Public Company Boards: Sama Resources Inc.

Committee Memberships: Nil

ROBERT BRYCE **DIRECTOR SINCE FEBRUARY 21, 2023**
TORONTO, ONTARIO

Robert Bryce is a graduate of the University of Toronto (BASc. Mining Engineering) and of the University of Western Ontario (MBA) with more than 50 years of practical and executive mining experience at all levels. From 1975 to 1990 he led the Selbaie project from advanced exploration through feasibility to a 7,500 t.p.d. producing mine. The Selbaie mine was Quebec's largest base metal producer for a quarter century. From 1990 to 1994 he was VPMining for Aur Resources, where he led the development of the 4,000 t.p.d. Louvicourt Cu-Zn-Au-Ag mine near Val d'Or, Quebec. Mr. Bryce founded Xemac Resources (now Vision Lithium) in 1996 and presided over the company until 2007. He has served as a director of several publicly listed junior resource companies, and as a technical advisor to others.

Shareholdings: 110,000

Other Public Company Boards: Vision Lithium Inc. and Q-Gold Resources Ltd.

Committee Memberships: Audit Committee

MAXIME LEMIEUX **DIRECTOR SINCE JUNE 25, 2014**
MONTREAL, QUEBEC

Mr. Lemieux, LL.B., LL.L. and MBA, is a lawyer in McMillan LLP's National Capital Markets and M&A Group, where his practice is focused on securities, corporate finance, and mergers and acquisitions matters. Representing both issuers and investment dealers, Mr. Lemieux has experience in private and public debt and equity offerings. He has also acted as lead counsel in a number of private and public merger and acquisition transactions and corporate reorganization, as well as a variety of negotiated transactions, including reverse take-over, exempt take-over bids and proxy contests. He also sits on the board of several public companies.

Shareholdings: 109,167 Common Shares

Other Public Company Boards: Canadian Metals Inc., GobiMin Inc., Kintavar Exploration Inc., QNB Metals Inc., and Upstart Investments Inc.

Committee Memberships: Audit Committee

RENE BHARTI **DIRECTOR SINCE FEBRUARY 26, 2018**
TORONTO, ONTARIO

Over a 20-year career, Mr. Bharti has held several key roles in both public and private companies, including those in the resource, technology and entertainment industry. Mr. Bharti co-founded ARHT Media, along with legendary singer Paul Anka, with the aim of creating the world's most lifelike digital humans to conduct e-commerce in a unique and viable platform. Mr. Bharti holds a Bachelor of Commerce (Honors) from Queen's University.

Shareholdings: 9,900,000 Common Shares

Other Public Company Boards: AmmPower Corp.

Committee Memberships: Audit Committee

Other Information about the Director Nominees

Other than as described below, no proposed director of the Corporation: (a) is at the date hereof, or within ten years prior to the date hereof has been, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; (b) (i) is at the date hereof, or within ten years prior to the date hereof has been, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become 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 the proposed director; and (c) (i) 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 (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

Mr. Maxime Lemieux was a director of the Corporation when the Ontario Securities Commission, as principal regulator, the British Columbia Securities Commission, the Alberta Securities Commission and the Autorité des Marchés Financiers (collectively the "**Commissions**"), in accordance with their guidelines, issued on July 15, 3, and 21, 2015, respectively cease trade orders (collectively the "**CTO**") that prohibited all trading of the securities of the Corporation. The CTO was issued against the Corporation for failure to file its annual financial statements and associated management disclosure and analysis for the period ended December 31, 2014 together with the required CEO and CFO certificate (the "**Outstanding Filings**"). The Outstanding Filings were completed in January 2017 and the CTO issued by the Commissions had been revoked effective February 21, 2017.

CORPORATE GOVERNANCE

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

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

The Corporation believes that its corporate governance practices are in compliance with applicable Canadian requirements for Exchange-listed issuers. The Corporation is committed to monitoring governance developments to ensure its practices remain current and appropriate. For more information about the Board's corporate governance practices, please refer to the section "Corporate Governance".

Ethical Business Conduct

The Board is apprised of the activities of the Corporation and ensures that it conducts such activities in an

ethical manner. The Board has not adopted a written code of business conduct and ethics, however, the Board encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations; providing guidance to consultants, officers and directors to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary actions for violations of ethical business conduct. In particular, the Board ensures that directors exercise independent judgement in considering transactions and certain activities of the Corporation by holding in-camera sessions of independent directors, when applicable, and by having each director declare his or her interest in a particular transaction and abstaining from voting on such matters, where applicable.

ABOUT THE BOARD

Independence of the Board

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

Director	Independent	Not Independent	Reason for Non-Independence
Dr. Andreas Rompel		√	Former President and Chief Executive Officer and current VP Exploration of the Corporation
Richard Quesnel		√	President and Chief Executive Officer of the Corporation and Former Executive Chairman of the Corporation
Maxime Lemieux	√		
Brett Lynch		√	Executive Chairman of the Corporation
Robert Bryce	√		
Rene Bharti		√	Former President and Chief Executive Officer of the Corporation and current VP Corporate Development

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

- two of the directors are not management of the Corporation and are considered independent of the Corporation;
- under the by-laws of the Corporation, any two directors may call a meeting of the Board; and
- the Board practice is to hold in-camera meetings with the independent directors at the end of each Board or committee of the Board meeting to the extent required.

Nomination of Directors

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

In view of the size and stage of the Corporation and its operations, the Corporation has not adopted term limits or other mechanisms of board renewal, and does not have a written policy relating to the identification and nomination of directors from any designated group (as such term is defined under the *Employment Standards Act* (Canada)). For the same reasons, the level of representation of such designated groups is not considered when nominating individuals for directors or appointing members of senior management and there are no targets for representation on the Board and among senior management from any of the designated groups.

As of the date hereof, none of the four members of the Corporation's senior management is a woman. None of the six members of the Board are women, identify as visible minorities, have disabilities or identify as an Aboriginal person.

Compensation

The Compensation Committee (as defined below) is responsible for recommending to the Board the compensation of the directors and Chief Executive Officer of the Corporation. The process for determining executive compensation is relatively informal, in view of the size and stage of the Corporation and its operations. The Corporation does not maintain specific performance goals or use benchmarks in determining the compensation of executive officers. The Board may at its discretion award either a cash bonus or stock options for high achievement or for accomplishments that the Board deems as worthy of recognition.

The Compensation Committee reviews and discusses proposals received by the Chief Executive Officer of the Corporation regarding the compensation of management and the directors. Please refer to the section "Compensation Committee".

Board Assessments

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

Orientation and Continuing Education

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

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

AUDIT COMMITTEE

The purpose of the audit committee (the "**Audit Committee**") is to assist the Board's oversight of: the integrity of the Corporation's financial statements; the Corporation's compliance with legal and regulatory requirements; the qualifications and independence of the Corporation's independent auditors; and the performance of the independent auditors and the Corporation's internal audit function. Please see Schedule "B" for the Audit Committee Charter.

The Corporation's audit committee is currently comprised of three directors: Robert Bryce, Maxime Lemieux, and Rene Bharti, each of who is considered financially literate. Messrs. Lemieux and Bryce are independent; Rene Bharti is not independent, since he was formerly the Chief Executive Officer and President of the Corporation and is currently VP Corporate Development. Please refer to "Director Profiles", commencing on page 14, for the relevant education and experience of each of the members of the Audit Committee.

Audit Committee Oversight

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

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on either (a) an exemption in section 2.4 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators (the "**Instrument**"); or (b) an exemption from the Instrument, in whole or in part, granted under Part 8 (*Exemptions*) of the Instrument. As the Corporation is listed solely on the Exchange, it is relying on the exemption provided in section 6.1 of the Instrument with respect to Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*).

External Auditor

The Audit Committee pre-approves all non-audit services to be provided to the Corporation or its subsidiary entities by the issuer's external auditors.

Please see page 6 for the fees paid to external auditors in 2023 and 2022.

COMPENSATION COMMITTEE

The Corporation has not created a formal compensation committee. The Board in its entirety serves as the compensation committee (the "**Compensation Committee**") and establishes executive and senior officer compensation, the general compensation structure, policies and programs of the Corporation. The Board reviews the adequacy and form of the compensation of directors and ensures that such compensation realistically reflects the responsibilities and risk involved in being an effective director.

OVERSIGHT AND DESCRIPTION OF DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

Compensation of Directors

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

Compensation of Named Executive Officers

For the financial year ended December 31, 2023, the objectives of the Corporation's compensation strategy was to ensure that compensation for its Named Executive Officers is sufficiently attractive to recruit, retain and motivate high performing individuals to assist the Corporation in achieving its goals.

The process for determining executive compensation is relatively informal, in view of the size and stage of the Corporation and its operations. Executive officers are involved in the process and make recommendations to the Board, which considers and recommends to the Board for approval the discretionary components (e.g. cash bonuses) of the annual compensation of senior management (other than the Chief Executive Officer). Except as otherwise described below, the Corporation does not

maintain specific performance goals or use benchmarks in determining the compensation of executive officers. The Board may at its discretion award either a cash bonus or Awards for high achievement or for accomplishments that the Board deem as worthy of recognition.

Compensation for the Named Executive Officers is composed primarily of three components: base fees, performance bonuses and stock-based compensation. In establishing the levels of base fees, performance bonuses and the award of Awards, the Compensation Committee takes into consideration a variety of factors, including the financial and operating performance of the Corporation, and each Named Executive Officer's individual performance and contribution towards meeting corporate objectives, responsibilities and length of service.

Salary

Amounts paid to executive officers as base salary, including merit salary increases, are determined in accordance with an individual's performance and salaries in the marketplace for comparable positions. However, certain of the Named Executive Officers provide their services in similar capacities to other reporting issuers, in addition to CLM. There is no mandatory framework that determines which of these factors may be more or less important and the emphasis placed on any of these factors may vary among the executive officers. The determination of base salaries relies principally on negotiations between the respective Named Executive Officer and the Corporation and is therefore heavily discretionary. There were significant changes to the overall compensation (including cash bonuses) paid to certain Named Executive Officers during the financial year ended December 31, 2023 to reflect the Corporation's increased activities during the year. See *Employment, Consulting and Management Agreements* below.

Bonus

CLM's cash bonus awards are designed to reward an executive for the direct contribution which he or she can make to the Corporation. Named Executive Officers are entitled to receive discretionary bonuses from time to time as determined or approved by the Board or the Chief Executive Officer, as applicable. The Corporation does not currently prescribe a set of formal objective measures to determine discretionary bonus entitlements. Rather the Corporation uses informal goals which may include an assessment of an individual's current and expected future performance, level of responsibilities and the importance of his/her position and contribution to the Corporation. Precise goals or milestones are not pre-set by the Board. The performance-based bonuses paid to the Named Executive Officers during the financial year ended December 31, 2023 are listed in the summary compensation table below and were paid in connection with the successful completion of certain financing initiatives undertaken by the Corporation during the year.

