

THESE MATERIALS ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. IF YOU HAVE ANY QUESTIONS WITH RESPECT TO THE MATTERS DESCRIBED IN THIS DOCUMENT, PLEASE CONTACT YOUR TAX, FINANCIAL, LEGAL OR OTHER PROFESSIONAL ADVISORS.

J2 METALS INC.



NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR

SPECIAL GENERAL MEETING OF SHAREHOLDERS

TO BE HELD ON DECEMBER 3, 2025

WITH RESPECT TO A PROPOSED PLAN OF ARRANGEMENT

NOVEMBER 4, 2025

Neither the TSX Venture Exchange, nor any securities regulatory authority has in any way passed upon the merits of the transactions described in this information circular.

November 4, 2025

Dear Shareholders:

You are invited to attend the special meeting (the “**Meeting**”) of the holders of common shares (the “**Shareholders**”) of J2 Metals Inc. (the “**Company**”). The Meeting will be held at the offices of the Company, located at 1710-1050 W. Pender Street, Vancouver, British Columbia, commencing at 11:00 a.m. (Vancouver time) on Wednesday, December 3, 2025.

At the Meeting, you will be asked to consider and, if thought appropriate, to pass, with or without variation, a special resolution approving a plan of arrangement (the “**Arrangement**”) whereby the Company will spin out its British Columbia mineral property known as the Twenty Mile property into a separate entity to become known as ‘Twenty Mile Metals Inc.’. The Arrangement involves, among other things, the distribution of the common shares of 1558117 B.C. Ltd. (“**Spinco**”), a wholly owned subsidiary of the Company, to the existing shareholders of the Company (the “**Shareholders**”).

As a result of the Arrangement, holders of common shares of the Company will end up holding common shares in both the Company and Spinco. Spinco will, through its ownership of a wholly owned subsidiary, hold the Twenty Mile property and the Company will continue to hold the Napoleon project and the Miniac project. The purpose of the Arrangement is to restructure the Company by separating the Twenty Mile property from the balance of the Company’s mineral assets. The Company believes this will be beneficial, as the separate identity created for each of the Company and Spinco will facilitate future financing, maximize shareholder value, and allow shareholders to continue to participate in the future growth potential of the Company’s mineral properties.

The Board of Directors of the Company unanimously believes that the Arrangement is in the best interests of the Company and its shareholders, and unanimously recommends that you vote in favour of the resolutions relating to the Arrangement. Without the prescribed approval of the holders of common shares of the Company, which is approval by two-thirds of the votes cast at the Meeting, the proposed Arrangement cannot take place. It should be noted that the Arrangement also requires the approval of the Supreme Court of British Columbia.

Details of the Arrangement and its effects, as well as information concerning Spinco are contained in the information circular accompanying this letter, and reference should be made to that document for complete information.

At the Meeting, in addition to the approval of the Arrangement, we will ask Shareholders, subject to approval of the Arrangement, to approve a stock option plan for Spinco.

It is important that your shares be represented at the Meeting. Whether or not you are able to attend in person, your representation will be assured if you complete, sign and date the enclosed proxy form and return it in the envelope provided.

If you have any question about the information contained in the Circular or require assistance in completing the proxy, please contact the Company at info@j2metals.ca. We thank you for your support.

Yours sincerely,

“Thomas Lamb”
Thomas Lamb
Chief Executive Officer
J2 METALS INC.

J2 METALS INC.

NOTICE OF SPECIAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the special general meeting (the “**Meeting**”) of shareholders of J2 METALS INC. (the “**Company**”) will be held at 1710-1050 W. Pender St., Vancouver, British Columbia, on Wednesday, December 3, 2025, at the hour of 11:00 a.m. (Vancouver time) for the following purposes:

1. Pursuant to an order (the “**Interim Order**”) dated November 4, 2025, of the Supreme Court of British Columbia to consider and, if thought fit, pass, with or without variation, a special resolution (the “**Arrangement Resolution**”) to approve a plan of arrangement (the “**Plan of Arrangement**”) under section 288 of the *Business Corporations Act* (British Columbia) involving the Company and 1558117 B.C. Ltd (“**Spinco**”), a wholly owned subsidiary of the Company, the full text of which resolution is set out in Schedule “A” to, and all as more particularly described in, the management information circular of the Company accompanying this notice (the “**Circular**”). The Plan of Arrangement will involve the distribution of common shares in the capital of Spinco, a wholly owned subsidiary of the Company indirectly holding the Twenty Mile project, to shareholders of the Company;
2. Subject to the approval of the Arrangement Resolution, to consider and, if thought fit, pass, with or without variation, an ordinary resolution (the “**Spinco Option Plan Resolution**”) approving the adoption by Spinco of a rolling stock option plan, subject to regulatory acceptance, as more particularly described in the Circular; and
3. To consider other matters, including without limitation such amendments or variations to any of the foregoing resolutions, and to transaction such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The text of the Arrangement Resolution and the Plan of Arrangement are set forth in Schedule “A” and Schedule “C”, respectively, to the Circular. In order to become effective, the Arrangement Resolution must be approved by at least 66 2/3% of the votes cast by the shareholders of the Company, present in person or by proxy, at the Meeting. The Plan of Arrangement will be completed pursuant to the arrangement agreement dated October 24, 2025 between the Company and Spinco, a copy of which is available under the Company’s profile on SEDAR+ at www.sedarplus.ca.

The text of the Spinco Option Plan Resolution is found with the Circular at “*Particulars of Matters to be Acted Upon*”. In order to become effective, the Spinco Option Plan Resolution must be approved by a simple majority of the votes cast by the shareholders of the Company, present in person or by proxy, at the Meeting.

A description of the Plan of Arrangement and other matters to be dealt with at the Meeting is included in the Circular. All Shareholders are reminded to review the Circular prior to voting.

Pursuant to the Interim Order, holders of common shares of the Company have been granted the right to dissent against the Arrangement Resolution and to be paid the fair value of their common shares of the Company in respect of the Arrangement Resolution. This right is described in the Circular under the heading “*Rights of Dissent*” and the text of the Interim Order, as set forth in Schedule “D” to the Circular. **Failure to strictly comply with these requirements may result in the loss of any right of dissent.**

Shareholders wishing to dissent with respect to the Arrangement must send a written objection to the registered office of the Company at Suite 830-999 West Broadway, Vancouver, British Columbia, V6Z 1S4, Attention: Shauna Hartman prior to the time of the Meeting, such that the written objection is received not later than 4:00 pm (Vancouver time) on Monday, December 1, 2025 or by 4:00 pm (Vancouver time) on the day which is two business days prior to the date on which any adjournment or postponement of the Meeting is held, in order to be effective.

Only holders of record of common shares of the Company at the close of business on October 8, 2025, will be entitled to vote in respect of the matters to be voted on at the Meeting or any adjournment or postponement thereof.

Your vote is important regardless of the number of common shares of the Company you own. Shareholders who are unable to attend the Meeting in person are asked to sign, date and return the enclosed form of proxy relating to the common shares of the Company held by them in the envelope provided for that purpose.

To be effective, the proxy must be duly completed and signed and then deposited with the Company's Registrar and Transfer Agent, Computershare Trust Company of Canada at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9 Tel. (604) 661-9438 Fax (604) 661-9401 at least 48 hours before the time of the Meeting or any adjournment or postponement thereof, excluding Saturdays, Sundays and holidays.

Shareholders who do not hold their common shares in their own name must follow the instructions set out in the voting instruction form or the form of proxy provided to the beneficial shareholder by its intermediary, and in the Circular to ensure their shares will be voted at the Meeting. If your shares are held in a brokerage account, then in almost all cases those securities will not be registered in the shareholder's name on the records of the Company.

DATED at Vancouver, British Columbia, this 4th day of November, 2025.

J2 METALS INC.

By Order of the Board

"Thomas Lamb"

Thomas Lamb,
Chief Executive Officer

INFORMATION CIRCULAR

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- Schedule "J" - Pro Forma Financial Statements of the Issuer as at September 30, 2025

INTRODUCTION

This Circular is furnished in connection with the solicitation of proxies by the management of the Issuer for use at the Meeting to be held on December 3, 2025, and any adjournment or postponement thereof. No person has been authorized to give any information or make any representations in connection with the Arrangement or other matters to be considered at the Meeting, other than those contained in this Circular and if given or made, any such information or representation must not be relied upon as having been authorized.

This Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer of proxy solicitation. Neither the delivery of this Circular nor any distribution of securities referred to herein shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Circular.

The Arrangement has not been approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or merits of the Arrangement or upon the accuracy or adequacy of the information contained in this Circular and any representation to the contrary is unlawful.

No broker, dealer, salesperson or other person has been authorized to give any information or make any representation other than those contained in this Circular and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer, the Target or Spinco.

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth herein under "*Glossary of Terms*".

NOTICE TO U.S. SHAREHOLDERS

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The New Common Shares and Spinco Shares to be issued pursuant to the Arrangement have not been registered under the 1933 Act and will be issued in reliance on an exemption from the registration requirements thereunder and exemptions from applicable securities laws.

The solicitation of proxies by the Issuer is not subject to the requirements of the 1934 Act by virtue of an exemption applicable to proxy solicitations by foreign private issuers (as defined in a rule under the 1934 Act). Accordingly, this Circular has been prepared in accordance with the applicable disclosure requirements in Canada, which are different from the requirements applicable to proxy solicitations under the 1934 Act.

The financial statements and other financial information included or incorporated by reference in this Circular have been prepared in accordance with IFRS and are subject to Canadian auditing and auditor independence standards and thus may not be comparable to financial statements prepared in accordance with United States generally accepted accounting principles and United States auditing and auditor independence standards.

Shareholders should be aware that the acquisition by Shareholders of New Common Shares and Spinco Shares, as applicable, pursuant to the Arrangement described herein may have tax consequences in both the United States and Canada. United States Shareholders and other non-resident Shareholders are advised to consult their tax advisors to determine the particular tax consequences to them of the Arrangement.

The enforcements by investors of civil liabilities under the United States securities laws may be affected adversely by the fact that the Issuer and Spinco are organized under the laws of a jurisdiction outside the United States, that most, if not all, of their officers and directors are residents of countries other than the United States, that the experts named in this Circular are residents of countries other than the United States, and that all or a substantial portion of the assets of the Issuer and Spinco may be located outside the United States. As a result, it may be difficult or impossible for U.S. Shareholders to effect service of process within the United States upon the Issuer or Spinco or their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States. In addition, U.S. Shareholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States.

In addition, when used in respect of the projects in which the Issuer or Spinco has an interest, the terms “mineral reserve” and “mineral resource” have been reported in accordance with Canadian reporting standards. Canadian reporting requirements for disclosure of mineral properties are governed by National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

FORWARD LOOKING STATEMENTS

The information provided in this Circular, including information incorporated by reference, may contain “forward-looking statements” (collectively referred to hereafter as “**forward-looking statements**”) about the Issuer and/or Spinco. In addition, the Issuer and Spinco may make or approve certain statements in future filings with Canadian securities regulatory authorities, in press releases, or in oral or written presentations by representatives of the Issuer or Spinco in connection with this Arrangement that are not statements of historical fact and may also constitute forward-looking statements.

All statements, other than statements of historical fact, made by the Issuer or Spinco that address activities, events or developments that the Issuer and Spinco expect or anticipate will or may occur in the future are forward-looking statements, including, but not limited to, statements preceded by, followed by or that include words such as “may”, “will”, “would”, “could”, “should”, “believes”, “estimates”, “projects”, “potential”, “expects”, “plans”, “intends”, “anticipates”, “targeted”, “continues”, “forecasts”, “designed”, “goal”, or the negative of those words or other similar or comparable words. Forward-looking statements may relate to future financial conditions, results of operations, plans, objectives, performance or business developments.

These statements speak only as of the date they are made and are based on information currently available and on the then current expectations of the Issuer and Spinco and assumptions concerning future events. Forward-looking statements are subject to a number of known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from that which was expressed or implied by such forward-looking statements. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the headings “*Risk Factors Associated with the Arrangement*” and in relation to the businesses of the Issuer and of Spinco as further described in Schedule “B” and in other documents incorporated by reference in this Circular.

In particular, this Circular contains forward-looking statements pertaining to the following:

- the terms, conditions and completion of the Arrangement and Financing;
- the Effective Date;
- use of proceeds from the Financing;
- the obtaining of all required regulatory approvals in connection with the Arrangement and Financing;
- the potential benefits of the Arrangement;

- the listing or continued listing of the Issuer on the TSXV;
- the future listing of Spinco's shares on a Canadian stock exchange;
- the Issuer's and Spinco's business strategies, objectives and plans to development of their exploration properties;
- expectations regarding Spinco's ability to raise capital;
- the likelihood of the Arrangement being completed;
- the principal steps of the Arrangement;
- statements relating to the business and future activities of, and developments related to Spinco after the date of this Circular and thereafter;
- Shareholder approval of the Arrangement and Court approval of the Arrangement;
- market position, and future financial or operating performance of Spinco;
- liquidity of the Shares and Spinco Shares following the Effective Time;
- ability of Spinco to develop its mineral properties;
- anticipated developments in operations of Spinco and the Issuer;
- the future price of metals;
- the estimation of mineral resources and realization of mineral reserve estimates;
- costs and timing of exploration and development and capital expenditures related thereto;
- operating expenditures;
- success of exploration activities of Spinco; and
- estimated exploration budgets of Spinco.