Indebtedness of Directors and Officers

As at the date of this Circular, and during the financial year ended December 31, 2023, no director or executive officer of the Corporation or Nominee (as defined herein) (and each of their associates and/or affiliates) was indebted, including under any securities purchase or other program, to (i) the Corporation or its subsidiaries, or (ii) any other entity which is, or was at any time during the financial year ended December 31, 2023, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or its subsidiaries.

Directors' and Officers' Insurance and Indemnification

The Corporation maintains insurance for the benefit of its directors and officers against liability in their respective capacities as directors and officers. The Corporation has purchased in respect of directors and officers an aggregate of $2,000,000 in coverage. The approximate amount of premiums paid by the Corporation during the financial year ended December 31, 2023 in respect of such insurance was $5,699.

The Corporation has not, as yet, adopted a policy restricting its Named Executive Officers or directors from purchasing instruments, including, for greater certainty, prepaid variable forward contracts, equity

swaps, collars, or units of exchange funds, that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officers or directors.

In light of the Corporation's size, the Board does not deem it necessary to consider at this time the implications of the risks associated with its compensation policies and practices.

Summary Compensation Table

The following table summarizes the compensation paid during the two most recently completed financial years in respect of the individuals who were carrying out the role of the Chief Executive Officer ("**CEO**") of the Corporation and Chief Financial Officer ("**CFO**") of the Corporation (collectively, the "**Named Executive Officers**") and each of the directors of the Corporation. The CEO and CFO are the only Named Executive Officers of the Corporation as the Corporation does not employ any other individuals whose total compensation is greater than $150,000, other than Dr. Andreas Rompel in his capacity as VP Exploration.

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES

Name and position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of all other compensation ($)	Total compensation ($)
Dr. Andreas Rompel, VP Exploration and Director[1]	2023	205,000	20,000	Nil	Nil	Nil	225,000
	2022	200,000	75,000	Nil	Nil	Nil	275,000
Maxime Lemieux, Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	10,000	Nil	Nil	Nil	10,000
Rene Bharti, VP Corporate Development and Director and Former President, Chief Executive Officer[1][5]	2023	240,000	120,000	Nil	Nil	Nil	360,000
	2022	160,000	125,000	Nil	Nil	Nil	285,000
Blake Hylands, Former Director[2]	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Ryan Ptolemy, Chief Executive Officer[1]	2023	66,000	20,000	Nil	Nil	Nil	86,000
	2022	38,000	25,000	Nil	Nil	Nil	63,000
Robert Bryce, Director[2]	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Richard Quesnel, President, Chief Executive Officer, and Director and Former Executive Chairman [1][3][5][6]	2023	180,000	420,000	nil	nil	nil	600,000
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Stan Bharti, Former Director[3]	2023	N/A	N/A	N/A	N/A	N/A	N/A
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Brett Lynch, Director and	2023	Nil	Nil	Nil	Nil	Nil	Nil

Executive Chairman[6]	2022	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Compensation has been paid as consulting fees under the independent contractor agreement with the Named Executive Officer as described under the heading "Employment, Consulting and Management Agreements".
(2) Mr. Hylands resigned as a director of the Corporation effective February 21, 2023 and was replaced by Robert Bryce.
(3) Stan Bharti was appointed as a director of the Corporation on December 15, 2022; he resigned as a director of the Corporation effective April 3, 2023 and was replaced by Mr. Quesnel.
(4) Dr. Rompel resigned as the executive chairman of the Corporation effective April 3, 2023 and was replaced by Mr. Quesnel.
(5) Rene Bharti resigned as the president and chief executive officer of the Corporation effective May 13, 2024 and was replaced by Mr. Quesnel.
(6) Mr. Quesnel resigned as the executive chairman of the Corporation effective May 13, 2024 and was replaced by Mr. Lynch.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each Named Executive Officer and director by the Corporation for services provided or to be provided, directly or indirectly, to the Corporation in the most recently completed financial year.

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Dr. Andreas Rompel, VP Exploration and Director and Former Executive Chairman, President, and Chief Executive Officer[1]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Maxime Lemieux, Director[2]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Rene Bharti, VP Corporate Development and Director and Former President and Chief Executive Officer[3]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Blake Hylands, Former Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Ryan Ptolemy, Chief Financial Officer[4]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Brett Lynch, Executive Chairman[5]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Robert Bryce, Director	Options	500,000	August 10, 2023	0.08	0.08	0.03	August 10, 2028
Richard Quesnel, President, Chief Executive Officer, Director and Former Executive Chairman	Options Options	3,600,000 1,400,000	April 3, 2023 May 23, 2023	0.07 0.07	0.07 0.08	0.03	April 3, 2028 May 23, 2028

Notes:

(1) As at December 31, 2023, Dr. Rompel also held 2,392,405 stock options with an exercise price of $0.075 expiring on January 20, 2026, 800,000 stock options with an exercise price of $0.05 expiring on November 21, 2026, 1,175,000

stock options with an exercise price of $0.05 expiring on April 18, 2027, and 750,000 stock options with an exercise price of $0.08 expiring on August 10, 2027.

(2) As at December 31, 2023, Mr. Lemieux also held 5,000 stock options with an exercise price of $0.90 expiring on October 15, 2024, 400,000 stock options with an exercise price of $0.075 expiring on January 20, 2026, 150,000 stock options with an exercise price of $0.05 expiring on November 25, 2026, 150,000 stock options with an exercise price of $0.05 expiring on April 18, 2027, and 200,000 stock options with an exercise price of $0.08 expiring on August 10, 2027.

(3) As at December 31, 2023, Mr. Bharti also held 2,422,406 stock options with an exercise price of $0.075 expiring on January 20, 2026, 800,000 stock options with an exercise price of $0.05 expiring on November 25, 2026, 1,175,000 stock options with an exercise price of $0.05 expiring on April 18, 2027, and 1,100,000 stock options with an exercise price of $0.08 expiring on August 10, 2027.

(4) As at December 31, 2023, Mr. Ptolemy also held 250,000 stock options with an exercise price of $0.05 expiring on April 18, 2027 and 200,000 stock options with an exercise price of $0.08 expiring on August 10, 2027.

(5) As at December 31, 2023, Mr. Lynch also held 2,000,000 stock options with an exercise price of $0.05 expiring on November 14, 2027.

Exercise of Stock Options

No Named Executive Officer or director of the Corporation exercised stock options or compensation securities in the most recently completed financial year.

Stock Option Plans and Other Incentive Plans

Omnibus Plan

The Corporation currently has implemented the Omnibus Plan, which provides for (i) grants of Options of up to a maximum of 10% of the issued and outstanding Common Shares at the time an Option is granted, less Common Shares reserved for issuance on exercise of Options then outstanding, and (ii) grants of RSUs up to a maximum of 29,588,515. The Omnibus Plan was approved by the Board on May 11, 2023 and last approved by the Shareholders on June 13, 2023. A maximum of 10% of the issued and outstanding Common Shares at the time an Option is granted, less Common Shares reserved for issuance on exercise of Options then outstanding and 29,588,515 Common Shares, are reserved for Options and RSUs, respectively, to be granted at the discretion of the Board to Service Providers. The Omnibus Plan was established to provide incentives to eligible recipients to increase their proprietary interest in the Corporation and thereby encourage their continued association with the Corporation and to align their interests with those of the Corporation. Awards are granted pursuant to the Omnibus Plan in accordance with the rules of the Exchange. The Omnibus Plan is administered by the Board. The Corporation is required to obtain the approval of its shareholders of any equity incentive plan, including the Omnibus Plan, that is a "rolling" plan annually at the Corporation's annual meeting of Shareholders. Shareholders will therefore be asked to re-approve the Omnibus Plan at the Meeting. As at the date of this Circular, there were 31,134,811 Options granted and outstanding pursuant to the Omnibus Plan; no RSUs have yet been granted. For a description of the material terms of the Omnibus Plan, please see "*Business of the Meeting – Omnibus Plan*" above.

Securities Authorized for Issuance Under Equity Compensation Plans

The table below sets out the outstanding Options under the Omnibus Plan, being the Corporation's only equity compensation plan under which Common Shares are authorized for issuance, that had been granted as of December 31, 2023; no RSUs had been granted under the Omnibus Plan as of December 31, 2023.

	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available under equity compensation plans (excluding securities reflected in column (a)) as of December 31, 2023
Plan Category	**(a)**	**(b)**	**(c)**
Equity compensation plans approved by security holders	25,134,811	$0.07	10,496,916
Equity compensation plans not approved by security holders	NIL	NIL	NIL
TOTAL	**25,134,811**	**$0.07**	**10,496,916**

Employment, Consulting and Management Agreements

The following table discloses the material terms of each agreement or arrangement under which compensation was provided during the financial year ended December 31, 2023 or is payable in respect of services provided to the Corporation or any of its subsidiaries that were: (a) performed by a director or Named Executive Officer; or (b) performed by any other party, but are services typically provided by a director or Named Executive Officer.

Name	Monthly Fees	Severance on Termination	Severance on Change of Control[(1)]
Rene Bharti, VP Corporate Development and Director and Former President and Chief Executive Officer[(2)(5)]	$20,000	12 months fees	36 months fees
Ryan Ptolemy, Chief Financial Officer[(3)]	$5,500	12 months fees	36 months fees
Dr. Andreas Rompel, VP Exploration and Former Executive Chairman, President and Chief Executive Officer[(4)]	$20,000	12 months fees	36 months fees
Richard Quesnel, President, Chief Executive Officer, and Director and Former Executive Director[(5)(6)]	$20,000	12 months fees	36 months fees

Notes:

(1) Severance upon a change of control becomes payable in the event of a Change of Control of the Corporation and within one year following the date of the Change of Control the Corporation or the officer elects to terminate the agreement.

(2) As of December 31, 2023, Mr. Bharti had entered into a consulting agreement dated October 21, 2021, which continued on a month-to-month basis, subject to the termination provisions of such agreement. Please see above and below for a summary of the material terms of the agreement that were in effect as of December 31, 2023.

(3) As of December 31, 2023, Mr. Ptolemy had entered into a consulting agreement dated May 1, 2022, as amended on September 1, 2022, which continued on a month-to-month basis, subject to the termination provisions of such agreement. Please see above and below for a summary of the material terms of the agreement that were in effect as of December 31, 2023.

(4) As of December 31, 2023, Dr. Rompel had entered into a consulting agreement dated May 1, 2022, as amended on September 1, 2022, which continued on a month-to-month basis, subject to the termination provisions of such agreement. Please see above and below for a summary of the material terms of the agreement that were in effect as of December 31, 2023.

(5) Mr. Bharti was replaced as the president and chief executive officer of the Corporation by Mr. Richard Quesnel on May 13, 2024.

(6) As of December 31, 2023, Mr. Quesnel had entered into a consulting agreement dated April 1, 2023, which continued on a month-to-month basis, subject to the termination provisions of such agreement. Please see above and below for a summary of the material terms of the agreement that were in effect as of December 31, 2023.

For the purpose of the table set forth above, “Change of Control” is defined as: (1) the acquisition, directly or indirectly, by any person (person being defined as an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and

the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Business Corporations Act* (Ontario)) or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act* (Ontario) of: (A) shares or rights or options to acquire shares of the Corporation or securities which are convertible into shares of the Corporation or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 50% or more of the votes entitled to be cast at a meeting of the shareholders of the Corporation; (B) shares or rights or options to acquire shares, or their equivalent, of any material subsidiary of the Corporation or securities which are convertible into shares of the material subsidiary or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 50% or more of the votes entitled to be cast at a meeting of the shareholders of the material subsidiary; or (C) more than 50% of the material assets of the Corporation, including the acquisition of more than 50% of the material assets of any material subsidiary of the Corporation; or (2) as a result of or in connection with: (A) a contested election of directors; or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Corporation or any of its subsidiaries and another corporation or other entity, the nominees named in the most recent management information circular of the Corporation for election to the Board do not constitute a majority of the Board.

Summary of Termination Payments

The estimated incremental payments, payables and benefits that might be paid to the Named Executive Officers and directors pursuant to the above noted agreements in the event of termination without cause or after a Change in Control (assuming such termination or Change in Control is effective as of December 31, 2023) are detailed below:

Named Executive Officer	Termination not for Cause ($)	Termination on a Change of Control ($)
Richard Quesnel		
Salary and Quantified Benefits	240,000	720,000
Bonus	N/A	420,000
Total	240,000	1,140,000
Rene Bharti		
Salary and Quantified Benefits	240,000	720,000
Bonus	N/A	245,000
Total	240,000	965,000
Ryan Ptolemy		
Salary and Quantified Benefits	66,000	198,000
Bonus	N/A	45,000
Total	66,000	243,000
Dr. Andreas Rompel		
Salary and Quantified Benefits	240,000	720,000

Named Executive Officer	Termination not for Cause ($)	Termination on a Change of Control ($)
Bonus	N/A	95,000
Total	240,000	815,000

Interest of Informed Persons in Material Transactions

Other than as disclosed herein, particularly under "*Business of Meeting*" above, no person who has been a director or executive officer of the Corporation, nor any proposed nominee for director of the Corporation, nor any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Common Shares, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction since the beginning of the Corporation's last completed financial year or proposed transaction which has materially affected or would materially affect the Corporation or its subsidiaries.

ADDITIONAL INFORMATION AND CONTACT INFORMATION

Additional information relating to the Corporation may be found under the profile of the Corporation on SEDAR+ at www.sedarplus.ca. Additional financial information is provided in the Corporation's audited financial statements and related management's discussion and analysis for the financial year ended December 31, 2023, which can be found under the profile of the Corporation on SEDAR+. Shareholders may also request these documents from the Corporate Secretary of the Corporation by email at aaron.atin@fmresources.ca or by telephone at (416) 861-5888.

Board of Directors Approval

The contents of this Circular and the sending thereof to the shareholders of the Corporation have been approved by the Board.

BY ORDER OF THE BOARD OF DIRECTORS

"Richard Quesnel"

President and Chief Executive Officer

Toronto, Ontario
May 15, 2024

SCHEDULE "A"

OMNIBUS PLAN

[Please see attached]

JOURDAN RESOURCES INC.

OMNIBUS INCENTIVE PLAN
10% Rolling Stock Option and 10% Fixed Restricted Share Unit

May 11, 2023

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JOURDAN RESOURCES INC.
OMNIBUS INCENTIVE PLAN

Jourdan Resources Inc. (the "**Company**") hereby establishes an omnibus incentive plan for certain qualified Directors, Officers, Employees or Consultants of the Company or any of its Subsidiaries.

ARTICLE 1
INTERPRETATION

Section 1.1 **Definitions.**

In this Plan:

"**Affiliate**" of any Person means a Person who would be an affiliated entity of such first mentioned Person for purposes of National Instrument 45-106 *Prospectus Exemptions* as of the date of this Plan;

"**Applicable Withholding Tax**" has the meaning set forth in Section 4.7;

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

"**Award**" means an Option or a Restricted Share Unit;

"**Award Payment**" means the applicable Share issuance or cash payment in respect of a vested Restricted Share Unit pursuant and subject to the terms and conditions of this Plan and the applicable Award;

"Black-Out Period" means the period of time when, pursuant to any policies of the Company or any resolution of the Board, any Shares may not be traded by certain persons as designated by the Company (including a holder of any Restricted Share Unit and/or Option), because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company's insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

"**Board**" means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Restricted Share Units and/or Options under this Plan;

"**Cashless Exercise**" has the meaning set out in Section 7.1;

"**Change of Control**" means

(i) any Merger and Acquisition Transaction in which voting securities of the Company possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities are to be transferred to a Person or Persons (other than any of its Affiliates) different from the Persons holding those securities immediately prior to such transaction and the composition of the Board following such transactions is to be such that such directors prior to the transaction constitute less than fifty percent (50%) of the directors of the Company following the transaction;

(ii) any Merger or Acquisition Transaction, directly or indirectly, by any Person or related group of Persons (other than the Company or a Person that directly or indirectly controls, is controlled by, or is under a common control with, the Company and other than by any of its Affiliates) involving a change in the beneficial ownership of voting securities of the

Company possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities;

(iii) any acquisition, directly or indirectly, by a Person or related group of Persons of the right to appoint a majority of the Directors of the Company or otherwise directly or indirectly control the management, affairs and business of the Company (other than any of its Affiliates);

(iv) any Merger or Acquisition Transaction involving the disposition of all or substantially all of the assets of the Company; and

(v) a complete liquidation or dissolution of the Company;

(vi) provided, however, that a Change of Control shall not be deemed to have occurred if such Change of Control results solely from the issuance, in connection with a bona fide financing or series of financings by the Company or any of its Affiliates, of voting securities of the Company or any of its Affiliates or any rights to acquire voting securities of the Company or any of its Affiliates which are convertible into voting securities;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended;

"**Committee**" means the Board or, if the Board so determines in accordance with Section 1.5, the Committee of the Board authorized to administer the Plan which includes any compensation committee of the Board;

"**Company**" means Jourdan Resources Inc., and includes any successor company thereto;

"**Consultant**" means, in relation to the Company, an individual or Consultant Company, other than an Employee, Officer or Director, that:

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

(ii) provides the services under a written contract between the Company or the Affiliate and the individual or the Consultant Company; and

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

"**Consultant Company**" means a Consultant that is a company;

"**Director**" means a member of the Board or of the board of directors of a subsidiary of the Company;

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

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

"**Employee**" means an individual who meets one of the following requirements:

(i) an individual who is considered an employee under the *Income Tax Act* Canada (i.e. for whom income tax, employment insurance and CPP deductions must be made at source) or have taxes withheld for the United States Internal Revenue Service (IRS);

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

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

"**Exchange**" means the TSX, the TSXV, or any other stock exchange on which the Shares are then listed for trading, as applicable;

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

"**Fair Market Value**" (FMV) means, as of a particular date:

(i) for the purpose of calculating the applicable Vesting Date Value and Award Payout for Restricted Share Units,

(I) if the Shares are listed on the TSX Venture, the greater of: (i) the weighted average of the trading price per Share on the TSX Venture for the last five trading days ending on that date; and (ii) the closing price of the Shares on the day before that date,

(II) if the Shares are listed on the TSX, the volume weighted average price per Share traded on the TSX over the last five trading days preceding that date;

(III) if the Shares are not listed on the TSX or the TSX Venture, the value established by the Board based on the volume weighted average price per Share traded on any other public exchange on which the Shares are listed over the same period; or

(IV) if the Shares are not listed on any public exchange, the value per Share established by the Board based on its determination of the fair value of a Share;

(ii) for the purpose of calculating the FMV of the Option Exercise Price, the closing sales price on the most recent trade date immediately prior to the valuation date provided such trade date is no more than thirty (30) days prior to the valuation date. If there has been no trade date within such thirty (30) day period, the fair market value shall be determined in good faith by the Board;

"**Incentive Stock Option**" (ISO) means an Option which is intended to qualify as an incentive stock option under Section 422 of the Code;

"**Insider**" means an individual who meets one of the following requirements:

(i) a Director or Officer of the Company;

(ii) a Director or Officer of a company that is an Insider or Related Entity of the Company;

(iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company; and

(iv) the Company itself if it holds any of its own securities;

"**Investor Relations Service Providers**" means a Consultant that conducts, or a Director, Officer or Employee whose principal duty it is to conduct, Investor Relations Activities;

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

"**Management Company Employee**" means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;

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

"**Merger and Acquisition Transaction**" means:

(i) any merger or consolidation;

(ii) any acquisition;

(iii) any amalgamation;

(iv) any offer for Shares which if successful would entitle the offeror to acquire all of the voting securities of the Company; or

(v) any arrangement or other scheme of reorganization;

"**Net Exercise**" has the meaning set out in Section 7.1;

"**Non-Statutory Stock Option**" (NSO) means an Option which does not qualify as an Incentive Stock Option;

"**Officer**" means an individual who is an officer of the Company or of a Related Entity as an appointee of the Board or the board of directors of the Related Entity, as the case may be;

"**Option**" means the right to purchase Plan Shares granted hereunder to a Service Provider;

"**Option Certificate**" means the certificate evidencing the grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule B attached hereto;

"**Option Commitment**" has such meaning as more particularly described in Section 7.1;

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

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

"Option Expiry Date" means the date on which an Option lapses as specified in the Option Commitment thereof or in accordance with the terms of this Plan;

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

"**Optionee**" means the recipient of an Option hereunder;

"**Outstanding Shares**" means at the relevant time, the number of issued and outstanding Shares of the Company at that time.