With respect to forward-looking statements listed above and contained in this Circular, management of the Issuer has made assumptions regarding, among other things:

- the Issuer's and Spinco's ability to satisfy the conditions to the Arrangement;
- Spinco's ability to complete the Financing;
- the legislative and regulatory environment;
- the timing and receipt of regulatory approvals, including the approval of the TSXV for the completion of the Arrangement and any conditional approval for the listing of the Spinco Shares following completion of the Arrangement;
- predictable changes to metal prices and other predicted trends in the mineral exploration industry;
- the ability to secure necessary personnel, equipment and services;
- anticipated results of exploration activities;
- the accuracy of the interpretation of drilling and other results on the Issuer's and Spinco's mineral projects'
- Spinco's ability to obtain additional financing on satisfactory terms; and
- the global economic environment.

The actual results could differ materially from those anticipated in these forward-looking statements as a result of the risk factors set forth below and elsewhere in this Circular:

- the possibility that exploration results will not be consistent with Spinco's expectations;
- limited operating history and negative operating cash flow;
- reliance by Spinco on a single exploration property;
- dependence on management and conflicts of interest;
- liabilities inherent in mineral exploration companies;
- fluctuations in currency and interest rates;
- volatility in the market prices of precious and base metals
- the risk that Spinco's title to its properties could be challenged;
- competition in the mineral exploration industry;
- environmental risks;
- risks relating to global financial and economic conditions;
- alteration of tax regimes and treatments;

- Spinco's holding company status;
- changes in legislation affecting operations of either the Issuer or Spinco;
- failure to realize the benefits of the Arrangement and any future acquisitions;
- incorrect assessments of the value of acquisitions; and
- other factors discussed under "*Risk Factors Associated with the Arrangement*" and in Schedule "B" to this Circular as applicable to the businesses of Spinco, as well as the risk factors including in the reports and disclosure documents filed by the Issuer with Canadian securities regulatory authorities which are available under the Issuer's profile on SEDAR+ at www.sedarplus.ca.

Consequently, all forward-looking statements made in this Circular and other documents of the Issuer and Spinco are qualified by such cautionary statements and there can be no assurance that the anticipated results or developments will actually be realized or, even if realized, that they will have the expected consequences to or effects on the Issuer or Spinco. The cautionary statements contained or referred to in this section should be considered in connection with any subsequent written or oral forward-looking statements that the Issuer and Spinco and/or persons acting on their behalf may issue. The Issuer and Spinco undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise except as required by applicable securities laws. For all these reasons, Shareholders should not place undue reliance on forward-looking statements

DOCUMENTS INCORPORATED BY REFERENCE

The following documents filed on SEDAR by the Issuer with securities commissions or similar authorities in Canada, are specifically incorporated by reference into, and form an integral part of, this Circular:

1. Audited consolidated financial statements of the Issuer for the financial years ended March 31, 2025 and 2024 and the MD&A filed in connection with the audited consolidated financial statements for the financial year ended March 31, 2025;
2. Unaudited interim consolidated financial statements of the Issuer for the three and six months ended September 30, 2025 and the MD&A filed in connection with the unaudited interim financial statements for the three and six months ended September 30, 2025;
3. The management information circular of the Issuer dated February 17, 2025 with respect to the annual meeting of the shareholders of the Issuer held on March 14, 2025;
4. Notice of change of corporate structure of the Issuer dated March 25, 2025;
5. The filing statement of the Issuer dated February 13, 2025 in respect of its qualifying transaction;
6. The following sections of the Twenty Mile Report:
 - (a) Property Description and Location;
 - (b) Accessibility, Climate, Local Resources, Infrastructure and Physiography;
 - (c) History;
 - (d) Geological Setting and Mineralization;
 - (e) Deposit Types;
 - (f) Exploration;

- (g) Drilling;
 - (h) Sample Preparation, Analyses and Security;
 - (i) Data Verification;
 - (j) Interpretation and Results; and
 - (k) Recommendations.
7. The following sections of the Napoleon Report:
- (a) Property Description and Location;
 - (b) Accessibility, Climate, Local Resources, Infrastructure and Physiography;
 - (c) History;
 - (d) Geological Setting and Mineralization;
 - (e) Deposit Types;
 - (f) Exploration;
 - (g) Drilling;
 - (h) Sample Preparation, Analyses and Security;
 - (i) Data Verification;
 - (j) Interpretation and Results; and
 - (k) Recommendations.
8. Material change report dated March 21, 2025 pertaining to the completion of the Issuer's qualifying transaction;
9. Material change report dated September 10, 2025 pertaining to the completion of a non-brokered financing of shares; and
10. Material change report dated October 29, 2025 pertaining the execution of the Arrangement Agreement.

Copies of the foregoing documents incorporated herein by reference may be obtained on request without charge from the Issuer's registered and records office located at 830-999 West Broadway, Vancouver, British Columbia, V6Z 1S4 (Telephone: 604.604.683.7361). These documents are also available through SEDAR+, which can be accessed online at www.sedarplus.ca.

Any statement contained in a document incorporated or deemed to be incorporated by reference hereto shall be deemed to be modified or superseded for the purposes of this Circular to the extent that a statement contained in this Circular or to any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of such a modifying or superseding statement shall not be

deemed an admission for any purpose that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances to which it was made. Any statement so modified or superseded shall not be deemed, except as modified or superseded, to constitute a part of this Circular.

CURRENCY AND ACCOUNTING PRINCIPLES

Unless otherwise indicated herein, references to “\$”, “CDN\$” or “Canadian dollars” are to Canadian dollars.

Terms and abbreviations used in the financial statements of the Issuer and in the schedules to this Circular are defined separately and the terms and abbreviations defined below are not used therein, except where otherwise indicated.

The historical financial statements of the Issuer included in this Circular are reported in Canadian dollars and have been prepared in accordance with IFRS.

DATE OF INFORMATION

Except as otherwise indicated in this Circular, all information disclosed in this Circular is as of November 4, 2025 and the phrase "as of the date hereof" and equivalent phrases refer to November 4, 2025.

GLOSSARY OF TERMS

For the assistance of Shareholders, the following is a glossary of terms used frequently throughout this Circular and the summary hereof. Words importing the singular, where the context requires, include the plural and vice versa and words importing any gender include all genders. Certain additional terms are defined within the body of this Circular and in such cases will have the meanings ascribed thereto.

153	1531924 B.C. Ltd., a company incorporated pursuant to the BCBCA and a directly held wholly owned subsidiary of the Issuer following the completion of its qualifying transaction on March 20, 2025.
1933 Act	The United States Securities Act of 1933, as amended, and all rules and regulations thereunder.
1934 Act	The United States Securities Exchange Act of 1934, as amended, and all rules and regulations thereunder.
Affiliate	Unless specified otherwise, has the meaning ascribed to such term in NI 45-106.
Arrangement	The proposed arrangement to be completed pursuant to the provisions of Part 9, Division 5 of the BCBCA, among the Issuer and the Shareholders and Spinco, as described under the heading <i>"The Arrangement – Details of the Arrangement"</i> .
Arrangement Agreement	The arrangement agreement made as of October 24, 2025, between the Issuer and Spinco, a copy of which is available on the Issuer's profile on SEDAR+ at www.sedarplus.ca , and any amendments made thereto.
Arrangement Application	The arrangement application to be filed with the Registrar by the Issuer and Spinco that includes all records required to be filed with the Registrar to give effect to each provision of the Arrangement, including an entered copy of the Final Order
Arrangement Resolution	The special resolution approving the Arrangement Agreement and the Plan of Arrangement, the full text of which is set forth in Schedule "A" attached to this Circular, to be considered, and if deemed advisable, passed, with or without variation, by the Shareholders at the Meeting.
Associate	Unless specified otherwise, has the meaning ascribed to such term in the <i>Securities Act</i> (British Columbia), as amended, including the regulations promulgated thereunder.
BCBCA	The <i>Business Corporations Act</i> (British Columbia), S.B.C. 2002, c.57, as amended from time to time, including the regulations promulgated thereunder.
Beneficial Shareholder	A shareholder holding its Common Shares through an Intermediary, or otherwise not in the shareholder's own name.
Board of Directors or Board	The board of directors of the Issuer.

CEO	Each individual who served as Chief Executive Officer of the Issuer or acted in a similar capacity during the most recently completed financial year.
CFO	Each individual who served as Chief Financial Officer of the Issuer or acted in a similar capacity during the most recently completed financial year.
Circular	This management information circular of the Issuer dated November 4, 2025 furnished in connection with the solicitation of proxies for use at the Meeting, together with all schedules, appendices and exhibits hereto, as amended, supplemented or otherwise modified from time to time.
Common Shares	The common shares without par value in the capital of the Issuer issued and outstanding immediately prior to the implementation of the Arrangement on the Effective Date.
company	Unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.
Control Person	Any person or company that holds or is one of a combination of persons or companies that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer
Conversion Ratio	The ratio that is equal to (i) the Distributed Spinco Shares divided by (ii) the number of Common Shares together with the number of Warrants outstanding on the Distribution Record Date.
Court	The Supreme Court of British Columbia.
CRA	Canada Revenue Agency.
Dissent Notice	A validly delivered written objection to the Arrangement Resolution made by a registered Shareholder, as described under " <i>Rights of Dissent.</i> "
Dissent Rights	The right of a registered Shareholder to dissent in respect of the Arrangement Resolution in strict compliance with the procedures described in the Plan of Arrangement and the BCBCA.
Dissenting Shareholder	A registered Shareholder who delivers a Dissent Notice and validly exercises the right of dissent provided with respect to the Arrangement, as described under " <i>Rights of Dissent.</i> "
Distributed Spinco Shares	The 5,000,000 Spinco Shares currently outstanding in Spinco and held by the Issuer to be distributed to former holders of Common Shares pursuant to the Plan of Arrangement.
Distribution Record Date	The date on which the Spinco Shares will be distributed to Shareholders of record on such date as determined by the Board, at its own discretion.

DRS	Direct Registration System.
Effective Date	The date on which the Plan of Arrangement becomes effective as the Board may determine.
Effective Time	12:01 a.m., Vancouver time, on the Effective Date, or such other time on the Effective Date.
executive officer	(i) the chair, (ii) the vice-chair, (iii) a vice-president in charge of a principal business unit, division or function, including sales, finance or production; (iv) an officer, including of a subsidiary, who performs a policy making functions; (v) or any other individual performing policy making functions of a company, including the Issuer or Spinco.
Final Order	The final order of the Court approving the Arrangement to be applied for following the Meeting pursuant to Section 291 of the BCBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction.
Financing	The financing to be completed by the Spinco prior to the Arrangement to raise a minimum of \$500,000 through the sale of a minimum of 5,000,000 Units or subscription receipts which shall be convertible into Units at a price of \$0.10 per Unit on a non-brokered basis.
Holdco	1558115 B.C. Ltd., a wholly owned subsidiary of Spinco, and, indirectly through Spinco, the Issuer, which holds the Twenty Mile Property.
IFRS	International Financial Reporting Standards.
Insider	If used in relation to a company, means: <ul style="list-style-type: none"> (a) a director or senior officer of a company; (b) a director or senior officer of a company that is an Insider or subsidiary of a company; (c) a Person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of a company; or (d) a company itself if it holds any of its own securities.
Interim Order	The interim order of the Court dated November 4, 2025, providing, among other things, for the calling and holding of the Meeting as such order may be affirmed, amended or modified by any court of competent jurisdiction, a copy of which is attached as Schedule "D" to this Circular.
Intermediary	A broker, intermediary, trustee or other person holding Common Shares on behalf of a Beneficial Shareholder.
Issuer	J2 Metals Inc., a corporation incorporated under the BCBCA and listed on

the TSXV under the trading symbol “JTWO”.

MD&A	Management’s discussion and analysis, as such term is defined in National Instrument 51-102 – Continuous Disclosure Obligations of the Canadian Securities Administrators.
Meeting	The special general meeting of Shareholders to be held on December 3, 2025.
Mineral Properties	Collectively, the Napoleon Property and the Miniac Property
Miniac Property	78 mineral claims totaling 4,110 hectares held by the Issuer in the Abitibi region in Quebec.
Named Executive Officer or NEO	One of the (i) the CEO, (ii) the CFO, (iii) each of the Issuer’s or Spinco’s three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, or (iv) any additional individuals for whom disclosure would have been provided under paragraph (i) above except that the individual was not serving as an executive officer of the Issuer or Spinco, as the case may be, nor in a similar capacity, as at the end of the most recently completed financial year end.
Name Change	The change of Spinco’s name to “Twenty Miles Metals Inc.” or such other name as the Board may determine.
Napoleon Property	108 mineral claims (5,925 hectares) registered to the Issuer’s wholly owned Alaskan subsidiary, located in Eastern Alaska, as more particularly described in the Napoleon Report.
Napoleon Report	The technical report entitled “NI 43-101 Technical Report on the Napoleon Gold Project, Alaska, USA” prepared by Philo Schoeman of APEX Geosciences Ltd. dated July 30, 2024 with an effective date of May 24, 2024.
New Common Shares	The new common shares without par value in the capital of the Issuer to be issued as part of the Arrangement and for which the Pre-Arrangement Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Common Shares.
NI 43-101	National Instrument 43-101 Standards of Disclosure for Mineral Projects as adopted by the Canadian Securities Administrators and the companion policies and forms thereto, as amended from time to time.
NI 45-102	National Instrument 45-102 Resale of Securities as adopted the Canadian Securities Administrators and the companion policies and forms thereto, as amended from time to time.
NI 52-110	National Instrument 52-110 Audit Committees as adopted the Canadian Securities Administrators and the companion policies and forms thereto, as

amended from time to time.