"**Participant**" means a Service Provider that becomes a recipient of an Award;

"**Person**" means an individual, body corporate, partnership, joint venture, limited liability company or trust and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;

"**Performance Conditions**" means conditions defined by the Board that must be met in order for Restricted Share Units to vest;

"**Plan**" means this Omnibus Incentive Plan, the terms of which are set out herein or as may be amended from time to time;

"**Plan Shares**" means the total number of Shares which may be reserved for issuance under this Plan;

"**Regulatory Approval**" means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over this Plan and any Restricted Share Units and/or Options issued hereunder;

"**Related Entity**" means a person that is controlled by the Company. For the purposes of this Plan, a person (first person) is considered to control another person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of

(i) ownership of or direction over voting securities in the second person,

(ii) a written agreement or indenture,

(iii) being the general partner or controlling the general partner of the second person, or

(iv) being a trustee of the second person;

"**Restricted Period**" means the period of time: (i) during a Black-Out Period; and (ii) within two Business Days following the end of a Black-Out Period;

"**Restricted Share Unit**" means a right granted under this Plan to receive the Award Payout on the terms contained in this Plan as more particularly described in Section 4.1;

"**Restricted Share Unit Expiry Date**" means the last day of February of the third calendar year after the Restricted Share Unit Grant Date, or such earlier date as may be established by the Board in respect of an Award at the time of grant of the Award;

"**Restricted Share Unit Grant Date**" means the date of grant of any Restricted Share Unit;

"**Restricted Share Unit Recipient**" means a Service Provider who may be granted Restricted Share Units from time to time under this Plan;

"**Retirement**" means the stage of life where the Recipient voluntarily stops working in the same field as his/her expertise and/or works to a lesser degree than was previously engaged;

"**Securities Act**" means the *Securities Act*, R.S.O. 1990, Chapter S.5, as amended from time to time;

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

"**Shares**" means the common shares without par value in the capital of the Company;

"**Share Compensation Arrangement**" includes this Plan, any Restricted Share Units or Options granted under this Plan, and any performance share unit, restricted share unit, securities for services, stock appreciation right, stock option, stock purchase plan, any security purchase from treasury by a Participant which is financially assisted by the Company by any means whatsoever, and any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Company from treasury to a Participant, and is subject to TSXV Venture Policies. A Share Compensation Arrangement does not include:

(a) arrangements which do not involve the issuance from treasury or potential issuance from treasury of securities of the Company;

(b) security-based compensation arrangements that are settled solely in cash and/or securities purchased on the secondary market; and

(c) security-based compensation arrangements that qualify as Shares for Services and Shares for Debt arrangements under the policies of the Exchange;

"**Shareholder Approval**" means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;

"**Take-Over Bid**" means a take-over bid as defined in National Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;

"**Termination**" means, with respect to a Restricted Share Unit Recipient, that the Recipient has ceased to be a Service Provider, other than as a result of Retirement, and has ceased to fulfill any other role as Employee or Officer of the Company or any Related Entity, including as a result of termination of employment, resignation from employment, removal as an Officer, death or Total Disability;

"**Total Disability**" means, with respect to a Restricted Share Unit Recipient, that, solely because of disease or injury, within the meaning of the long-term disability plan of the Company, the Restricted Share Unit Recipient is deemed by a qualified physician selected by the Company to be unable to work at any occupation which the Restricted Share Unit Recipient is reasonable qualified to perform;

"**Trigger Date**" means, with respect to a Restricted Share Unit, the earliest date set by the Board at the time of grant, provided such date is not earlier than one year from the date of grant, and if no date is set by the Board, then February 1 of the third calendar year following the Grant Date unless amended in accordance with Section 3.5;

"**TSX**" means the Toronto Stock Exchange;

"**TSX Venture**" means the TSX Venture Exchange;

"**TSX Venture Policies**" means the rules and policies of the TSX Venture as amended from time to time; and

"**Vesting Date Value**" means the notional value, as at a particular date, of the Fair Market Value of one Share.

Section 1.2 **Other Words and Phrases**

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

Section 1.3 **Gender**

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

Section 1.4 **Administration**

The Board will, in its sole and absolute discretion, but taking into account relevant corporate, securities and tax laws,

(a) interpret and administer this Plan,

(b) establish, amend and rescind any rules and regulations relating to this Plan; and

(c) make any other determinations that the Board deems necessary or appropriate for the administration of this Plan.

The Board may correct any defect or any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or appropriate. Any decision of the Board in the interpretation and administration of this Plan will be final, conclusive and binding on all parties concerned. All expenses of administration of this Plan will be borne by the Company.

Section 1.5 **Delegation to Committee**

All of the powers exercisable hereunder by the Board may, to the extent permitted by law and as determined by a resolution of the Board, be delegated to a Committee including, any compensation committee of the Board, without limiting the generality of the foregoing, those referred to under Section 1.4.

Section 1.6 **Incorporation of Terms of Plan**

Subject to specific variations approved by the Board all terms and conditions set out herein will be incorporated into and form part of each Restricted Share Unit and each Option granted under this Plan.

Section 1.7 **Establishment of the Plan**

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

Section 1.8 **Effective Date of Plan**

Subject to Section 5.2(c), this Plan will be effective from and after May 11, 2023, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Shares of the Company subsequent to such date. The Board may, in its discretion, at any time, and from time to time, issue Restricted Share Units and/or Options to Service Providers as it determines appropriate under this Plan. With respect to Restricted Share Units, any such issued Restricted Share Units may not be paid out in Shares in any event until receipt of the necessary Shareholder Approval of the Company and all Regulatory Approval.

ARTICLE 2
PLAN AWARDS AND LIMITATIONS

Section 2.1 **Powers of the Board**

The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder.

Section 2.2 **Shares Reserved**

The Plan is a 10% rolling Option plan and 10% fixed Restricted Share Unit plan.

The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan pursuant to the exercise of Options is equal to a maximum of 10% of the Outstanding Shares, calculated at the time of grant.

The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan pursuant to the exercise of Restricted Share Units at any point in time is 29,588,515 Plan Shares, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies.

Any Plan Share which was reserved for issuance pursuant to an Award which Award has been cancelled or terminated in accordance with the terms of the Plan and Option Certificate, if applicable, without being paid out as provided for in Article 4 or exercised as provided for in Article 7, as applicable, shall be returned to the Plan.

Section 2.3 **Recipients**

Only Service Providers are eligible to participate in this Plan and receive one or more Awards. It shall be the responsibility of the Company and the Participant to ensure that such Participant is a *bona fide* Service Provider.

Section 2.4 **Limitations on Awards to any One Person and to Insiders**

Unless Disinterested Shareholder Approval is obtained (or unless permitted otherwise by the rules of the Exchange):

(a) the maximum number of Plan Shares which may be reserved for issuance to Insiders (as a group) under the Plan, together with Shares issuable under any other Share Compensation Arrangement, shall not exceed 10% of the Outstanding Shares calculated as of the date of the grant of the Award;

(b) the maximum number of Plan Shares that may be made issuable to Insiders (as a group) under the Plan, together with Shares issuable under any other Share Compensation Arrangement, within a 12-month period, may not exceed 10% of the Outstanding Shares calculated as of the date of the grant of the Award; and

(c) subject to Section 2.4(b), the maximum number of Plan Shares that may be made issuable pursuant to Awards or issued to, together with Shares made issuable or issued under any other Share Compensation Arrangement, to any one Service Provider under the Plan, within a 12-month period, shall not exceed 5% of the Outstanding Shares calculated on the date of the grant of the Award or issue of the Plan Shares, as applicable;

Section 2.5 **Limitation on Awards to Consultants**

The maximum number of Plan Shares which may be made issuable to any one Consultant, together with any other Share Compensation Arrangement, within a 12-month period, shall not exceed 2% of the number of Outstanding Shares as of the date of the grant of the Award.

Section 2.6 **Limitations on Awards to Investor Relations Service Providers**

The following limitations apply to the grant of Awards to Investor Relations Service Providers:

(a) the only Awards that may be granted to Investor Relations Service Providers are Options;

(b) Options granted to Investor Relations Service Providers will vest:

(i) at a minimum over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or

(ii) such longer vesting period as the Board may determine; and

(c) the maximum number of Plan Shares that may be made issuable pursuant to Options granted to Investor Relations Service Providers in the previous 12 months shall not exceed 2% of the Outstanding Shares, calculated at the time of grant.

ARTICLE 3
GRANTS OF RESTRICTED SHARE UNITS

Section 3.1 **Grant**

The Board may, in its discretion, at any time, and from time to time, grant Restricted Share Units to Service Providers as it determines is appropriate, subject to the limitations set out in this Plan. In making such grants the Board may, in its sole discretion but subject to Section 3.3(b)(ii), in addition to Performance Conditions set out below, impose such conditions on the vesting of the Awards as it sees fit, including imposing a vesting period on grants of Restricted Share Units.

Section 3.2 **Performance Conditions**

At the time a grant of a Restricted Share Unit is made, the Board may, in its sole discretion, establish such performance conditions for the vesting of Restricted Share Units as may be specified by the Committee in the Award (the "**Performance Conditions**"). The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any Performance Conditions, and may exercise its discretion to reduce the amounts payable under any Award subject to Performance Conditions. The Board may determine that an Award shall vest in whole or in part upon achievement of any one performance condition or that two or more Performance Conditions must be achieved prior to the vesting of an Award. Performance Conditions may differ for Awards granted to any one Restricted Share Unit Recipient or to different Restricted Share Unit Recipients.

Section 3.3 **Vesting**

Except as provided in this Plan, Restricted Share Units issued under this Plan will vest on the date (the "**Vesting Date**") that is the later of:

(a) the Trigger Date; and

(b) the date upon which the relevant Performance Condition or other vesting condition set out in the Award has been satisfied,

provided that

(i) Restricted Share Units shall only vest on the Trigger Date to the extent that the Performance Conditions or other vesting conditions set out in an Award have been satisfied on or before the Trigger Date;

(ii) if the date in Section 3.3(a) or Section 3.3(b) occurs during a Restricted Period, the Vesting Date shall be extended to a date which is the earlier of: (i) one business day following the end of such Restricted Period and (ii) the Restricted Share Unit Expiry Date; and

(iii) no Restricted Share Unit will remain outstanding for any period which exceeds the Restricted Share Unit Expiry Date of such Restricted Share Unit.

Section 3.4 **Forfeiture and Cancellation upon Restricted Share Unit Expiry Date**

Restricted Share Units which do not vest on or before the Restricted Share Unit Expiry Date of such Restricted Share Unit due to failure to meet Performance Conditions or the cessation of employment will be automatically cancelled, without further act or formality and without compensation.

Section 3.5 **Amendment of Trigger Date**

The Board may, at any time after a grant of a Restricted Share Unit, accelerate the Trigger Date of such Restricted Share Unit, provided such date is not earlier than one year from the date of the grant, unless otherwise permitted under TSX Venture Policies.

Section 3.6 **Account**

Restricted Share Units issued pursuant to this Plan (including fractional Restricted Share Units, computed to three digits) will be credited to a notional account maintained for each Restricted Share Unit Recipient by the Company for the purposes of facilitating the determination of amounts that may become payable hereunder. A written confirmation of the balance in each Restricted Share Unit Recipient's account will be sent by the Company to the Restricted Share Unit Recipient upon request of the Restricted Share Unit Recipient.

Section 3.7 **Dividend Equivalents**

On any date on which a cash dividend is paid on Shares, a Restricted Share Unit Recipient's account will be credited with the number and type of Restricted Share Units (including fractional Restricted Share Units, computed to three digits) calculated by:

(a) multiplying the amount of the dividend per Share by the aggregate number of Restricted Share Units that were credited to the Service Provider's account as of the record date for payment of the dividend; and

(b) dividing the amount obtained in Section 3.7(a) by the Fair Market Value on the date on which the dividend is paid.

Limitations on Issue

Notwithstanding the foregoing, the aggregate number of Restricted Share Units to be credited in respect of the payment of a dividend amount must not, together with all outstanding Restricted Share Units, exceed the Plan maximum set out in Section 2.2. The issuance of any Restricted Share Units under this Section 3.7 that,

together with all outstanding Restricted Share Units, exceed the Plan maximum set out in Section 2.2 shall be satisfied by the payment of cash to the Restricted Share Unit Recipient by the Company.