NI 54-101	National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer as adopted the Canadian Securities Administrators and the companion policies and forms thereto, as amended from time to time.
Notice of Hearing of Petition	The notice of hearing of petition in respect of the Final Order, a copy of which is attached as Schedule “E” to this Circular.
Notice of Meeting	The notice to the Shareholders of the Meeting which accompanies this Circular.
Parties	Either of the Issuer or Spinco, as the context requires, and “Party” refers to any of them, in relation to the Arrangement Agreement.
person	Broadly interpreted and includes any natural person, partnership, limited partnership, joint venture, syndicate, sole proprietorship, body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative.
Placement Warrant	The transferable warrants issuable as part of the Units in the Financing, each whole warrant entitling the holder to acquire a Spinco Share at a price of \$0.15 per Spinco Shares for a period of period of 36 months from issuance, provided that in the event that the closing price of the Spinco Shares exceeds \$0.25 per share for a period of 10 consecutive trading days, Spinco may give notice of the acceleration of the term of the Placement Warrants to a period of 30 days following such notice.
Plan of Arrangement	The plan of arrangement set out as Exhibit I to the Arrangement Agreement, and any amendments or variation thereto, and which Plan of Arrangement is attached as Schedule “C” to this Circular.
Pre-Arrangement Shares	The Common Shares following their re-designation pursuant to the Arrangement.
Pre-Arrangement Steps	The corporate reorganization to be completed by the Issuer, Spinco and certain subsidiaries thereof on or prior to the Effective Date to transfer certain assets of the Issuer into wholly-owned subsidiaries which shall result in, among other things, Twenty Mile Property being held by Holdco and all of the issued and outstanding securities of Holdco being held by Spinco, in accordance with the steps and proceedings agreed by the Issuer and its taxation, legal and financial advisors.
Record Date	The record date for notice of and voting at the meeting being October 8, 2025.
Registered Plan	A trust governed by a registered retirement savings plan, a registered retirement income fund, a registered disability savings plan, a deferred profit-sharing plan, a tax-free savings account, a registered education savings plan or first home savings account, as each phrase is defined in the Tax Act.

Registered Shareholder	A registered holder of Common Shares.
Registrar	The Registrar of Companies for the Province of British Columbia.
Regulation S	Regulation S promulgated under the 1933 Act
SEC	The United States Securities and Exchange Commission.
SEDAR+	The System for Electronic Document Analysis and Retrieval as located on the internet at www.sedarplus.ca .
Shareholders	Holders of one or more Common Shares at the applicable time.
Spinco	155817 B.C. Ltd., a wholly-owned subsidiary of the Issuer which holds the Twenty Mile Property.
Spinco Board	The board of directors of Spinco.
Spinco Shares	The common shares without par value in the capital of Spinco.
Spinco Warrants	Warrants to acquire Spinco Common Shares.
Spinco Option Plan Resolution	The ordinary resolution approving the Spinco Stock Option Plan to be considered, and if deemed advisable, passed, with or without variation, by the Shareholders at the Meeting.
Spinco Stock Option Plan	The stock option plan of Spinco to be approved by the Shareholders at the Meeting.
Stock Option Plan	The current stock option plan of the Issuer.
Stock Options	Existing options granted by the Issuer pursuant to the Option Plan.
Transfer Agent	Computershare Trust Company of Canada.
TSXV	TSX Venture Exchange.
TSXV Policies	The policies of the TSXV as set forth in the Corporate Finance Manual of the TSXV.
Twenty Mile Property	Eight mineral claims (9,367 hectares) registered to Spinco, located in Northcentral British Columbia, as more particularly described in the Twenty Mile Report.
Twenty Mile Report	The technical report entitled “NI 43-101 Technical Report for the Twenty Mile Property, British Columbia, Canada” prepared by Andrew Turner of APEX Geosciences Ltd. for the Issuer and dated February 12, 2025 with an effective date of January 6, 2025.
Unit	A unit offered pursuant to the Financing at a price of \$0.10 per unit, each comprised of one Spinco Share and one Placement Warrant

United States or USA

The United States of America, its territories and possessions, any state of the United States and the District of Columbia.

Warrants

Existing warrants issued by the Issuer to acquire Common Shares.

SUMMARY

The following is a summary of information relating to the Issuer, the Arrangement and Spinco (assuming completion of the Arrangement) contained elsewhere in this Circular. This summary is qualified in its entirety by and should be read together with the more detailed information and financial data and statements contained elsewhere in this Circular, including the Schedules, which are incorporated herein and form part of this Circular, and the documents incorporated by reference herein. Certain capitalized words and terms used in this Summary are defined in the Glossary.

The Meeting

Time, Date and Place of Meeting

The Meeting will be held at the office of the Issuer, located at 1710-1050 W. Pender Street, Vancouver, British Columbia, on December 3, 2025, commencing at the hour of 11:00 a.m. (Vancouver time).

Record Date

The record date for determining the registered Shareholders for the Meeting is October 8, 2025. Please see "General Proxy Information" for further information.

Purpose of the Meeting

At the Meeting, Shareholders will be asked to consider and approve the Arrangement Resolution authorizing the Arrangement. By passing the Arrangement Resolution, Shareholders will also be giving authority to the Board to use its best judgment to proceed with and cause the Issuer to complete the Arrangement in the event of any variation of, or amendments to, the Arrangement Agreement or Plan of Arrangement without any requirement to seek or obtain any further approval of the Shareholders.

The Shareholders will also be asked to vote on the Spinco Stock Option Plan Resolution, in contemplation of the completion of the Arrangement, and to consider such other matters as may properly come before the Meeting, all as set forth in the notice of special meeting accompanying this Circular.

Board Recommendations

The Board has unanimously determined that the Transactions set forth herein are fair to the Shareholders and in the best interests of Shareholders. The Board recommends that Shareholders vote in favor of the Arrangement Resolution and the Spinco Option Plan Resolution. Please see "*The Arrangement – Recommendation of the Board*".

The Parties

The Issuer

The Issuer is a company incorporated under the BCBCA whose principal business has been the exploration of gold and base metals projects.

The Issuer has entered into the Arrangement Agreement with Spinco, pursuant to which the Issuer will distribute the Distributed Spinco Shares to the Shareholders as of the Distribution Record Date. Please see the "*the Arrangement*".

Following completion of the Arrangement, the Issuer will continue to be listed on the TSXV maintaining its primary focus on the Napoleon Property.

Spinco

Spinco is a private company recently incorporated under the provisions of the BCBCA for the purposes of completing the Arrangement. It is a condition of the Arrangement that the Spinco Shares be conditionally approved for listing on the TSXV. It is also a condition of the Arrangement that Spinco will be in a position to complete the Financing and the Name Change. There can be no assurances that Spinco will be successful in being listed on any stock exchange. Please see Schedule "B" - *"Information Concerning Spinco"* for additional information.

The Arrangement

The purpose of the Arrangement and the related transactions is to reorganize the Issuer into two separate companies by separating the Twenty Mile Property, through the distribution of the Spinco Shares from the balance of the Issuer's mineral assets. The Arrangement would result in, among other things, participating Shareholders holding, immediately following completion of the Arrangement, all of the outstanding New Common Shares and Spinco Shares in proportion to their holdings of Common Shares at the Effective Time. For a summary of the steps of the Arrangement and related transactions, see *"Principal Steps"* below.

Reason for the Arrangement

The Board believes that the creation of two separate companies will provide a number of benefits including: providing Shareholders with enhanced value by creating independent investment opportunities, one focused on the Mineral Properties and one focused on the Twenty Mile Property; enabling investors, analysts and other stakeholders or potential stakeholders to more accurately value each company and compare the assets to appropriate peers. The Arrangement will provide both the Issuer and Spinco with flexibility to utilize and exploit their respective assets. Management also feels that by separating its assets into two companies and providing Shareholders with interests in both of those companies, Shareholder value will be enhanced by allowing the Shareholders to continue to participate in the growth potential of the Mineral Properties and the Twenty Mile Property. See also *"The Arrangement – Reasons for the Arrangement"*

Pre-Arrangement Steps

Prior to the Arrangement becoming effective and pursuant to the Pre-Arrangement Steps, the Issuer received the Distributed Spinco Shares which are to be distributed to the Shareholders by the Issuer under the Arrangement. Those Distributed Spinco Shares were initially issued in consideration for the transfer by 153 to Spinco of all of the issued and outstanding shares of Holdco, to which 153 previously transferred to the Twenty Mile Property. The Issuer subsequently acquired all of the assets of 153, which included, among other things, the Distributed Spinco Shares.

The purpose of the Pre-Arrangement Steps is to re-organize the holding of the Mineral Properties and the Twenty Mile Property with a view to allowing the Issuer to complete the Arrangement and the spin-out of the Twenty Mile Property. See also *"The Arrangement – Pre-Arrangement Steps"* and Schedule "B" – *Information Concerning Spinco – General Development of the Business – History"*.

Principal Steps

Provided all conditions to implement the Plan of Arrangement are satisfied, including the completion of the Pre-Arrangement Steps, the following general steps will occur and be deemed to occur without further act or formality commencing at the Effective Time, but in the order and with the timing set out in the Plan of Arrangement:

- (a) Dissenting Shares. The Common Shares held by Dissenting Shareholders will be deemed to be transferred by the holder thereof to the Issuer, and thereupon such Dissenting Shareholder shall cease to have any rights as a

Shareholder, other than the right to be paid the fair value of such holder's Common Shares in accordance with the Plan of Arrangement.

- (b) Reorganization of Share Capital. The Issuer will alter its share capital by re-naming and re-designating the Common Shares as Pre-Arrangement Shares and by creating an unlimited number of New Common Shares, identical in terms to the Common Shares immediately prior to the Effective Time.
- (c) Exchange of Common Shares. Each issued and outstanding Pre-Arrangement Share (other than Pre-Arrangement Shares held by Dissenting Shareholders) will be exchanged by the Shareholders for one New Common Share and a fraction of a Distributed Spinco Share equivalent to the Conversion Ratio.
- (d) Cancellation of Shares. The Pre-Arrangement Shares, none of which will be allotted and issued, will be cancelled and the authorized capital of the Issuer and its notice of articles will be amended by deleting the Pre-Arrangement Shares as a class of share of the Issuer.
- (e) Warrants. Each Warrant then outstanding shall be deemed to be adjusted in accordance with its terms to entitle the Warrantholder to receive, upon due exercise of the Warrant, for the original exercise price: (i) one New Common Share for each Common Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time; and (ii) that number of Spinco Shares for each Common Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time as is multiplied by the Conversion Ratio with any Spinco Shares then issuable upon the exercise of such Warrants being transferred by the Issuer from the Distributed Spinco Shares.

As a result of the foregoing, on the Effective Date two companies will exist, the Issuer and Spinco. The Issuer will hold the Mineral Properties and Spinco will hold the Issuer's interest in the Twenty Mile Property through Holdco, and Shareholders (other than Dissenting Shareholders) will own both New Common Shares and Spinco Shares.

For more detailed information, see "*The Arrangement— Principal Steps of the Arrangement*" and the Plan of Arrangement attached to this Circular as Schedule "C".

Required Approvals

Shareholder Approval

In order for the Arrangement to be implemented, the Arrangement Resolution must be passed, with or without variation, by at least two-thirds of the votes cast in respect of the Arrangement Resolution by Shareholders present or voting by proxy at the Meeting. Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders, subject to the terms of the Arrangement, to decide not to proceed with the Arrangement and to revoke such Arrangement Resolution at any time prior to the Arrangement becoming effective pursuant to the provisions of the BCBCA. If more than 1% of the Common Shares become the subject of dissent rights, the Arrangement may be terminated. Please see "*The Arrangement – Required Approval – Shareholder Approval of the Arrangement*" for further information.

Court Approval

The Arrangement requires Court approval under the BCBCA. Prior to the mailing of this Circular, the Interim Order was obtained from the Court providing for the calling and holding of the Meeting and certain other procedural matters. A copy of the Interim Order is attached hereto as Schedule "D".