Section 3.8 **Adjustments and Reorganization**

Any adjustment, other than in connection with a security consolidation or security split, to Awards granted or issued under the Plan must be subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

Section 3.9 **Notice and Acknowledgement**

No certificates will be issued with respect to the Restricted Share Units issued under this Plan. Each Service Provider will, prior to being granted any Restricted Share Units, deliver to the Company a signed acknowledgement substantially in the form of Schedule A to this Plan, as provided by the Company.

ARTICLE 4
PAYMENTS OF RESTRICTED SHARE UNITS UNDER THIS PLAN

Section 4.1 **Payment of Restricted Share Units**

Subject to the terms of this Plan and, in particular, Section 4.7 of this Plan, the Company, in its discretion and as may be determined by the Board, will pay out vested Restricted Share Units issued under this Plan and credited to the account of a Restricted Share Unit Recipient by paying or issuing (net of any Applicable Withholding Tax) to such Restricted Share Unit Recipient, on or subsequent to the Vesting Date but no later than the Restricted Share Unit Expiry Date of such vested Restricted Share Unit, an Award Payout of either:

(a) subject to receipt of Regulatory Approvals, one Share for such whole vested Restricted Share Unit. Fractional Shares shall not be issued and where a Restricted Share Unit Recipient would be entitled to receive a fractional Share in respect of any fractional vested Restricted Share Unit, the Company shall pay to such Restricted Share Unit Recipient, in lieu of such fractional Share, cash equal to the Vesting Date Value as at the Vesting Date of such fractional Share. Each Share issued by the Company pursuant to this Plan shall be issued as fully paid and non-assessable, or

(b) a cash amount equal to the Vesting Date Value as at the Vesting Date of such vested Restricted Share Unit; and

(c) notwithstanding the foregoing, the Vesting Date Value must not be less than the Discounted Market Price as at the Restricted Share Unit Grant Date.

Limitation on Issuance of Shares to Insiders

Notwithstanding anything in this Plan, the Company shall not issue Shares under this Plan to any Service Provider who is an Insider of the Company where such issuance would result in:

(a) the total number of Shares issuable at any time under this Plan to Insiders, or when combined with all other Shares issuable to Insiders under any other Share Compensation Arrangements then in place, including any Options or Optioned Shares, exceeding the maximum grants set forth herein, or 10% of the total number of Outstanding Shares on a non-diluted basis, unless the Company has obtained Disinterested Shareholder Approval to do so; and

(b) the total number of Shares that may be issued to Insiders during any one year period under this Plan, or when combined with all other Shares issued to Insiders under any other Share Compensation Arrangements then in place, including any Options or Optioned Shares, exceeding the maximum

grants set forth herein, or 10% of the total number of Outstanding Shares on a non-diluted basis, unless the Company has obtained Disinterested Shareholder Approval to do so.

Where the Company is precluded by this Section 4.1 from issuing Shares to an Insider of the Company, the Company will pay to the relevant Insider a cash Award Payout in an amount equal to the Vesting Date Value as at the Vesting Date of the Restricted Share Unit.

Section 4.2 **Restricted Share Units Granted Under the Company's Previous RSU Plan**

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

Section 4.3 **Experts and Advisors**

The Board may engage such experts and advisors as it considers appropriate, including compensation or human resources experts or advisors, to provide advice and assistance in determining the amounts to be paid under this Plan and other amounts and values to be determined hereunder or in respect of this Plan including, without limitation, those related to a particular Fair Market Value.

Section 4.4 **Cancellation on Termination for Cause, Retirement or Voluntary Resignation**

Unless the Board at any time otherwise determines, all unvested Restricted Share Units held by any Restricted Share Unit Recipient and all rights in respect thereof will be automatically cancelled, without further act or formality and without compensation, immediately in the event of a Termination arising from the termination of employment or removal from service by the Company or a Related Entity for cause, Retirement of the Restricted Share Unit Recipient or the voluntary resignation by the Restricted Share Unit Recipient. In situations where the Board exercises its discretion under this Section 4.4, in no case shall the Restricted Share Units, subject to such discretion, be valid beyond one year from the date of Termination.

Section 4.5 **Total Disability, Death and Termination Without Cause**

Unless the Board at any time otherwise determines, if a Restricted Share Unit Recipient ceases to be a Service Provider for any of the following reasons, unvested Restricted Share Units will vest in accordance with Section 3.3 on the date the Restricted Share Unit Recipient ceases to be a Service Provider:

(a) death or Total Disability of a Restricted Share Unit Recipient;

(b) the Termination of employment or removal from service by the Company or a Related Entity without cause; and

(c) the Termination of employment by the Restricted Share Unit Recipient other than by way of Retirement of the Restricted Share Unit Recipient or voluntary resignation by the Restricted Share Unit Recipient.

In situations where the Board exercises its discretion under this Section 4.5, in no case shall the Restricted Share Units, subject to such discretion, be valid beyond one year from the date of Termination.

Section 4.6 **Change of Control**

In the event of a Change of Control, all Restricted Share Units credited to an account of a Restricted Share Unit Recipient that have not otherwise previously been cancelled pursuant to the terms of the Plan shall vest on the date on which the Change of Control occurs (the "**Change of Control Date**"). Within thirty (30) days after the Change of Control Date, but in no event later than the Restricted Share Unit Expiry Date, the Restricted Share Unit Recipient shall at the discretion of the Board, receive either Shares or receive a cash

payment equal in amount to: (a) the number of Restricted Share Units that vested on the Change of Control Date; multiplied by (b) the Fair Market Value on the Change of Control Date, net of any Applicable Withholding Taxes and other source deductions required by law to be withheld by the Company.

Section 4.7 **Tax Matters and Applicable Withholding Tax**

The Company does not assume any responsibility for or in respect of the tax consequences of the receipt by Restricted Share Unit Recipients of Restricted Share Units, or payments received by Restricted Share Unit Recipients pursuant to this Plan. The Company or relevant Related Entity, as applicable, is authorized to deduct such taxes and other amounts as it may be required or permitted by law to withhold ("**Applicable Withholding Tax**"), in such manner (including, without limitation, by selling Shares otherwise issuable to Restricted Share Unit Recipients, on such terms as the Company determines) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Company or relevant Related Entity, as applicable, may require Restricted Share Unit Recipients, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Company or Related Entity, as applicable, respecting the payment by such Restricted Share Unit Recipients of applicable income or other taxes.

ARTICLE 5
SHARE OPTION AWARDS UNDER THIS PLAN

Section 5.1 **Eligibility**

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

Section 5.2 **Options Granted Under the Plan**

(a) All Options granted under the Plan will be evidenced by an Option Certificate in the form attached as Schedule B, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Option Exercise Price.

(b) The Option Certificate of any Option which is intended to qualify as an Incentive Stock Option shall contain such limitations and restrictions upon the exercise of the Option as shall be necessary in order that such Option qualifies as an "incentive stock option" within the meaning of Section 422 of the Code. Further, the Option Certificate authorized under the Plan shall be subject to such other terms and conditions including, without limitation, restrictions upon the exercise of the Option, as the Board shall deem advisable and which are not inconsistent with the requirements of Section 422 of the Code.

(c) No Options shall be granted after the expiration of ten (10) years from the earlier of the date of the adoption of the Plan by the Company or the approval of the Plan by the shareholders of the Company.

(d) The sole class of Service Providers eligible to receive Incentive Stock Options under this Plan are employees of the Company.

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

Section 5.3 **Powers of the Board**

Without limiting the powers of the Board hereunder, the Board has the power to:

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

(b) grant Options hereunder;

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

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

Section 5.4 **Amendment of the Plan by the Board**

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

(a) it may make amendments which are of a typographical, grammatical or clerical nature only;

(b) amendments of a housekeeping nature; and

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

Section 5.5 **Amendments Requiring Disinterested Shareholder Approval**

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

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

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

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

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

(b) any reduction in the Option Exercise Price of an Option previously granted to an Insider;

(c) any amendment to the Plan that would result in a benefit of an Insider; or

(d) the extension to the term of an outstanding Option, or outstanding Incentive Stock Option held by an Insider.

Section 5.6 **Amendments Requiring Shareholder Approval**

(a) The Company will be required to obtain Shareholder Approval for any amendment to the Plan where such amendment would amend the:

(i) Service Providers who may be granted Options under the Plan;

(ii) method for determining the Option Exercise Price;

(iii) maximum term of an Option under Section 6.2;

(iv) expiry and termination provisions relating to the Options under the Plan, including the addition of a Black-out Period;

(v) limitations under the Plan on the number of Options that may be granted to any one person or category of persons, including insiders, as set out in the Plan;

(vi) maximum number or percentage, as the case may be, of Shares that may be reserved under the Plan for issuance pursuant to the exercise of the Options;

(vii) Plan to include a Net Exercise provision (as defined in the TSX Venture Policies);

(viii) the method or formula for calculating prices, values or amounts under the Plan that may result in a benefit to a Participant, including but not limited to the formula for calculating the appreciation of a Stock Appreciation Right, as that term is defined in the TSX Venture Policies;

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

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

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

Section 5.7 **Options Granted Under the Company's Previous Share Option Plan**

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

ARTICLE 6
TERMS AND CONDITIONS OF OPTIONS

Section 6.1 **Option Exercise Price**

The Option Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price, and in the case of a Service Provider employed

or performing services in the United States or otherwise subject to Section 409A or Section 422 of the Code, shall not be less than Fair Market Value on the date of grant. If the Optionee owns directly or by reason of the applicable attribution rules more than 10% of the total combined voting power of all classes of stock of the Company, the Option price per share of the Shares covered by each Option which is intended to be an Incentive Stock Option shall be not less than one hundred and ten percent (110%) of the Fair Market Value on the date of the grant.

Section 6.2 **Term of Option**

An Option can be exercisable for a maximum of 10 years from the Option Effective Date; provided, however, that if the Option price is required under Section 6.1 to be at least 110% of Fair Market Value, each such Option shall terminate not more than five (5) years from the date of the grant thereof, and shall be subject to earlier termination as herein provided.

Section 6.3 **Option Amendment**

(a) Subject to Section 5.5(b), the Option Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Shares commenced trading on the TSX Venture, or the date of the last amendment of the Option Exercise Price.

(b) An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in Section 6.2.

(c) Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

Section 6.4 **Vesting of Options**

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

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

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

Section 6.5 **Effect of Take-Over Bid**

If a Take-Over Bid is made to the shareholders of the Company generally then the Company shall immediately upon receipt of notice of the Take-Over Bid, notify each Optionee, with the exception of Optionees engaged in Investor Relations Activities, currently holding an Option of the Company, with full particulars thereof whereupon such Option may, notwithstanding Section 6.4 or any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture for vesting requirements imposed by the TSX Venture Policies.

Section 6.6 **Acceleration of Vesting on Change of Control**

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

Section 6.7 **Extension of Options Expiring During Black-Out Period**

Should the Option Expiry Date for an Option fall within a Black-Out Period, such Option Expiry Date shall, be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Black-Out Period.