Provided the Arrangement Resolution receives the approval of the requisite majority of the Shareholders at the Meeting and certain other conditions are met, the Issuer intends to make application to the Court for the Final Order. at 9:45 a.m. (Vancouver time) on or about December 10, 2025, or as soon thereafter as is reasonably practicable and in the manner directed by the Court. Shareholders and interested parties have the right to appear

at such hearing and present evidence, subject to filing with the Court and serving upon the Issuer a response to petition together with any evidence or materials that such party intends to present to the Court on or before 4:00 pm (Vancouver time) on December 5, 2025, all as set out in the Interim Order and Notice of Hearing of Petition, copies of which are attached as Schedule "D" and "E", respectively, and satisfy any other requirement of the Court. Such persons should consult with their legal advisors as to the necessary requirements.

The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, and subject to compliance with such terms and conditions, if any, as the Court sees fit. The Final Order is not effective until filed with the Registrar, and the Final Order will only be filed when all other conditions to closing have been met. See "*The Arrangement – Required Approvals - Court Approval of Arrangement.*"

Conditions to the Closing of the Arrangement

The Arrangement will be subject to the satisfaction or waiver, as applicable, of certain conditions, including the following:

- (a) The Pre-Arrangement Steps will have been completed in form and substance satisfactory to the Issuer;
- (b) The Arrangement, with or without amendment, will have been approved at the Meeting in accordance with the Interim Order;
- (c) The Arrangement must be approved by the Court and the Final Order obtained in a form and substance satisfactory to the Issuer and Spinco, acting reasonably;
- (d) The TSXV will have conditionally approved the Arrangement, including the listing of the New Common Shares in substitution for the Common Shares;
- (e) The TSXV will have conditionally approved the listing of the Spinco Shares, subject to compliance with the requirements of the TSXV;
- (f) Prior to the Effective Date, Spinco will have completed or will be in position to complete the Financing and the Name Change;
- (g) All material regulatory requirements will have been complied with and all other material consents, agreements, orders and approvals, including regulatory and judicial approvals and orders, necessary for the completion of the Arrangement will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances; and
- (h) None of the consents, orders, regulations or approvals contemplated herein will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by the Issuer or Spinco acting reasonably.

See further details under the section entitled "*The Arrangement – Conditions to the Arrangement*".

Effective Date

Upon receipt of the Final Order, the Board will determine the Effective Date and the Distribution Record Date, at its own discretion, based on its determination of when all conditions to the completion of the Arrangement can be satisfied and that the Arrangement can be completed. Notice of the actual Effective Date and Distribution Record Date will be given to Shareholders through one or more press releases issued by the Issuer. The Effective Date is distinct from the Distribution Record Date. The Distribution Record Date determines the Shareholders entitled to participate in the Arrangement and the Effective Date is the date on which the Arrangement will be completed.

Delivery of Share Certificates

The certificates currently representing the Common Shares will continue to represent the New Common Shares upon completion of the Arrangement. If the Arrangement is completed, following the Effective Date, Spinco will mail to Shareholders of record on the Distribution Record Date the certificates or DRS notices representing the Distributed Spinco Shares which the Shareholders are entitled to receive under the Arrangement. Shareholders should not deliver certificates for the Common Shares as the certificates representing the Common Shares are not being exchanged. Please see *"The Arrangement – Delivery of Share Certificates"* for more information.

Securities Laws Information for Canadian Shareholders

The Issuer is a reporting issuer in the following jurisdictions in Canada: British Columbia, Ontario and Alberta. The Shares currently trade on the TSXV. After the Arrangement, Spinco will be a reporting issuer in British Columbia, Ontario and Alberta. However, the Spinco Shares may not be immediately listed for trading on any exchange. It is a condition of the Arrangement that the TSXV conditionally approve the listing of the Spinco Shares, but the parties may elect to waive such condition to allow the Arrangement to proceed in their own discretion.

The issuance and distribution of the New Common Shares and Spinco Shares pursuant to the Arrangement will constitute a distribution of securities that is exempt from the prospectus requirements of Canadian securities legislation and is exempt from or otherwise is not subject to the registration requirements under applicable securities legislation. With certain exceptions, the New Common Shares, including the New Common Shares issuable on exercise of the Options and Warrants, as the case may be, and the Spinco Shares, received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined in National Instrument 45-102 *"Resale of Securities"* of the Canadian Securities Administrators, (ii) no unusual effort is made to prepare the market or to create a demand for the New Common Shares or Spinco Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person in respect of such sale, and (iv) if the selling security holder is an insider or officer of the Issuer or Spinco, as the case may be, the selling security holder has no reasonable grounds to believe that the Issuer or Spinco, as the case may be, is in default of applicable Canadian securities laws.

Each Shareholder is urged to consult his or her professional advisors to determine the Canadian conditions and restrictions applicable to trades in New Common Shares and Spinco Shares, as applicable. For further information, see *"The Arrangement – Canadian Securities Laws"*.

Securities Law Information for United States Shareholders

The New Common Shares and Spinco Shares to be issued or distributed to Shareholders under the Arrangement have not been and will not be registered under the 1933 Act or the securities laws of any state of United States and are being issued and exchanged in reliance on the exemption from the registration requirements of the 1933 Act provided under Section 3(a)(10) thereof and similar exemptions from registration under applicable state securities law. The Issuer does not have a class of securities registered with the SEC and, accordingly, it is not a reporting company in the United States. The securities issued or deemed to be issued to Shareholders pursuant to the Arrangement will generally not be subject to resale restrictions under U.S. federal securities laws for persons who are not affiliates of the Issuer or Spinco following the Arrangement or within 90 days prior to the Arrangement.

NONE OF THE NEW COMMON SHARES OR SPINCO SHARES TO WHICH SHAREHOLDERS MAY BE ENTITLED PURSUANT TO THE ARRANGEMENT HAVE BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES OF ANY STATE OF THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

See “*The Arrangement –U.S. Securities Law Matters*”.

Applications to Exchanges

The Issuer has applied to the TSXV to approve the listing of the New Common Shares in place of the existing Common Shares, subject to the fulfillment of the usual requirements of the TSXV. The Issuer has not received conditional approval from the TSXV for the Arrangement, There can be no guarantee that TSXV approval for the Arrangement will be obtained.

Spinco has applied to the TSXV to approve the listing of the Spinco Shares. It is a condition of the Arrangement that the Spinco Shares be conditionally approved for listing on the TSXV, subject to the fulfillment of the usual requirements of the TSXV. There can be no assurances however that Spinco will receive the conditional approval of the TSXV for the listing of the Spinco Shares. Until the Spinco Shares are listed on a stock exchange, holders of Spinco Shares may not be able to sell their Spinco Shares. Even if a listing is obtained, the holding of Spinco Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity of their investment.

The disclosure in this Circular has not been approved by the TSXV, though the Issuer has made its filing with the TSXV on November 3, 2025 in respect of the Arrangement under *TSXV Policy 5.3 –Acquisitions and Dispositions of Non-Cash Assets*.

See “*The Arrangement –Exchange Approvals*”.

Spinco Financing

In connection with the Arrangement and in order to obtain a listing of the Spinco Shares on the TSXV which requires Spinco to have sufficient cash resources to complete exploration on the Twenty Mile Property as well as for capital, Spinco will also complete the Financing to raise a minimum of \$500,000 on a non-brokered basis through the issuance of a minimum of 5,000,000 Units, or subscription receipts which are convertible into Units at a price of \$0.10 per Unit.

In connection with the Financing, finders may receive a cash commission of up to 7% of the gross proceeds raised in the Financing payable in cash and up to 7% of the Units placed in the Financing payable through the issuance of Placement Warrants.

The Financing will be carried out as an “Arm’s Length Financing” under TSXV Policy 2.1, and as such no more than 25% of the proceeds will be obtained from “Non-Arm’s Length Parties”.

See Schedule “B” - “*Information Concerning Spinco – the Financing.*”

Dissenting Shareholders’ Rights on Arrangement

The Interim Order provides that each Registered Shareholder may exercise Dissent Rights in accordance with sections 237-247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order. If the Arrangement becomes effective, the Dissenting Shareholder is entitled to have, all and not less than all, of their Common Shares cancelled in exchange for a cash payment from the Issuer equal to the fair value of such holder’s Common Shares, as of the day of the Meeting, provided that the holder duly dissents in strict compliance with the Dissent Rights.

In order to validly dissent, any such Registered Shareholder must not vote any Common Shares in respect of which Dissent Rights have been exercised in favour of the Arrangement Resolution, must provide the Issuer with written objection to the Arrangement by 4:00 p.m. (Vancouver Time) on December 1, 2025, or two Business prior to any adjournment or postponement of the Meeting, and must otherwise comply with the procedures provided in the Interim Order, the Plan of the Arrangement and the BCBCA. A Beneficial Shareholder who wishes to exercise

Dissent Rights must arrange for the Registered Shareholder(s) holding its Common Shares to deliver the Dissent Notice or alternatively, make arrangement to become a Registered Shareholder.

If a Dissenting Shareholder fails to STRICTLY COMPLY with the requirements the Dissent Rights as set out under the Interim Order, the BCBCA and the Plan of Arrangement, such holder will lose its Dissent Rights. The Dissent Rights are set out in the Interim Order, the text of which is set out in Schedule "D" to this Circular. See the description under "*Rights of Dissent*".

Canadian Federal Income Tax Considerations

A summary of certain Canadian federal income tax considerations for Shareholders who participate in the Arrangement is set out under the heading "*Certain Canadian Federal Income Tax Considerations*".

Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

For Shareholders resident outside of Canada, such Shareholders should consult their own tax advisors with respect to their particular circumstances.

U.S. Federal Income Tax Advisory

This Circular does not contain any discussion as to the application of the United States federal income tax, or the tax law of any state or other jurisdiction in the United States, in relation to the exchange of Common Shares for New Common Shares or Spinco Shares as contemplated by the Arrangement. Accordingly, holders of Common Shares resident in the United States should consult their own tax advisers for advice with respect to the application of U.S. tax law to the distribution of the New Common Shares and Spinco Shares, as the case may be.

Selected Pro Forma Consolidated Financial Information

The following table sets forth certain pro forma financial information for the Issuer, on a consolidated basis, after giving effect to the Arrangement and certain other adjustments and subject to the assumptions described in the notes to the unaudited consolidated pro forma financial statements of Spinco which are attached as Schedule "J". The unaudited pro forma consolidated balance sheets have been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2025.

The following information should be read in conjunction with the financial statements and reports thereon incorporated by reference and/or included in this Circular, being the audited financial statements of the Issuer for the financial years ended March 31, 2025 and 2024, and corresponding MD&A for the year ended March 31, 2025; the interim financial statements of the Issuer for the three and six months ended September 30, 2025, and corresponding MD&A, all of which are incorporated by referenced into this Circular and available on SEDAR+ at www.sedarplus.ca under the Issuer's profile and the audited carve-out financial statements of the business of the Twenty Mile Property for the financial years ended March 31, 2025 and 2024 and interim carve-out financial statements for the six months ended September 30, 2025, which are attached hereto as Schedules "H" and "I" respectively.

	Issuer Pro Forma September 30, 2025 (unaudited) (\$)
Current Assets	\$473,308
Total Assets	\$3,773,365
Current Liabilities	\$48,342
Total Liabilities	\$153,456
Shareholders' Equity	\$3,619,909

Conflicts of Interest

Directors or officers of the Issuer or Spinco may, from time to time, serve as directors or officers of, or participate in ventures with, other companies involved in the mining industry, respectively. Accordingly, conflicts of interest may arise which could influence these persons in evaluating possible business opportunities or in generally acting on behalf of the Issuer or Spinco, as the case may be, notwithstanding that they will be bound by the provisions of the BCBCA to act at all times in good faith in the interests of the Issuer or Spinco and to disclose such conflicts to the Issuer or Spinco, as applicable, if and when they arise. As of the date of this Circular, to the best of its knowledge, the Issuer is not aware of the existence of any conflicts of interest between Issuer and any of the directors or officers of the Issuer. Please see Schedule "B" – *"Information Concerning Spinco – Conflicts of Interest"*.

For information concerning the director positions held by the proposed directors of Spinco, please Schedule "D" – *"Information Concerning Spinco – Corporate Governance"*.

Interest of Experts

To the best of the Issuer's knowledge, no direct or indirect interest in the Issuer is held or will be received by any experts responsible for opinions or reports referred to in this Circular. No expert is expected to be elected, appointed or employed as a director, officer or employee of the Issuer or Spinco. Please see *"General Matters – Experts"* for more information.

Risk Factors

In considering approval of the Arrangement, Shareholders should carefully consider certain risks relating to the Arrangement and risks involved in the business of the Issuer and Spinco.

Shareholders should consider a number of risks relating to the Arrangement, which include: (i) uncertainty over whether all conditions precedent in the Arrangement Agreement will be satisfied; (ii) the anticipated benefits of the Arrangement may not be realized by the Issuer or Spinco; (iii) failure to obtain all regulatory requirements for completion of the Arrangement; (iv) the Arrangement Agreement may be terminated in certain circumstances; (v) there is no guarantee that the Spinco Shares will be listed on any stock exchange or that a market for such shares will develop; (vi) Spinco Shares may not be qualified investments under the Tax Act for a Registered Plan; and (vii) following completion of the Arrangement, the Issuer and Spinco may issue additional equity securities.