Section 6.8 **Optionee Ceasing to be Director, Employee or Service Provider**

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

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

(b) an Option granted to (ii) Director or Officer will expire 90 days and (ii) to all others including, but not limited to, Employees and Consultants will expire 30 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and

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

Section 6.9 **Non-Assignable**

Subject to Section 6.8(a), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

Section 6.10 **Adjustment of the Number of Optioned Shares**

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

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

(b) in the event of a consolidation of the Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number

of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Shares as result from the consolidation;

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

(d) subject to Section 6.10(e) below, in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this Section 6.10;

(e) any adjustment, other than in connection with a consolidation or split to Awards granted or issued pursuant to the Plan is subject to prior acceptance by the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization;

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

(g) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Share that would, except for the provisions of this Section 6.10, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and

if any questions arise at any time with respect to the Option Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this Section 6.10, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Toronto, Ontario (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 7
COMMITMENT AND EXERCISE PROCEDURES

Section 7.1 **Option Commitment**

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

Manner of Exercise

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

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

(b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Option Exercise Price for the Optioned Shares being acquired, plus any required Applicable Withholding Tax amount subject to Section 7.2.

Notwithstanding anything contained in this Section 7.1, provided the Company consents, an Optionee may elect to exercise an Option, in whole or in part, on a "cashless exercise" ("**Cashless Exercise**") basis or a "net exercise" ("**Net Exercise**") basis. In connection with a Cashless Exercise of Options, provided the Company consents, a brokerage firm will loan money (including, to the extent necessary, the amount required to satisfy any Applicable Withholding Tax) to an Optionee to purchase Shares underlying the Options, and will sell a sufficient number of Shares to cover the exercise price (and any Applicable Withholding Taxes) of the Options in order to repay the loan made to the Optionee and the Optionee retains the balance of the Shares. In connection with a Net Exercise of Options, provided the Company consents, an Optionee would receive such number of Shares equal in value to the difference between the sum of the Option Exercise Price multiplied by the number of Options exercised and any Applicable Withholding Taxes and the Fair Market Value of the Shares on the date of exercise, computed in accordance with the terms of the Plan.

Section 7.2 **Tax Withholding and Procedures**

Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law.

The Company will withhold taxes for Optionees exercising Options in accordance with Canadian, U.S. federal and state tax law, as required by the applicable tax law.

Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in Section 7.2 and elsewhere in this Plan, and as a condition of exercise:

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

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

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

Reporting of Taxes

For Participants that are employees of the Company, the Company will report the amount of resulting income from exercised NSOs and ISOs and the corresponding withholding tax on the applicable tax forms to the recipient.

Section 7.3 **Delivery of Optioned Shares and Hold Periods**

As soon as practicable after receipt of the notice of exercise described in this Article 7 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. If the Option Exercise Price is set below the then current market price of the Shares on the TSX Venture at the time of grant, the certificate representing the Optioned Shares or written notice in the case of uncertificated shares will include a legend stipulating that the Optioned Shares issued are subject to a four-month Exchange Hold Period commencing the date of the Option Commitment.

An Exchange Hold Period will be applied from the date of grant for all Options granted to:

(a) Insiders of the Company; or

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

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

ARTICLE 8
GENERAL CONDITIONS

Section 8.1 **General Conditions Applicable to Restricted Share Units**

(a) **Compliance with Applicable Laws** - The issuance by the Company of any Restricted Share Units and its obligation to make any payments hereunder is subject to compliance with all applicable laws. As a condition of participating in this Plan, each Restricted Share Unit Recipient agrees to comply with all such applicable laws and agrees to furnish to the Company all information and undertakings as may be required to permit compliance with such applicable laws. The Company will have no obligation under this Plan, or otherwise, to grant any Restricted Share Unit or make any payment under this Plan in violation of any applicable laws.

(b) **Awards to Insiders** - All Awards issued to Insiders will include a legend stipulating that the Award is subject to the Exchange Hold Period.

(c) **Non-Transferability** – All Awards and all other rights, benefits or interests in this Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if a Restricted Share Unit Recipient dies the legal representatives of the Restricted Share Unit Recipient will be entitled to receive the amount of any payment otherwise payable to the Restricted Share Unit Recipient hereunder in accordance with the provisions hereof.

(d) **No Right to Service** - Neither participation in this Plan nor any action under this Plan will be construed to give any Service Provider or Restricted Share Unit Recipient a right to be retained in the service or to continue in the employment of the Company or any Related Entity, or affect in any way the right of the Company or any Related Entity to terminate his or her employment at any time.

(e) **Plan Amendment** - The Board may amend this Plan as it deems necessary or appropriate, subject to the requirements of applicable laws, but no amendment will, without the consent of the Restricted Share Unit Recipient or unless required by law, adversely affect the rights of a Restricted Share Unit Recipient with respect to Restricted Share Units to which the Restricted Share Unit Recipient is then entitled under this Plan. Any amendments to the Plan are subject to the Company receiving prior

TSX Venture approval and Shareholder Approval or Disinterested Shareholder Approval, as applicable, in accordance with Section 5.5 and Section 5.6 of the Plan, respectively.

(f) **Plan Termination -** The Board may terminate this Plan at any time, but no termination will, without the consent of the Restricted Share Unit Recipient or unless required by law, adversely affect the rights of a Restricted Share Unit Recipient with respect to Restricted Share Units to which the Restricted Share Unit Recipient is then entitled under this Plan. In no event will a termination of this Plan accelerate the vesting of Restricted Share Units or the time at which a Restricted Share Unit Recipient would otherwise be entitled to receive any payment in respect of Restricted Share Units hereunder.

(g) **Reorganization of the Company** - The existence of this Plan or Restricted Share Units will not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or to create or issue any bonds, debentures, Shares or other securities of the Company or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company, or any amalgamation, combination, merger or consolidation involving the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

(h) **No Shareholder Rights** - Restricted Share Units are not considered to be Shares or securities of the Company, and a Restricted Share Unit Recipient who is issued Restricted Share Units will not, as such, be entitled to receive notice of or to attend any shareholders' meeting of the Company, nor be entitled to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Company, and will not be considered the owner of Shares by virtue of such issuance of Restricted Share Units.

(i) **No Other Benefit** - No amount will be paid to, or in respect of, a Restricted Share Unit Recipient under this Plan to compensate for a downward fluctuation in the Fair Market Value or price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Restricted Share Unit Recipient for such purpose.

(j) **Unfunded Plan** - For greater certainty, this Plan will be an unfunded plan, including for tax purposes and for purposes of the *Employee Retirement Income Security Act* (United States). Any Restricted Share Unit Recipient to which Restricted Share Units are credited to his or her account or holding Restricted Share Units or related accruals under this Plan will have the status of a general unsecured creditor of the Company with respect to any relevant rights that may arise thereunder.

Section 8.2 **General Conditions Applicable to Options**

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

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

(c) **Plan Amendment** - The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Shares in respect of Options which have not yet

been granted hereunder. Any amendments to the Plan are subject to the Company receiving prior TSX Venture approval and Shareholder Approval and Disinterested Shareholder Approval, as applicable, in accordance with Section 5.5 and Section 5.6 of the Plan, respectively.

(d) **Savings Clause** - This Plan is intended to comply in all respects with applicable law and regulations, including Section 409A of the Code. In case any one or more provisions of this Plan shall be held invalid, illegal, or unenforceable in any respect under applicable law and regulation (including Section 409A of the Code), the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal, or unenforceable provision shall be deemed null and void; however, to the extent permitted by law, any provision that could be deemed null and void shall first be construed, interpreted, or revised retroactively to permit this Plan to be construed in compliance with all applicable law (including Section 409A of the Code) so as to foster the intent of this Plan.

Section 8.3 **General Conditions**

(a) **Successors and Assigns** - This Plan will enure to the benefit of and be binding upon the respective legal representatives of the Service Provider.

(b) **Governing Law** - This Plan and all matters to which reference is made in this Plan will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein (without regard to conflict of law principles).

SCHEDULE "A"
FORM OF RESTRICTED SHARE UNIT AGREEMENT

Jourdan Resources Inc. (the "**Company**") hereby confirms the grant to the undersigned recipient of Restricted Share Units ("**Restricted Share Units**") described in the table below pursuant to the Company's Omnibus Incentive Plan (the "**Plan**"), a copy of which Plan has been provided to the undersigned Restricted Share Unit Recipient.

No. of Restricted Share Units	Trigger Date	Restricted Share Unit Expiry Date

[include any specific/additional vesting period or Performance Conditions]

Performance Conditions:

1) ●

2) ●

The Company and the undersigned Service Provider hereby confirm that the undersigned Service Provider is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, which, in each case, includes a company, 100% of the share capital of which is beneficially owned by one or more such Persons, as the case may be.

DATED _____, 20____.

●.

Per: _____
Authorized Signatory

The undersigned hereby accepts such grant, acknowledges being a Restricted Share Unit Recipient under the Plan, agrees to be bound by the provisions thereof and agrees that the Plan will be effective as an agreement between the Company and the undersigned with respect to the Restricted Share Units granted or otherwise issued to it.

DATED _____, 20____.

_____
Witness (Signature)

_____
Name (please print)

_____
Address

_____
City, Province

_____
Occupation

_____
Restricted Share Unit Recipient's Signature

_____

_____
Name of Restricted Share Unit Recipient (print)

SCHEDULE "B"
FORM OF OPTION CERTIFICATE

[If issued to officers or directors or at a discount to the Market Price] WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [INSERT DATE THAT IS FOUR MONTHS AND A DAY FROM THE GRANT DATE].

[Insert the following U.S. legend if the Option is being issued to an Optionee who is in the United States or who is a U.S. person:]

THE OPTION REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND IT HAS, IN THE CASE OF EACH OF (C) AND (D), PRIOR TO SUCH TRANSFER FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

JOURDAN RESOURCES INC.

OMNIBUS INCENTIVE PLAN

OPTION CERTIFICATE

This Certificate is issued pursuant to the provisions of the Jourdan Resources Inc. (the "**Company**") Omnibus Incentive Plan (the "**Plan**") and evidences that _____ is the holder (the "**Optionee**") of an option (the "**Option**") to purchase up to _____ common shares (the "**Shares**") in the capital stock of the Company at a purchase price of CAD$_____ per Share (the "**Option Exercise Price**").

The Company and the undersigned Service Provider hereby confirm that the undersigned Service Provider is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, which, in each case, includes a company, 100% of the share capital of which is beneficially owned by one or more such Persons, as the case may be.

The Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), or (ii) do not qualify as Incentive Stock Options under Section 422 of the Code, and are hence called ("**Non-Statutory Stock Options**"). This Option will be treated as (select one), barring any post-grant events that effect the eligibility of the option to be treated as an ISO:

☐ an Incentive Stock Option (ISO); or

☐ a Non-Statutory Stock Option (NSO).

Subject to the provisions of the Plan:

(a) the effective date of the grant of the Option is _____, 20__;

(b) the Option expires at 5:00 p.m. (Vancouver Time) on _____, 20__; and

(c) the Options shall vest as follows:

Date	Percent of Stock Options Vested	Number of Stock Options Vested	Aggregate Number of Stock Options Vested

The vested portion or portions of the Option may be exercised at any time and from time to time from and including the date of the grant of the Option through to 5:00 p.m. (Vancouver Time) on the expiration date of the Option Period by delivering to the Company an Exercise Notice, in the form attached as Appendix "I" hereto, together with this Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Option Exercise Price of the Shares in respect of which the Option is being exercised.

All Options and any Shares issued on the exercise of Options may be subject to resale restrictions and may be subject to and legended with a four month hold period commencing on the date the Options were granted pursuant to the rules of the Exchange and applicable securities laws. The Options hereby granted are subject to the approval of the Exchange.

This Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Optionee hereby expressly agrees with the Company to be bound by. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail.

If the Optionee is a U.S. person or is located in the United States, the Optionee acknowledges and agrees as follows:

(a) The Option and the Shares (collectively, the "**Securities**") have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States, and the Option is being granted to the Optionee in reliance on an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

(b) The Securities will be "restricted securities", as defined in Rule 144 under the U.S. Securities Act, and the rules of the United States Securities and Exchange Commission provide in substance that the Optionee may dispose of the Securities only pursuant to an effective registration statement under the U.S. Securities Act or an exemption therefrom, and the Company has no obligation to register any of the Securities or to take action so as to permit sales pursuant to the U.S. Securities Act (including Rule 144 thereunder, if available).

(c) The Optionee understands that (i) if the Company is deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), Rule 144 under the U.S. Securities Act may not be available for resales of the Securities and (ii) the Company is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities;

(d) If the Optionee decides to offer, sell or otherwise transfer any of the Shares, the Optionee will not offer, sell or otherwise transfer any of the Shares directly or indirectly, unless:

(i) the sale is to the Company;

(ii) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act ("**Regulation S**") and in compliance with applicable local laws and regulations;

(iii) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or "blue sky" laws; or

(iv) the Shares are sold in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities;

and, in the case of each of (iii) and (iv) it has prior to such sale furnished to the Company an opinion of counsel reasonably satisfactory to the Company stating that such transaction is exempt from registration under applicable securities laws.

The Option may not be exercised by or for the account or benefit of a person in the United States or a U.S. person unless registered under the U.S. Securities Act and any applicable state securities laws, unless an exemption from such registration requirements is available.

The certificate(s) representing the Shares will be endorsed with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and such Shares were acquired at a time when the Company is a "foreign issuer" as defined in Regulation S, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of the Company, in substantially the form set forth as Appendix "II" hereto (or in such other form as the Company may prescribe from time to time) and, if requested by the Company or the transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to the Company and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Shares are being sold otherwise than in accordance with Regulation S and other than to the Company, the legend may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel, of recognized standing reasonably satisfactory to the Company, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

(e) Rule 905 of Regulation S provides in substance that any "restricted securities" that are equity securities of a "domestic issuer" (including an issuer that no longer qualifies as a "foreign issuer") will continue to be deemed to be restricted securities notwithstanding that they were acquired in a resale transaction pursuant to Rule 901 or 904 of Regulation S; that Rule 905 of Regulation S will apply in respect of Shares if the Company is not a "foreign issuer" at the time of exercise of the related Options; and that the Company is not obligated to remain a "foreign issuer".

(f) "Domestic issuer", "foreign issuer", "United States" and "U.S. person" are as defined in Regulation S.

(g) If the Optionee is resident in the State of California on the effective date of the grant of the Option, then, in addition to the terms and conditions contained in the Plan and in this Certificate, the Optionee acknowledges that the Company, as a reporting issuer under the securities legislation in the Provinces of British Columbia, Alberta, Ontario, and Quebec, is required to publicly file with the securities regulators in those jurisdictions continuous disclosure documents, including audited annual financial statements and unaudited quarterly financial statements (collectively, the "**Financial Statements**"). Such filings are available on the System for Electronic Document Analysis and Retrieval (SEDAR), and documents filed on SEDAR may be viewed under the Company's profile at the following website address: www.sedar.com. Copies of Financial Statements will be made available to the Optionee by the Company upon the Optionee's request.

All terms not otherwise defined in this Certificate shall have the meanings given to them under the Plan.

Dated this ____ day of _____, 20___.

JOURDAN RESOURCES INC.

_____

Authorized Signatory

APPENDIX "I"

JOURDAN RESOURCES INC.

OMNIBUS INCENTIVE PLAN

EXERCISE NOTICE

TO: Jourdan Resources Inc. (the "Company")

1. The undersigned (the "**Optionee**"), being the holder of options to purchase _____ common shares of the Company (the "**Shares**") at the exercise price of $CAD_____ per share (the "**Option Exercise Price**"), hereby irrevocably gives notice, pursuant to the Omnibus Incentive Plan of the Company (the "**Plan**"), of the exercise of the Option to acquire and hereby subscribes for _____ of such Shares of the Company.

2. The Optionee tenders herewith a certified cheque or bank draft payable to the Company in an amount equal to the aggregate Option Exercise Price of the aforesaid Shares exercised (unless the Optionee has elected for, and the Company consents to, a Cashless Exercise or Net Exercise under Item 2A below) and directs the Company to issue a share certificate evidencing said Shares in the name of the Optionee to be mailed to the Optionee at the following address:

_____
_____
_____
_____

2A. Subject to consent of the Company, the Optionee elects (if applicable, please check a category):

(a) ☐ Cashless Exercise; or

(b) ☐ Net Exercise.

3. By executing this Exercise Notice, the Optionee hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Exercise Notice shall have the meanings given to them under the Plan or the attached Option Certificate.

4. The Optionee is resident in _____ [name of state/province].

5. The Optionee represents, warrants and certifies as follows (please check all of the categories that apply):

(a) ☐ the Optionee at the time of exercise of the Option is not in the United States, is not a "U.S. person" as defined in Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and is not exercising the Option on behalf of, or for the account or benefit of a U.S. person or a person in the United States and did not execute or deliver this exercise form in the United States;

(b) ☐ the undersigned holder is resident in the United States or is a U.S. person who is a resident of the jurisdiction referred to in the address appearing above, and is a U.S. Accredited Investor **and has completed the U.S. Accredited Investor Status Certificate in the form attached to this Exercise Notice**;

(c) ☐ the undersigned holder is resident in the United States or is a U.S. person who is a resident of the jurisdiction referred to in the address appearing above, and is a natural person who is either: (i) a director, officer or employee of the Company or of a majority-owned subsidiary of the Company (each, an "**Eligible Company Optionee**"), (ii) a consultant who is providing bona fide services to the Company or a majority-owned subsidiary of the Company that are not in connection with the offer or sale of securities in a capital-raising transaction, and do not directly or indirectly promote or maintain

a market for the Company's securities (an "**Eligible Consultant**"), or (iii) a former Eligible Company Optionee or Eligible Consultant; and/or

(d) ☐ if the undersigned holder is resident in the United States or is a U.S. person, the undersigned holder has delivered to the Company and the Company's transfer agent an opinion of counsel (which will not be sufficient unless it is in form and substance satisfactory to the Company) or such other evidence satisfactory to the Company to the effect that with respect to the securities to be delivered upon exercise of the Option, the issuance of such securities has been registered under the U.S. Securities Act and applicable state securities laws or an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws is available;

6. "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

Note: Certificates representing Shares will not be registered or delivered to an address in the United States unless Box 5(b), (c) or (d) above is checked.

7. If the undersigned Optionee has marked Box 5(b), (c) or (d) above, the undersigned Optionee hereby represents, warrants, acknowledges and agrees that:

(a) funds representing the subscription price for the Shares which will be advanced by the undersigned to the Company upon exercise of the Options will not represent proceeds of crime for the purposes of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "**PATRIOT Act**"), and the undersigned acknowledges that the Company may in the future be required by law to disclose the undersigned's name and other information relating to this exercise form and the undersigned's subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act. No portion of the subscription price to be provided by the undersigned (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the undersigned, and it shall promptly notify the Company if the undersigned discovers that any of such representations ceases to be true and provide the Company with appropriate information in connection therewith;

(b) the financial statements of the Company have been prepared in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

(c) there may be material tax consequences to the Optionee of an acquisition or disposition of any of the Shares. The Company gives no opinion and makes no representation with respect to the tax consequences to the Optionee under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such securities. In particular, no determination has been made whether the Company will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended; and

(d) if the undersigned has marked Box 5(c) above, the Company may rely on the registration exemption in Rule 701 under the U.S. Securities Act and a state registration exemption, but only if such exemptions are available; in the event such exemptions are determined by the Company to be unavailable, the undersigned may be required to provide additional evidence of an available exemption, including, without limitation, the legal opinion contemplated by Box 5(d).

8. If the undersigned Optionee has marked Box 5(b) above, the undersigned represents and warrants to the Company that:

(a) the Optionee has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the undersigned is able to bear the economic risk of loss of his or her entire investment;

(b) the Company has provided to the undersigned the opportunity to ask questions and receive answers concerning the terms and conditions of the offering, and the undersigned has had access to such information concerning the Company as he or she has considered necessary or appropriate in connection with his or her investment decision to acquire the Shares;

(c) the undersigned is: (i) purchasing the Shares for his or her own account or for the account of one or more U.S. Accredited Investors with respect to which the undersigned is exercising sole investment discretion, and not on behalf of any other person; and (ii) is purchasing the Shares for investment purposes only and not with a view to resale, distribution or other disposition in violation of United States federal or state securities laws; and

(d) the undersigned has not exercised the Option as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or other form of telecommunications or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

9. If the undersigned has indicated that the undersigned is a U.S. Accredited Investor by marking Box 5(b) above, or if the undersigned has marked Box 7(c) above on the basis that the exercise of the Option is subject to the registration exemption in Rule 701 under the U.S. Securities Act and an available state registration exemption, the undersigned also acknowledges and agrees that:

(a) the Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Shares will be issued as "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act) and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws absent an exemption from such registration requirements; and

(b) the certificate(s) representing the Shares will be endorsed with a U.S. restrictive legend substantially in the form set forth in the Option Certificate until such time as it is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws.

10 The undersigned Optionee hereby represents, warrants, acknowledges and agrees that the certificate(s) representing the Shares may be subject to and legended with a four month hold period commencing on the date the Options were granted pursuant to the rules of the Exchange and applicable securities laws.

DATED the _____ day of _____, _____.

_____

Signature of Optionee

U.S. ACCREDITED INVESTOR STATUS CERTIFICATE

In connection with the exercise of an option to purchase common shares of **Jourdan Resources Inc.** (the "**Company**") by the Optionee, the Optionee hereby represents and warrants to the Company that the Optionee satisfies one or more of the following categories of Accredited Investor **(please initial each category that applies)**:

_____ (1) Any director or executive officer of the Company; or

_____ (2) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase of the Shares contemplated by the accompanying Exercise Notice, exceeds US$1,000,000 (for the purposes of calculating net worth: (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the purchase of the Shares, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time execution of the accompanying Exercise Notice exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability); or

_____ (3) A natural person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ (4) An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of US$5,000,000; or

_____ (5) An entity in which all of the equity owners meet the requirements of at least one of the above categories (if this alternative is checked, you must identify each equity owner and provide statements signed by each demonstrating how each qualifies as an Accredited Investor).