For more information see *"Risk Factors Association with the Arrangement"*.

An investment in Spinco, following completion of the Arrangement, involves a substantial degree of risk and should be regarded as highly speculative due to the nature of the proposed business of Spinco. The risks,

uncertainties and other factors, many of which are beyond the control of the Issuer or Spinco, that could influence actual results include, but are not limited to: (i) nature of the securities and no assurance of listing; (ii) exploration and development risks; (iii) environmental risks; (iv) title risks; (v) risks relating to Spinco's substantial capital requirements; (vi) competitive risks; (vii) commodity prices; (viii) lack of mineral resources; (ix) economic risks; (x) Spinco's reliance on key employees; (xi) conflicts of interests between Spinco and its proposed directors and officers; (xii) Spinco's ability to pay dividends; (xiii) regulatory risks; (xiv) risks relating to the limited operating history of Spinco; (xv) uninsured risks; (xvi) dilutive risks. For a detailed description of certain risk factors relating to ownership of Spinco Shares, which should be carefully considered before making an investment decision, see Schedule "B" "*Information Concerning Spinco – Risk Factors*".

Accompanying Documents

This Circular is accompanied by several Schedules which are incorporated by reference into, form an integral part of, and should be read in conjunction with this Circular. It is recommended that Shareholders read this Circular and the attached Schedules in their entirety.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of the Issuer for use at the Meeting, and at any adjournment thereof. The solicitation will be by mail and possibly supplemented by telephone, electronic communications or other personal contact to be made without special compensation by regular officers and employees of the Issuer. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Issuer. The Issuer does not reimburse Shareholders, nominees or agents for the costs incurred in obtaining from their principals authorization to execute forms of proxy.

The Issuer has arranged for intermediaries to forward meeting materials to Beneficial Shareholders held as of record by those intermediaries and the Issuer may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

Appointment of Proxies

Accompanying this Circular is a form of proxy for Registered Shareholders. The persons named in the form of proxy are directors and/or officers of the Issuer, and are proxyholders nominated by the Board of Directors. **A Shareholder has the right to appoint a person (who need not be a Shareholder) to attend and act on its behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, a Shareholder must strike out the names of the nominees of management named in the instrument of proxy and insert the name of its nominee in the blank space provided on the proxy, or complete another instrument of proxy.**

The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at the Issuer's transfer agent, **COMPUTERSHARE INVESTOR SERVICES INC.** no later than forty eight (48) hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or adjournment or postponement thereof or may be accepted by the chairman of the Meeting, prior to the commencement of the Meeting. The mailing address for proxies is:

Computershare Investor Services Inc.
100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1
Fax number: 1-866-249-7775
Vote by Phone:
Registered Shareholders: 1-866-732-VOTE (8683)
Beneficial Shareholders: 1-866-734-VOTE (8683)
Vote Online: www.investorvote.com

The instrument of proxy must be signed by the Shareholder or by his duly authorized attorney. If signed by a duly authorized attorney, the instrument of proxy must be accompanied by the original power of attorney or a notarially certified copy thereof.

Voting of Shares and Exercise of Discretion of Proxies

If a Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares represented by proxy will be voted or withheld from voting by the proxyholder in accordance with those instructions on any ballot or poll that may be called for.

In the enclosed form of proxy, in the absence of any instructions in the proxy, it is intended that such Common Shares will be voted by the proxyholder, if a nominee of management, in favour of the motions proposed to be made at the Meeting, and more specifically in favor of the Arrangement Resolution and the Spinco Option Plan

Resolution, as stated under the headings in the Notice of Meeting to which this Circular is attached. If any amendments or variations to such matters, or any other matters, are properly brought before the Meeting, the proxyholder, if a nominee of management, will exercise its discretion and vote on such matters in accordance with its best judgment.

The instrument of proxy enclosed, in the absence of any instructions in the proxy, also confers discretionary authority on any proxyholder other than the nominees of management named in the instrument of proxy with respect to the matters identified herein, amendments or variations to those matters, or any other matters which may properly be brought before the Meeting. To enable a proxyholder to exercise its discretionary authority a Shareholder must strike out the names of the nominees of management in the enclosed instrument of proxy and insert the name of its nominee in the space provided, and not specify a choice with respect to the matters to be acted upon. This will enable the proxyholder to exercise its discretion and vote on such matters in accordance with its best judgment.

At the time of printing this Circular, management of the Issuer is not aware that any amendments or variations to existing matters or new matters are to be presented for action at the Meeting.

Revocation of Proxies

A proxy may be revoked by:

- (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid.
- (b) signing and dating a written notice of revocation (in the same manner as the proxy is required to be executed, as set out in the notes to the proxy) and either delivering the same to Computershare Trust Company of Canada at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9 Tel. (604) 661-9438 Fax (604) 661-9401, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof at which the proxy is to be used, or to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof.
- (c) attending the Meeting or any adjournment thereof and registering with the Scrutineer thereat as a shareholder present in person, whereupon such proxy shall be deemed to have been revoked.
- (d) in any other manner provided by law.

Only registered Shareholders have the right to revoke a proxy. A Beneficial Shareholder who wishes to change its vote must, at least seven days before the Meeting, arrange for its Intermediary to revoke its proxy on its behalf.

Advice to Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders, as many Shareholders do not hold their Shares in their own name.

Beneficial Shareholders should note that only proxies deposited by Shareholders appearing on the records maintained by the Issuer's transfer agent as registered Shareholders will be recognized and allowed to vote at the Meeting.

If a Shareholder's Common Shares are listed in an account statement provided to the Shareholder by a broker, in all likelihood those shares are not registered in the Shareholder's name and that Shareholder is a Beneficial Shareholder. Such shares are most likely registered in the name of the Shareholder's broker or an agent of that broker. In Canada the vast majority of such shares are registered under the name of CDS & Co., the registration name for The Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms.

Common Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted at the Meeting at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting Common Shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate party well in advance of the Meeting.**

In accordance with the requirements of National Instrument 54-101 – Communications with Beneficial Owners of Securities of a Reporting Issuer ("**NI 54-101**") of the Canadian Securities Administrators, the Issuer has distributed copies of the Notice of Meeting, this Circular and the instruments of proxy to the clearing agencies and Intermediaries for onward distribution to Beneficial Shareholders. Intermediaries are required to forward the Issuer's proxy solicitation materials to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them under NI 54-101. **The Issuer has determined not to pay for the distribution by Intermediaries of the Meeting Materials to holders who have advised the Intermediaries that they object to the disclosure of ownership information about the Beneficial Shareholder and such Beneficial Shareholders will not receive the Meeting Materials unless their Intermediary assumes the costs of such delivery.**

Regulatory policies require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. The vast majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Shareholders to ADP Investor Communications ("ADP") in Canada. ADP typically prepares a machine-readable Request for Voting Instructions ("VIF"), mails these VIFs to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to ADP, usually by way of mail, the Internet or telephone. ADP then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting by proxies for which ADP has solicited voting instructions. A Beneficial Shareholder who receives an ADP VIF cannot use that form to vote shares directly at the Meeting. The VIF must be returned to ADP (or instructions respecting the voting of shares must otherwise be communicated to ADP) well in advance of the Meeting in order to have the shares voted. If you have any questions respecting the voting of Common Shares held through an Intermediary, please contact that Intermediary for assistance.

The purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the Common Shares which they beneficially own. **A Beneficial Shareholder receiving a VIF cannot use that form to vote Common Shares directly at the Meeting. Beneficial Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Beneficial Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on their behalf, the Beneficial Shareholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Shareholder or their nominee the right to attend and vote at the Meeting.

All references to Shareholders in this Circular and the accompanying instrument of proxy and Notice of Meeting are to Registered Shareholders unless specifically stated otherwise.

Record Date

Only Shareholders of record on the close of business on the 8th day of October 2025, who either personally attend the Meeting or who complete and deliver an instrument of proxy in *the manner and subject to the provisions set out under the heading "Appointment of Proxies" and "Revocation of Proxies"* will be entitled to have his or her Shares voted at the Meeting, or any adjournment or postponement thereof.

The Record Date should be distinguished from the Distribution Record Date, which will be determined and approved by the Board at its discretion and announced to the Shareholders prior to the Effective Date by press release. Shareholders must be Shareholders on the Distribution Record Date, and not the Record Date or the Effective Date, to participate in the Arrangement.

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

Other than as disclosed elsewhere in this Circular or in their capacity as a Shareholder and being treated equally to all other Shareholders, none of the Directors or Senior Officers of the Issuer, no proposed nominee for election as a Director of the Issuer, none of the persons who have been Directors or Senior Officers of the Issuer since the commencement of the Issuer's last completed financial year and no associate or affiliate of any 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 upon at the Meeting.

Interest of Informed Persons in Material Transactions

For the purposes of this Circular, "informed person" means:

- (a) a director or executive officer of the Issuer;
- (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Issuer;
- (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Issuer or who exercises control or direction over voting securities of the Issuer, or a combination of both, carrying more than 10% of the voting rights attached to all outstanding voting securities of the Issuer, other than voting securities held by the person or company as underwriter in the course of a distribution; and
- (d) the Issuer if it has purchased, redeemed or otherwise acquired any of its own securities, for so long as it holds any of its securities.

Other than as disclosed elsewhere in this Circular or in their capacity as a Shareholder and being treated equally to all other Shareholders, no informed person, no proposed director of the Issuer and no associate or affiliate of any such informed person or proposed director, has any material interest, direct or indirect, in any material transaction since the commencement of the Issuer's last completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Issuer or any of its subsidiaries.

Certain directors and officers of the Issuer are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring, developing and exploiting natural resource properties. Such associations to other engaged companies in the resource sector may give rise to conflicts of interest from time to time. As a result, opportunities provided to a director of the Issuer may not be made available to the Issuer but, rather, may be offered to a company with competing interests. The directors and senior officers of the Issuer are required by law to act honestly and in good faith with a view to the best interests of the Issuer and to disclose any personal interest which they may have in any project or opportunity of the Issuer, and to abstain from voting on such matters.

The directors and officers of the Issuer are aware of the existence of laws governing the accountability of directors and officers for corporate opportunity and requiring disclosure by the directors of conflicts of interest and the Issuer will rely upon such laws in respect of any directors' and officers' conflicts of interest or in respect of any breaches of duty by any of its directors and officers.

Voting Shares Requisite Shareholder Approvals

The authorized capital of the Issuer consists of an unlimited number of Common Shares. Each Shareholder of record at the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting, or any adjournment or postponement thereof, in person or by proxy. As of the Record Date, the Issuer had 21,982,348 Common Shares issued and outstanding, each Common Share carrying the right to one vote. The Shareholders are entitled to one vote for each Common Share held.

In order to be effective, (i) the Arrangement Resolution to be submitted to the Shareholders at the Meeting must be approved by the affirmative vote of at least two-thirds of the votes cast thereon and (ii) the Spinco Option Plan Resolution must be approved by the affirmative vote of a simple majority of the votes cast thereon.

A quorum at the Meeting will consist of at least two Shareholders present in person or represented by proxy.

Principal Shareholders

To the knowledge of the Directors and Senior Officers of the Issuer, no persons own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Issuer.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

Proposed Arrangement

The Issuer and Spinco have entered into the Arrangement Agreement providing for the completion of the Arrangement. At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, approve the Arrangement Resolution, the full text of which is set forth in Schedule "A" hereto to approve the Arrangement.

The Arrangement Resolutions must be approved by two-thirds of votes cast at the Meeting. **It is the intention of the persons named in the enclosed proxy, in the absence of instructions to the contrary, to vote the proxy in favour of the Arrangement Resolution.**

The Arrangement, the Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which has been filed by the Issuer under its profile on SEDAR+ at www.sedarplus.ca, and the Plan of Arrangement, which is attached to this Circular as Schedule "C".

If the Arrangement is approved at the Meeting and the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect commencing at the Effective Time, which will be at 12:01 a.m. (Vancouver time) on the Effective Date, which is expected to be on or about December 19, 2025.

Approval of Spinco Stock Option Plan

Following the Arrangement, Spinco intends to adopt the Spinco Stock Option Plan. As the Stock Option Plan of the Issuer will not carry forward to Spinco, and in contemplation of the successful completion of the Arrangement, at the Meeting, Shareholders will be asked to consider, and if thought fit, pass the Spinco Option Plan Resolution with or without variation, the full text of which is below.

The purpose of the Spinco Stock Option Plan is to allow Spinco to grant options to directors, officers, employees and consultants, as additional compensation, and as an opportunity to participate in the success of Spinco. The granting of such options is intended to align the interests of such persons with that of the shareholders.

Options will be exercisable over periods of up to 10 years as determined by the Spinco Board and are required to have an exercise price no less than the closing price of the Spinco Shares on the trading day immediately preceding the date of grant of the option less any allowable discount permitted by any stock exchange on which the Spinco Shares are listed.