APPENDIX "II"

JOURDAN RESOURCES INC.

OMNIBUS INCENTIVE PLAN

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: Jourdan Resources Inc. (the "Company")

AND TO: Registrar and transfer agent for the common shares of the Company

The undersigned (a) acknowledges that the sale of _____ (the "**Securities**") of the Company, represented by certificate number _____, to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (b) certifies that (1) the undersigned is not (A) an "affiliate" of the Company (as that term is defined in Rule 405 under the U.S. Securities Act), (B) a "distributor" as defined in Regulation S or (C) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (B) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market", and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S.

Dated _____ 20__.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

_____
Name of Seller (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (b)(2)(B) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**") dated _____, with regard to the sale, for such Seller's account, of _____ common shares (the "**Securities**") of the Company represented by certificate number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

(1) no offer to sell Securities was made to a person in the United States;

(2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;

(3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and

(4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Dated: _____ 20___.

_____
Name of Firm

By: _____
Authorized Officer

SCHEDULE "B"

Audit Committee Charter

1. *Mission*

Senior management, as overseen by the board of directors, has primary responsibility for the Corporation's financial reporting, accounting systems and internal controls. The audit committee is a standing committee of the board of directors established to assist the board of directors in fulfilling its responsibilities in this regard.

2. *Responsibilities*

The audit committee shall:

(a) Financial Information

(i) review the annual financial statements and related matters and recommend their approval to the board of directors, after discussing matters such as the selection of accounting policies, major accounting judgements, accruals and estimates with management;

(ii) review the annual information form, if applicable;

(iii) be responsible for reviewing the results of the external audit, including:

A. the auditor's engagement letter;

B. the reasonableness of the estimated audit fees;

C. the scope of the audit, including materiality, locations to be visited, audit reports required, areas of audit risk, timetable, deadlines and coordination with internal audit;

D. the post-audit management letter together with management's response;

E. the form of the audit report;

F. any other related audit engagements (e.g. audit of the company pension plan);

G. non-audit services performed by the auditor;

H. assessing the auditor's performance;

I. recommending the auditor for appointment by the board of directors; and

J. meeting with the auditors to discuss pertinent matters, including the quality of accounting personnel;

(iv) ensure 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 (except for disclosure required to be reviewed by the audit committee), and must periodically assess the adequacy of those procedures;

(v) establish 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; and

(vi) review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

(b) Interim Financial Statements

(i) obtain reasonable assurance on the process for preparing reliable quarterly interim financial statements from discussions with management and, where appropriate, reports from the external and internal auditors;

(ii) review and approve the interim financial statements of the Corporation and management's discussion and analysis related thereto when the same is not undertaken by the board of directors; and

(iii) obtain reasonable assurance from management about the process for ensuring the reliability of other public disclosure documents that contain audited and unaudited financial information.

(c) Accounting System and Internal Controls

(i) obtain reasonable assurance from discussions with and/or reports from management, and reports from external and internal auditors that the Corporation's accounting systems are reliable and that the prescribed internal controls are operating effectively;

(ii) direct the auditors' examinations to particular areas;

(iii) request the auditors to undertake special examinations (e.g., review compliance with conflict of interest policies);

(iv) review control weaknesses identified by the external and internal auditors, together with management's response;

(v) review the appointments of the chief financial officer and key financial executives; and

(vi) review accounting and financial human resources and succession planning within the corporation.

(d) Reporting

(i) report to the board of directors following each meeting on the major discussions and decisions made by the audit committee; and

(ii) review the audit committee's terms of reference periodically and propose recommended changes to the board of directors.

3. *Composition and Regulations*

(a) The audit committee shall be composed of at least three directors. The members and the chairperson of the audit committee shall be appointed by the board of directors for a one-year term and may serve any number of consecutive terms.

(b) The chairperson of the audit committee shall, in consultation with management and the auditors, establish the agenda for the meetings and ensure that properly prepared agenda materials are circulated to members with sufficient time for study prior to the meeting.

(c) The audit committee shall have the power, authority and discretion delegated to it by the board of directors which shall not include the power to change the membership of or fill vacancies in the audit committee.

(d) The audit committee shall conform to the regulations which may from time to time be imposed upon it by the board of directors. The board of directors shall have the power at any time to revoke or override the authority given to or acts done by the audit committee except as to acts done before such revocation or act of overriding and to terminate the appointment or change the membership of the audit committee or fill vacancies in it as it shall see fit.

(e) The audit committee may meet and adjourn, as they think proper. A majority of the members of the audit committee shall constitute a quorum thereof. Questions arising shall be determined by a majority of votes of the members of the audit committee present, and in the case of an equality of votes, the chairperson shall not have a second or casting vote.

(f) A resolution approved in writing by all of the members of the audit committee shall be valid and effective as if it had been passed at a duly called meeting. Such resolution shall be filed with the minutes of the proceedings of the audit committee and shall be effective on the date stated thereon or on the latest date stated in any counterpart.

(g) The audit committee shall keep regular minutes of its meetings and record all material matters and shall cause such minutes to be recorded in the books kept for that purpose and shall distribute such minutes to the board of directors.

(h) The audit committee shall have unrestricted and unfettered access to all Corporation personnel and documents and shall be provided with the resources necessary to carry out its responsibilities.

SCHEDULE "C"

Background to and reasons for the Share Consolidation

The Board believes that it is in the best interests of the Corporation to reduce the number of outstanding Common Shares by way of the Share Consolidation. The potential benefits of the Share Consolidation include:

- *Access to expertise and management teams* – the future success of the Corporation is highly dependent on attracting qualified personnel with experience and a proven track record. Given the current prevailing global market conditions, and once the share structure of the Corporation has been consolidated, the Corporation believes it can attract key management personnel that can be instrumental realizing on the Corporation's existing opportunities and creating value for investors.

- *Greater investor interest* − a higher post-Share Consolidation Common Share price could help generate interest in the Corporation among investors, as a higher anticipated Common Share price may: (i) meet investing guidelines for certain institutional investors and investment funds that may be prevented under their investing guidelines from investing in the Common Shares at current price levels; and (ii) allow investors to leverage their investment by meeting margin eligibility requirements;

- *Reduction of shareholder transaction costs* − investors may benefit from relatively lower trading costs associated with a higher Common Share price. It is possible that many investors pay commissions based on the number of Common Shares traded when they buy or sell Common Shares. If the Common Share price were higher, investors may pay lower commissions to trade a fixed dollar amount than they would if the Common Share price is lower;

- *Improved trading liquidity* − the combination of potentially lower transaction costs and increased interest from investors may ultimately improve the trading liquidity of the Common Shares; and

- *Raise additional capital at a higher price per share* – the higher anticipated price of the post-Share Consolidation Common Shares will allow the Corporation to raise additional capital through the sale of additional Common Shares at a higher price per Common Share than would be possible in the absence of the Share Consolidation.

The Share Consolidation is subject to regulatory approval, including approval of the Exchange. As a condition to the approval of a consolidation of shares listed for trading on the Exchange, the Exchange requires, among other things, that an Exchange-listed issuer continue to meet the Exchange's "Continuous Listing Requirements" after the Share Consolidation. Among other continued listing requirements, in order for the Corporation to continue to meet the applicable Continuous Listing Requirements, the Corporation must have at least 150 "Public Security Holders" (as defined under Exchange policies) holding a certain minimum number of Common Shares, each free of restrictions on transfer, after completion of the Share Consolidation. As a result, management of the Corporation may determine that it is necessary to implement a lower Share Consolidation ratio in order to satisfy the applicable Listing Requirements and obtain approval of the Share Consolidation from the Exchange. Management of the Corporation may also determine to implement a lower Share Consolidation ratio for other reasons, such as to adjust to a higher stock price for the Corporation's shares or to reflect an increase in the actual or expected value of the Corporation's assets.

If the special resolution is approved, the Share Consolidation would be implemented, if at all, only upon a determination by the Board that it is in the best interests of the Corporation at that time. In connection with any determination to implement the Share Consolidation, the Board will set the timing for the Share Consolidation to become effective, which the Board currently anticipates will be as soon as practicable

following the Meeting. No further action on the part of Shareholders would be required in order for the Board to implement the Share Consolidation.

If the Board does not implement the Share Consolidation prior to the next annual meeting of Shareholders, the authority granted by the special resolution to implement the Share Consolidation on these terms would lapse and be of no further force or effect. The special resolution also authorizes the Board to elect not to proceed with, and abandon, the Share Consolidation at any time if it determines, in its sole discretion, to do so.

No delivery of a certificate evidencing a post-Share Consolidation Common Share will be made to a Shareholder until the Shareholder has surrendered the issued certificates representing its pre-Share Consolidation Common Shares. Until surrendered, each certificate formerly representing pre-Share Consolidation Common Shares shall be deemed for all purposes to represent the number of post-Share Consolidation Common Shares to which the holder is entitled as a result of the Share Consolidation.

Non-Registered Holders holding their Common Shares through a bank, broker or other nominee should note that such banks, brokers or other nominees may have various procedures for processing the Share Consolidation. If a Shareholder holds Common Shares with such a bank, broker or other nominee and has any questions in this regard, the Shareholder is encouraged to contact its nominee. No fractional shares will be issued upon the consolidation of the Common Shares.

Certain Risks associated with the Share Consolidation

The Corporation's total market capitalization immediately after the proposed Share Consolidation may be lower than immediately before the proposed Share Consolidation

There are numerous factors and contingencies that could affect the Common Share price prior to or following the Share Consolidation, including the status of the Corporation's reported financial results in future periods, and general economic, geopolitical, stock market and industry conditions. Accordingly, the market price of the Common Shares may not be sustainable at the direct arithmetic result of the Share Consolidation and may be lower. If the market price of the Common Shares is lower than it was before the Share Consolidation on an arithmetic equivalent basis, the Corporation's total market capitalization (the aggregate value of all Common Shares at the then market price) after the Share Consolidation may be lower than before the Share Consolidation.

A decline in the market price of the Common Shares after the Share Consolidation may result in a greater percentage decline than would occur in the absence of the Share Consolidation, and the liquidity of the Common Shares could be adversely affected following the Share Consolidation

If the Share Consolidation is implemented and the market price of the Common Shares declines, the percentage decline may be greater than would occur in the absence of the Share Consolidation. The market price of the Common Shares will, however, also be based on the Corporation's performance and other factors, which are unrelated to the number of Common Shares outstanding. Furthermore, the liquidity of the Common Shares could be adversely affected by the reduced number of Common Shares that would be outstanding after the Share Consolidation.

The Share Consolidation may result in some Shareholders owning "odd lots" of less than 100 Common Shares on a post-consolidation basis. "Odd lots" may be more difficult to sell or require greater transaction costs per Common Share to sell, than Common Shares held in "board lots" of even multiples of 100 Common Shares.