Pursuant to the Spinco Stock Option Plan, the Spinco Board may from time to time authorize the issue of options to directors, officers, employees and consultants of Spinco and its subsidiaries. The maximum number of Spinco Shares which may be issued pursuant to options granted under the Spinco Stock Option Plan, and any other

security-based compensation plan of Spinco, will not exceed 10% of the issued and outstanding Spinco Shares at the time of the grant. In addition, the number of options which may be granted to any one individual may not exceed 5% of the aggregate number of Spinco Shares issued and outstanding in any 12-month period. The maximum number of options that may be granted to any one consultant under the Spinco Stock Option Plan and any other security-based compensation arrangements of Spinco in any 12 month period must not exceed 2%. The total number of Spinco Shares which may be reserved for issuance to insiders within any 12-month period may not exceed 10% of the aggregate number of Spinco Shares issued and outstanding as at the date of grant.

The Spinco Stock Option Plan contains no vesting requirements, but permits the Spinco Board to specify a vesting schedule in its discretion, provided that if required by any stock exchange on which the Spinco Shares trade, options issued to a consultant engaged in investor relations activities must vest in stages over not less than 12 months with no more than one quarter of the options vesting in any three month period. The Spinco Stock Option Plan also provides that if a change of control, as defined therein, occurs, all options may immediately become vested and may thereupon be exercised in whole or in part by the option holder.

If a director, officer, employee or consultant ceases to be an eligible participant for any reason, other than death, each option held will cease to be exercisable 90 days after such termination date or any such longer period as determined by the Spinco Board. If such person ceases to be an eligible participant due to termination for cause, the options shall cease to be exercisable immediately. If a director, officer, employee or consultant dies, the legal representative may exercise the options within a period of the earlier of (i) the expiry date of such option; and (ii) 12 months after the date of death, but only to the extent the options were exercisable on the date of death.

In the event that an option expires during a self-imposed blackout period, or within 48 hours following the end of any self-imposed blackout period, such expiry date will be extended to the date that is 10 calendar days following the end of such blackout period.

The Spinco Stock Option Plan is a rolling stock option plan which sets the number of awards available for grant by Spinco at an amount equal to 10% of the issued and outstanding Spinco Shares from time to time, together with any other security-based compensation plan of Spinco.

The full text of the Spinco Share Option Plan is attached to this Circular as Schedule "G".

Shareholders will be asked at the Meeting to consider and, if deemed advisable, approve with or without variation the following resolution:

"BE IT RESOLVED THAT subject to the completion of the Arrangement the Spinco Stock Option Plan authorizing the directors to grant options on shares up to a maximum of 10% of Spinco Shares issued and outstanding from time to time, as at the date of the relevant grant, be and it is hereby approved and that any one director or officer of Spinco be and they are hereby authorized, without further shareholder approval, to carry out the intent of this resolution and to execute and deliver such other documents and instruments and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer be necessary or desirable to carry out the intent of this resolution."

The Board recommends that Shareholders vote in favour of the Spinco Option Plan Resolution at the Meeting. To be effective, the Spinco Option Plan Resolution must be approved by not less than a majority of the votes cast by Shareholders who vote in respect thereof, in person or by proxy, at the Meeting. Unless otherwise indicated, the persons designated as proxy holders in the accompanying proxy will vote the Common Shares represented by such proxy for the Spinco Option Plan Resolution.

THE ARRANGEMENT

Purpose of the Arrangement

The purpose of the Arrangement is to reorganize the Issuer and its assets and operations into two separate companies, being the Issuer and Spinco, by separating the Twenty Mile Property, which is held by Spinco from the Mineral Properties, which will continue to be held by the Issuer. The Arrangement will provide both the Issuer and Spinco with flexibility to utilize and exploit their respective assets. The Board believes the distribution of the Spinco Shares to the Shareholders will allow management of the Issuer to focus entirely on the Mineral Properties, and free management of Spinco to facilitate separate fund-raising, exploration and mining strategies for the Twenty Mile Property. By separating the mining assets into two companies, Shareholders are permitted to continue to participate in the growth potential of the Mineral Properties and Twenty Mile Property.

Upon the Arrangement becoming effective, Shareholders of record as of the close of business on the Distribution Record Date will become shareholders in both companies and will receive one New Common Share and their pro rata entitlement to a fraction of a Distributed Spinco Share for each Common Share held by such Shareholder on such date.

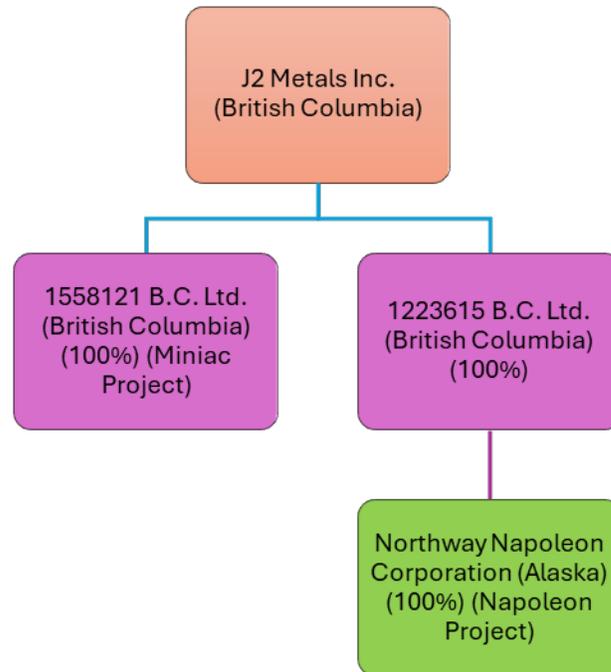
Pre-Arrangement Steps

The purpose of the Pre-Arrangement Steps was to re-organize the holding of the Mineral Properties and the Twenty Mile Property with a view to allowing the Issuer to complete the Arrangement and the spin-out of the Twenty Mile Property.

On or prior to the close of business on the Business Day prior to the Effective Date, the Issuer shall have completed the Pre-Arrangement Steps resulting in the re-organization of the Issuer's mineral properties within its subsidiaries. Following the completion of the Pre-Arrangement Steps, the total number of outstanding Spinco Shares equals to the amount of the Distributed Spinco Shares.

Pursuant to the Pre-Arrangement Steps, the Issuer received the Distributed Spinco Shares which are to be distributed to the Shareholders by the Issuer under the Arrangement. Those Distributed Spinco Shares were initially issued in consideration for the transfer by 153 to Spinco of all of the issued and outstanding shares of Holdco, to which 153 previously transferred to the Twenty Mile Property. The Issuer subsequently acquired all of the assets of 153, which included, among other things, the Distributed Spinco Shares.

Following completion of the Pre-Arrangement Steps and the Arrangement, the corporate structure of the Issuer will be represented as follows:



Proposed Timetable for Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates as proposed are as follows:

Meeting:	December 3, 2025
Final Court Approval:	December 10, 2025
Distribution Record Date:	December 15, 2025 (anticipated only)
Effective Date:	December 19, 2025 (anticipated only)

Other than the date of the Meeting, each of the dates above are an anticipated date and may be amended by the Issuer. The Board will determine the Effective Date and the Distribution Record Date, at its own discretion, based on its determination of when all conditions to the completion of the Arrangement are satisfied and that the Arrangement can be completed. Notice of the actual Effective Date and Distribution Record Date will be given to Shareholders through one or more press releases issued by the Issuer.

The Effective Date is distinct from the Distribution Record Date. The Distribution Record Date determines the Shareholders entitled to participate in the Arrangement and the Effective Date is the date on which the Arrangement will be completed.

Reasons for the Arrangement

The Issuer believes the Arrangement is in the best interests of the Issuer and its Shareholders for a number of reasons, including:

- o providing Shareholders with enhanced value by creating independent investment opportunities in two companies; one with the Mineral Properties and the other with the Twenty Mile Property;

- unlocking the value of the British Columbia property, which the Issuer believes is not fairly valued in its portfolio;
- enabling investors, analysts and other stakeholders or potential stakeholders to more accurately value each company and compare the assets to appropriate peers;
- Shareholders will benefit by holding shares in two separate public companies;
- providing each company with a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans; and
- enabling each company to pursue independent growth and capital allocation strategies.

Principal Steps of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Schedule “C” to this Circular. Shareholders are encouraged to carefully review the Plan of Arrangement in its entirety.

Pursuant to the Arrangement Agreement, the Issuer has agreed to distribute the Distributed Spinco Shares to the Shareholders. This transfer will be effected pursuant to the Arrangement. Under the Arrangement, the existing Shareholders, in exchange for their Common Shares, will receive one New Common Share and their pro rata entitlement to a fraction of a Distributed Spinco Share, as of the Distribution Record Date.

The Arrangement Agreement establishes the Plan of Arrangement, which provides for the following general steps to occur and be deemed to occur without further act or formality commencing at the Effective Time, but in the order and with the timing set out in the Plan of Arrangement:

- (a) Dissenting Shares. The Common Shares held by Dissenting Shareholders will be deemed to be transferred by the holder thereof to the Issuer, and thereupon such Dissenting Shareholder shall cease to have any rights as a Shareholder, other than the right to be paid the fair value of such holder’s Common Shares in accordance with the Plan of Arrangement.
- (b) Reorganization of Share Capital. The Issuer will alter its share capital by re-naming and re-designating the Common Shares as Pre-Arrangement Shares and by creating an unlimited number of New Common Shares, identical in terms to the Common Shares immediately prior to the Effective Time.
- (c) Exchange of Common Shares. Each issued and outstanding Pre-Arrangement Share (other than Pre-Arrangement Shares held by Dissenting Shareholders) will be exchanged by the Shareholders for one New Common Share and a fraction of a Distributed Spinco Share equivalent to the Conversion Ratio (provided that, while each Shareholder’s fractional Spinco Shares will be combined, no fractional shares will be issued and no compensation will be received in lieu thereof), and the holders of Pre-Arrangement Shares will be removed from the Issuer’s central security register with respect to the Pre-Arrangement Shares and will be added to the Issuer’s central securities register as the holder of such number of New Common Shares and to Spinco’s central securities register as the holder of such number of Distributed Spinco Shares.
- (d) Cancellation of Shares. The Pre-Arrangement Shares, none of which will be allotted and issued following (d) above, will be cancelled and the authorized capital of the Issuer and its notice of articles will be amended by deleting the Pre-Arrangement Shares as a class of share of the Issuer.
- (e) Capital Adjustments. Upon the cancellation of the Pre-Arrangement Shares, the capital maintained in respect of the Pre-Arrangement Shares shall be reduced by an amount equal to the capital attributable to such Pre-Arrangement Shares immediately before the exchange in (c) above and, notwithstanding section 73 of the

BCBCA, the capital account maintained for the New Common Shares shall be equal to the amount, if any, by which the amount of the reduction to the capital maintained for the Pre-Arrangement Shares exceeds the fair market value of the Spinco Shares immediately before the Effective Time. (For the purposes of this paragraph (f), the fair market value determinations will be made by the Board and Spinco Board, respectively, acting in good faith).

- (f) Warrants. Each Warrant then outstanding shall be deemed to be adjusted in accordance with its terms to entitle the Warrantholder to receive, upon due exercise of the Warrant, for the original exercise price: (i) one New Common Share for each Common Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time; and (ii) that number of Spinco Shares for each Common Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time as is multiplied by the Conversion Ratio with any Spinco Shares then issuable upon the exercise of such Warrants being transferred by the Issuer from the Distributed Spinco Shares.

No fractional Spinco Shares will be distributed to the Shareholders and as a result, all fractional amounts arising under the Arrangement will be rounded down to the next whole number without any compensation therefor. Any Spinco Shares not distributed as a result of so rounding down will be cancelled by Spinco.

Procedure for the Arrangement to be Effective

Upon the conditions precedent set forth in the Arrangement Agreement being fulfilled or waived, the Issuer intends to file a copy of the Final Order along with the Plan of Arrangement with the Registrar, together with such other materials as may be required by the Registrar, in order to give effect to the Arrangement.

The following procedural steps must be taken in order for the Arrangement to become effective:

- (a) the Arrangement Resolution be approved by the Shareholders in the manner set forth in the Interim Order;
- (b) the Court must grant the Final Order approving the Arrangement;
- (c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party; and
- (d) the Final Order and any other documents required by the Registrar pursuant to Section 292 of the BCBCA must be submitted to the Registrar.

There is no assurance that the conditions set out in the Arrangement Agreement will be satisfied or waived on a timely basis or at all.

Effect of the Arrangement

As a result of the foregoing, on the Effective Date two companies will exist, the Issuer and Spinco. The Issuer will hold the Mineral Properties and Spinco will hold the Issuer's interest in the Twenty Mile Property through Holdco, and Shareholders (other than Dissenting Shareholders) will own both New Common Shares and Spinco Shares.

Assuming the Shareholders and the Court approve the Arrangement, the Board will still have discretion as to whether to complete the Arrangement. At the present time, the Board does not anticipate that this discretion will be exercised, and intends to complete the Arrangement.

The Arrangement Resolution also provides that the terms of the Plan of Arrangement may be amended by the Board before or after the Meeting without further notice to Shareholders, unless directed by the Court. Although the Board has no current intention to amend the terms of the Plan of Arrangement, it is possible that the Board may determine that certain amendments are appropriate, necessary or desirable.

See “*The Arrangement - Amendment and Termination of the Arrangement Agreement.*”

The following table sets forth financial information for the Issuer, which has been derived from the pro forma financial statements for the Issuer, following completion of the Arrangement, as at, September 30, 2025, which are attached to this Circular as Schedule “J”.

Selected Financial Information	As At September 30, 2025
Current Assets	\$358,620
Exploration and evaluation assets	\$2,813,475
Other Assets	Nil
Total Assets	\$3,172,095
Current Liabilities	\$34,227
Working Capital (Deficit)	\$324,393
Other Liabilities	\$105,114
Total Liabilities	\$139,341
Share Capital	\$4,814,241
Reserves	\$332,494
Deficit	(\$2,113,981)
Total Equity	\$3,032,754

Treatment of Options and Warrants

The Arrangement Agreement and the Plan of Arrangement provide that the Warrants will be deemed to be adjusted in accordance with their terms to entitle the Warrantholder to receive, upon due exercise of the Warrant, for the original exercise price: (i) one New Common Share for each Common Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time; and (ii) that number of Distributed Spinco Shares for each Common Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time as is multiplied by the Conversion Ratio with any Spinco Shares then issuable upon the exercise of such Warrants being transferred by the Issuer from the Distributed Spinco Shares.

In the event that any Warrant outstanding on the Effective Date later expires unexercised, thus causing the holder of such Warrants to not be entitled to receive their pro rata portion of the Distributed Spinco Shares, then the Issuer shall be entitled to retain the portion of the Distributed Spinco Shares attributable to such Warrants. No replacement Warrant certificates will be issued to effect the adjustments and, upon completion of the Arrangement, the current certificates representing the Warrants will be deemed to be so adjusted in accordance with the Plan of Arrangement.

Pursuant to the terms of the Stock Option Plan, holders of Options are not entitled to any adjustments in relation to the Arrangement and will, as a result, not be entitled to participate in the Arrangement. Holders of Options who exercise their Options before the Distribution Record Date, will be entitled to participate in the distribution of the Distributed Spinco Shares.

Fairness of Arrangement

The Arrangement was determined to be fair to the Shareholders by the Board, based upon, but not limited to, the following factors:

- (a) Under the terms of the Arrangement, all Shareholders (other than Dissenting Shareholders) will be treated equally as to participation in the Arrangement.
- (b) The Arrangement will benefit Shareholders generally through providing them with ownership positions in two publicly traded companies (assuming a listing of the Spinco Shares is obtained):
 - (i) Spinco, a new company holding the Twenty Mile Property, which will be better able focus on the development of that property; and
 - (ii) A continuing interest in the Issuer, which will hold the Mineral Properties.
- (c) The Arrangement must be approved by two-thirds of the votes cast at the Meeting by Shareholders and by the Court which, the Issuer is advised, will consider, among other things, the fairness of the Arrangement to Shareholders (see "*The Arrangement - Conditions to the Arrangement Becoming Effective*").
- (d) The availability of Dissent Rights to Registered Shareholders with respect to the Arrangement.

Recommendations of Board of Directors

As set out above the Board has reviewed the terms and conditions of the Arrangement and concluded that the terms thereof are fair and reasonable to, and in the best interests of, the Shareholders.

In arriving at this conclusion, the Board considered, among other matters:

- (a) the financial condition, business and operations of the Issuer, on both a historical and prospective basis, and information in respect of Spinco on a pro forma basis;
- (b) the procedures by which the Arrangement is to be approved, including the requirement for approval of the Arrangement by the Court after a hearing at which fairness to Shareholders will be considered;
- (c) the availability of Dissent Rights to registered Shareholders with respect to the Arrangement;
- (d) the assets to be held by each of the Issuer and Spinco after completion of the Arrangement and the perceived unrealized value of the Twenty Mile Property within the Issuer;
- (e) historical information regarding the price of the Common Shares;
- (f) the tax treatment to Shareholders under the Arrangement;
- (g) Shareholders will own securities of two publicly-listed companies, if the intended listing of the Spinco Shares is obtained; and

- (h) Spinco will be able to concentrate its efforts on exploring the Twenty Mile Property and the Issuer will be able to concentrate its efforts on the advancement of its other mineral project(s) and business.

The Board did not assign a relative weight to each specific factor and each director may have given different weights to different factors. Based on its review of all the factors, the Board considers the Arrangement to be advantageous to Vizsla and fair and reasonable to the Shareholders. The Board also identified disadvantages associated with the Arrangement including the fact that there will be the additional costs associated with running two companies and there is no assurance that the proposed Arrangement will result in positive benefits to Shareholders. See *"Risk Factors Relating to the Arrangement"*.

The Board has therefore authorized the submission of the Arrangement to the Shareholders and the submission of the Arrangement Agreement to the Court for approval. **The Board unanimously determined that the Arrangement is in the best interests of the Issuer, and is fair from a financial point of view to the Shareholders. The Board unanimously recommends that the Shareholders vote in favour of the Arrangement.**

Required Approvals

Shareholder Approval of Arrangement

As provided in the Interim Order, before the Arrangement can be implemented the Arrangement Resolution, with or without variation, must be passed by at least two-thirds of the votes cast with respect thereto by Shareholders present at the Meeting either in person or by proxy. Each Common Share carries the right to one vote. A copy of the Arrangement Resolution is attached as Schedule "A" to this Circular.

The Board of Directors has unanimously approved the Arrangement and recommends that Shareholders vote in favour of the Arrangement Resolution, and the persons named in the enclosed form of proxy intend to vote for such approval at the Meeting unless otherwise directed by the Shareholders appointing them.

At the present time the sole voting shareholder of Spinco is, and prior to implementation of the Arrangement the sole voting shareholder will continue to be, the Issuer, which has approved the Arrangement.

Should Shareholders fail to approve the Arrangement Resolution by the requisite majority, the Arrangement will not be completed.

Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders, subject to the terms of the Arrangement, to amend the Arrangement Agreement or to decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Arrangement becoming effective pursuant to the provisions of the BCBCA.

If more than 1% of the Common Shares become the subject of dissent rights, the Arrangement may be terminated.

Court Approval of Arrangement

The BCBCA requires that the Issuer obtain court approval to proceed with the Arrangement. Prior to the mailing of this Circular, the Issuer obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters related thereto. A copy of the Interim Order is attached to this Circular as Schedule "D". The Notice of Hearing of Petition for the Final Order is attached to this Circular as Schedule "E".

As provided in the Notice of Hearing of Petition, the hearing in respect of the Final Order is scheduled to take place on December 10, 2025, before the Court at 9:45 am, or so soon thereafter as counsel may be heard at the court house, 800 Smithe Street, Vancouver, British Columbia, or such other date and time as the Court may direct, assuming approval of the Arrangement Resolution by the Shareholders at the Meeting.

At the hearing, any security holder or creditor of the Issuer has the right to appear, be heard and present evidence or arguments, provided that such security holder or creditor files and serves a response to petition, together with any evidence or materials that such party intends to present to the Court, no later than 4:00 p.m. (Vancouver time) on December 5, 2025, all as set out in the Interim Order and Notice of Hearing of Petition, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned, then, subject to further order of the Court, only those persons having previously filed and served a response to petition will be given notice of the adjournment.

The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement. The Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, the Issuer and Spinco may determine not to proceed with the Arrangement.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the Notice of Hearing of Petition attached as Schedule "E" to this Circular. The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

The New Common Shares, Reorganization Shares and Spinco Shares to be issued to Shareholders in exchange for their Common Shares pursuant to the Arrangement have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration under the 1933 Act provided by Section 3(a)(10) thereof and exemptions provided under the securities laws of each state of the United States in which Shareholders reside. Section 3(a)(10) of the 1933 Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof.

The Court will be advised prior to the hearing of the application for the Final Order that if the terms and conditions of the Arrangement, and the fairness thereof, are approved by the Court, such approval will be relied upon in seeking an exemption from the registration requirements of the 1933 Act, pursuant to Section 3(a)(10) thereof, with respect to the offer and distribution of the securities to be issued or distributed pursuant to the Arrangement, including the New Common Shares and the Distributed Spinco Shares. See "*The Arrangement – U.S. Securities Law Matters*" below.

The Final Order is not effective until filed with the Registrar, and the Final Order will only be filed when all other conditions to closing have been met.

It is currently anticipated that the Effective Date of the Arrangement will occur in Q4, 2025, but it is not possible to state with certainty when or if the closing of the Arrangement will occur.

Although the Company's objective is to have the Effective Date occur as soon as possible after the Meeting, the Effective Date could be delayed for a number of reasons, including, but not limited to, an objection before the Court at the hearing of the application for the Final Order or any delay in obtaining any required approvals or clearances, including approval from the TSXV for the listing of the Spinco Shares. The Issuer may determine not to complete the Arrangement without prior notice to or action on the part of Shareholders.

Conditions to the Arrangement Becoming Effective

The directors of each of the Issuer and Spinco have authorized the entering into, and both companies have entered into, the Arrangement Agreement. A copy of the Arrangement Agreement is available under the Issuer's profile on SEDAR+ at www.sedarplus.ca and a copy of the Plan of Arrangement is attached as Schedule "C" to this Circular.

Pursuant to the Arrangement Agreement, the respective obligations of the Issuer and Spinco to complete the Arrangement and to file a certified copy of the Final Order and such other documentation required by the Registrar in order for the Arrangement to be implemented are also subject to the satisfaction of the following conditions, among other things:

- The Pre-Arrangement Steps will have been completed in form and substance satisfactory to the Issuer, as described under *"Pre-Arrangement Steps"*;
- The Arrangement, with or without amendment, will have been approved at the Meeting in accordance with the Interim Order, as described under *"Required Approvals - Shareholder Approval of Arrangement"*;
- The Arrangement must be approved by the Court and the Final Order obtained in a form and substance satisfactory to the Issuer and Spinco, acting reasonably, as described under *"Required Approvals - Court Approval of Arrangement"*;
- The TSXV will have conditionally approved the Arrangement, including the listing of the New Common Shares in substitution for the Common Shares, as described under *"Exchange Approval"*;
- The TSXV will have conditionally approved the listing of the Spinco Shares, subject to compliance with the requirements of the TSXV, as described under *"Exchange Approval"*;
- Prior to the Effective Date, Spinco will have completed or will be in position to complete the Financing and the Name Change, as described under *"Spinco Financing"* and *"Name Change"*;
- No action has been instituted and continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to the Arrangement, and no cease trading or similar order with respect to any securities of the Issuer or Spinco has been issued and remains outstanding;
- All material regulatory requirements will have been complied with and all other material consents, agreements, orders and approvals, including regulatory and judicial approvals and orders, necessary for the completion of the transactions provided for in the Arrangement Agreement or contemplated by this Circular will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances;
- None of the consents, waivers, orders or approvals contemplated herein will contain conditions or require undertakings considered unsatisfactory or unacceptable by the Issuer or Spinco, acting reasonably;
- No law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of the Issuer, the Shareholders or Spinco if the Arrangement is completed; and
- The Arrangement Agreement has not been terminated as provided for therein.

If any of the conditions set forth in the Arrangement Agreement are not fulfilled or performed, on or prior to the Effective Time, the Issuer and Spinco may terminate the Arrangement Agreement or waive, in their discretion, the applicable condition in whole or in part.

Management of the Issuer believes that all consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained prior to the Effective Date in the ordinary course and upon application therefor.

As soon as practicable after the fulfilment (or waiver) of the conditions contained in the Arrangement Agreement, the Board intends to cause a copy of the Final Order to be filed with the Registrar under the BCBCA, together with such other material as may be required by the Registrar in order that the Arrangement will become effective. The Effective Date will be the date set out in such filings.

The Effective Date is distinct from the Distribution Record Date. The Distribution Record Date, which determines the Shareholders entitled to participate in the Arrangement, will be established by the Board, at its discretion, and announced to the Shareholders prior to the Effective Date by press release.

Amendment and Termination of the Arrangement Agreement

The Arrangement Agreement provides that it may be amended by written agreement of the Issuer and Spinco before or after the Meeting, but prior to the Effective Date, without further notice to the Shareholders.

The Arrangement Agreement may, at any time before or after the holding of the Meeting but no later than the Effective Date, be terminated by the Board of Directors without further notice to, or action on the part of, Shareholders.

Without limiting the generality of the foregoing, the Board of Directors may terminate the Arrangement Agreement:

- (a) If immediately prior to the Effective Date, Dissenting Shareholders holding 1% or more of the outstanding Common Shares have not abandoned the Dissent Rights provided for in the Plan of Arrangement.
- (b) If prior to the Effective Date there is any material change in the business, operations, property, assets, liabilities or condition, financial or otherwise, of the Issuer or Spinco, or any change in general economic conditions, interest rates or any outbreak or material escalation in, or the cessation of, hostilities or any other calamity or crisis, or there should develop, occur or come into effect any occurrence which has a material effect on the financial markets of Canada and the Board determines in its sole judgment that it would be inadvisable in such circumstances for the Issuer to proceed with the Arrangement.

Failure to Complete Arrangement

In the event the Arrangement Resolution is not passed by Shareholders, the Court does not approve the Arrangement or the Arrangement does not proceed for some other reason, the Twenty Mile Property will remain with the Issuer and the Issuer will carry on business as it is currently carried on including the ongoing exploration on the Mineral Properties and the Twenty Mile Property with Spinco remaining as a wholly owned subsidiary of the Issuer, with the Issuer having incurred the costs and expenses related to the Arrangement.

Expenses of the Arrangement

The costs relating to the Arrangement, including, without limitation, accounting and legal fees, will be borne by the Issuer. The costs relating to any application to list the Spinco Shares on the TSXV will be borne by Spinco.

Delivery of Share Certificates

The certificates currently representing the Common Shares will continue to represent the New Common Shares upon completion of the Arrangement. If the Arrangement is completed, following the Effective Date Spinco will mail to Shareholders of record on the Distribution Record Date the certificates representing the Distributed Spinco Shares which the Shareholders are entitled to receive under the Arrangement. Shareholders are not required to deliver certificates for the Common Shares in order to receive their Spinco Shares, as certificates representing the Common Shares are not being exchanged pursuant to the Arrangement and will be deemed to represent the New Common Shares.

Each of the Issuer, Spinco and the Issuer's transfer agent shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Common Shares or Spinco Shares made pursuant to the Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of the Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Common Shares or Spinco Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person.

Securities Laws Matters

The following discussion is only a general overview of certain requirements of Canadian and U.S. securities laws applicable to trades in securities of the Issuer and/or Spinco. All Shareholders are urged to consult with their own legal counsel to determine the conditions and restrictions applicable to trades in the New Common Shares and Spinco Shares and to ensure that any subsequent resale of New Common Shares or Spinco Shares to be received in exchange for their Common Shares pursuant to the Arrangement complies with applicable securities legislation. This Circular does not contain any discussion of the restrictions which may be applicable in any jurisdiction other than Canada or to Shareholders who are not residents of Canada.

Status under Canadian Securities Laws

The Issuer is a reporting issuer in British Columbia, Alberta and Ontario, and the Common Shares currently trade on the TSXV. After the Arrangement, the Issuer will continue to be listed on the TSXV. The Spinco Shares are not currently listed on any stock exchange. Spinco has applied to the TSXV to approve the listing of the Spinco Shares.

It is a condition to the completion of the Arrangement that TSXV has conditionally approved the Arrangement, including the continued listing of the New Common Shares in substitution for the Common Shares, and that the TSXV has also conditionally approved the listing of the Spinco Shares. Any listing of the Spinco Shares will be subject to Spinco fulfilling all of the listing requirements of the TSXV. There can be no assurances that Spinco will be successful in becoming listed on the TSXV or any stock exchange. Holders of Spinco Shares are advised to consult their legal advisors with respect to trading in Spinco Shares.

Upon completion of the Arrangement, Spinco will become a reporting issuer in British Columbia, Alberta and Ontario.

Distribution and Resale of New Common Shares and Spinco Shares under Canadian Securities Laws

The issuance and distribution of the New Common Shares and Spinco Shares pursuant to the Arrangement will constitute a distribution of securities that is exempt from the prospectus requirements of Canadian securities legislation and is exempt from or otherwise is not subject to the registration requirements under applicable securities legislation.

With certain exceptions, the New Common Shares and Spinco Shares will generally be “freely tradable” (and not subject to any “restricted period” or “hold period”) and will not be legended and may be resold through registered dealers in each of the provinces of Canada if the following conditions are met: (i) the trade is not a control distribution (as defined in NI 45-102); (ii) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade; (iii) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and (iv) if the selling securityholder is an Insider or an officer of the Issuer or Spinco, as the case may be, the selling securityholder has no reasonable grounds to believe that the Issuer or Spinco, as the case maybe is in default of securities legislation.

Exemption from the Registration Requirements of the 1933 Act

The foregoing discussion is only a general overview of certain requirements of the 1933 Act applicable to the resale of the New Common Shares and Distributed Spinco Shares issued or deemed to be issued or transferred or otherwise distributed to Shareholders pursuant to the Arrangement. All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

In the event that the Arrangement is completed, the resulting issuance and distribution of New Common Shares and Distributed Common Shares to Shareholders will not be registered under the 1933 Act or the securities laws of any state of the United States, but will instead be effected in reliance on the registration exemption provided by Section 3(a)(10) of the 1933 Act and exemptions provided under applicable state securities laws. Section 3(a)(10) of the 1933 Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. Accordingly, the Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the New Common Shares, Reorganization Shares and Spinco Shares to be issued to Shareholders in exchange for their Common Shares pursuant to the Arrangement.

The securities to which Shareholders may be entitled pursuant to the Arrangement have not been approved or disapproved by the SEC or securities regulatory authorities of any state of the United States, nor has the SEC or securities regulatory authority of any state in the United States passed on the adequacy or accuracy of this circular. Any representation to the contrary is a criminal offence.

Exchange Approvals

The Common Shares are currently listed on the TSXV. The Arrangement will not be implemented unless the New Common Shares are listed on the TSXV in place of the existing Common Shares. The Issuer has applied to the TSXV for approval to the listing of the New Common Shares to facilitate completion of the Arrangement. The Issuer has not received conditional approval from the TSXV for the Arrangement, There can be no guarantee that TSXV approval for the Arrangement will be obtained.

It is also a condition to the completion of the Arrangement that the TSXV has conditionally approved the listing of the Spinco Shares. Any listing of the Spinco Shares will be subject to Spinco fulfilling all of the listing requirements of the TSXV. There can be no assurances that Spinco will be successful in becoming listed on the TSXV or any stock exchange. Holders of Spinco Shares are advised to consult their legal advisors with respect to trading in Spinco Shares.

Until the Spinco Shares are listed on a stock exchange, holders of Spinco Shares may not be able to sell their Spinco Shares. Even if a listing is obtained, the holding of Spinco Shares will involve a high degree of risk and should be

undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity of their investment.

The disclosure in this Circular has not been approved by the TSXV, though the Issuer has made its filing with the TSXV on November 3, 2025 in respect of the Arrangement under *TSXV Policy 5.3 –Acquisitions and Dispositions of Non-Cash Assets*.

Spinco Financing

In connection with the Arrangement and in order to obtain a listing of the Spinco Shares on the TSXV which requires Spinco to have sufficient cash resources to complete exploration on the Twenty Mile Property as well as for capital, Spinco will also complete the Financing to raise up to \$500,000 on a non-brokered basis through the issuance of 5,000,000 Units, or subscription receipts which are convertible into Units, at the discretion of Spinco, at a price of \$0.10 per Unit.

Each Unit will comprise one Spinco Share and one Placement Warrant. The Placement Warrants will be exercisable to acquire an additional Spinco Share at a price of \$0.15 per share for a period of 36 months provided that that in the event that the closing price of the Spinco Shares exceeds \$0.25 per share for a period of 10 consecutive trading days, Spinco may give notice of the acceleration of the term of the Placement Warrants to a period of 30 days following such notice.

In connection with the Financing, finders may receive a cash commission of up to 7% of the gross proceeds raised in the Financing payable in cash and up to 7% of the Units placed in the Financing payable through the issuance of Placement Warrants.

The Financing will be carried out as an “Arm’s Length Financing” under TSXV Policy 2.1, and as such no more than 25% of the proceeds will be obtained from “Non-Arm’s Length Parties”. Additional information and updates on the Financing will be provided via press release of the Issuer as it progresses.

Name Change

In connection with the Arrangement, it is proposed that Spinco complete the Name Change to “Twenty Metals Inc.” To date, the Name Change has not been effected to date due to the now ended British Columbia General Employees’ Union (BCGEU) labour action which resulted in the temporary closure of BC Registries. Spinco expects to be able to effect the Name Change on or prior to the Meeting and in any event prior to the Effective Date.

RIGHTS OF DISSENT

The following description of the Dissent Rights is not a comprehensive statement of the procedures to be followed by a Registered Shareholder who seeks payment of the fair value of their Common Shares and is qualified in its entirety by the reference to the full text of the Interim Order, which is attached as Schedule “D” to this Circular, the Plan of Arrangement, which is attached as Schedule “C” to this Circular, and the BCBCA, the relevant provisions of which are attached as Schedule F” to this Circular. A Registered Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the BCBCA, as modified by the Interim Order and the Plan of Arrangement, and should seek independent legal advice. Failure to comply with the BCBCA, as modified by the Interim Order and the Plan of Arrangement, and to adhere to the procedures established therein may result in the loss of all rights thereunder.

As indicated in the Notice of Meeting accompanying this Circular, and as provided in the Plan of Arrangement and the Interim Order, Registered Shareholders may exercise Dissent Rights in connection with the Arrangement pursuant to the Interim Order, the Final Order and in the manner provided in sections 237-247 of the BCBCA (attached as Schedule “F” to this Circular), as modified by the Plan of Arrangement and Interim Order.

A Shareholder who dissents to the Arrangement Resolution and is paid the fair value of such shares will not be entitled to receive any New Common Shares or Distributed Spinco Shares. The fair value of such holder's Common Shares will be determined as of the close of business on the business day before the adoption of the Arrangement Resolution. The payment for such fair value of the Common Shares shall be made by the Issuer.

The statutory provisions dealing with the right of dissent are technical and complex. Any Shareholders who wish to exercise their Dissent Rights should seek independent legal advice, as failure to comply strictly with the provisions of Sections 237 - 247 of the BCBCA, the Plan of Arrangement and the Interim Order may result in the loss of Dissent Rights.

To exercise Dissent Rights, a Shareholder must dissent with respect to all Common Shares of which it is the registered and beneficial owner. A Registered Shareholder who wishes to dissent must deliver a Dissent Notice to the Issuer as set forth below and such Dissent Notice must strictly comply with the requirements of section 242 of the BCBCA. Any failure by a Shareholder to fully comply with the provisions of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and Plan of Arrangement, may result in the loss of that holder's Dissent Rights. Only Registered Shareholders on the Record Date of the Meeting may exercise Dissent Rights. A Beneficial Shareholder who wishes to exercise the Dissent Rights must arrange for the Registered Shareholder(s) holding its Common Shares to deliver the Dissent Notice or to become a Registered Shareholder.

Dissenting Shareholders are ultimately entitled to be paid fair value for their Common Shares and shall be deemed to have transferred their Common Shares to the Issuer for cancellation immediately at the Effective Time and in no case shall the Issuer or Spinco or any other person be required to recognize such Persons as holding Common Shares, New Common Shares or Spinco Shares, as applicable, after the time that is immediately prior to the Effective Time and the names of each Dissenting Shareholder shall be deleted from the central securities register of the Issuer as a Shareholder at the Effective time and the Issuer shall be recorded as the registered holder of the Common Shares held by the Dissenting Shareholder and shall be deemed to be the legal owner of such Common Shares.

Dissent Notices

All Dissent Notices of a Registered Shareholder should be addressed and sent via registered mail to the registered office of the Issuer at Suite 830-999 West Broadway, Vancouver, British Columbia, V5Z 1K5, Attention: Shauna Hartman. All Dissent Notices must be actually received by no later than 4:00 p.m. (Vancouver time) on December 1, 2025 or the date which is two Business Days prior to any adjournment or postponement of the Meeting. The Dissent Notice must also set out the number of Common Shares the Dissenting Shareholder holds as well as all other information specified in the Interim Order.

Effect of Voting on the Arrangement Resolution

A vote against the Arrangement Resolution, an abstention from voting in respect of the Arrangement Resolution, or the execution or exercise of a proxy to vote against the Arrangement Resolution does not constitute a Dissent Notice, but a Shareholder need not vote against the Arrangement Resolution in order to dissent. However, a Shareholder who consents to or votes (or instructs, or is deemed, submission of any incomplete proxy, to have instructed his or her proxyholder to vote) in favour of the Arrangement Resolution, other than as a proxy for a different Shareholder whose proxy required an affirmative vote, or otherwise acts inconsistently with the dissent, will cease to be entitled to exercise any Dissent Rights.

Sequence of Events

If the Arrangement Resolution is passed at the Meeting, the Issuer must send by registered mail to every Dissenting Shareholder, prior to the date set for the hearing of the Final Order, a notice (a "Notice of Intention") stating that, subject to receipt of the Final Order and satisfaction of the other conditions set out in the

Arrangement Agreement, the Issuer intends to complete the Arrangement. A Notice of Intention need not be sent to any Shareholder who voted in favour of the Arrangement Resolution or who has withdrawn his Dissent Notice.

Within one month of the date of Notice of Intention, the Dissenting Shareholder is required to send written notice to the Issuer that they require the purchase of all, and not less than all of his or her Common Shares, and at the same time to deliver certificates representing those Common Shares to the Issuer. Upon such delivery, a Dissenting Shareholder will be bound to sell and the Issuer will be bound to purchase such shares subject to the demand for a payment equal to their fair value as of the day before the day on which the Arrangement Resolution was passed by the Shareholders, excluding any appreciation or depreciation in anticipation of the vote (unless such exclusion would be inequitable). Every Dissenting Shareholder who has delivered a demand for payment must be paid the same price as the other Dissenting Shareholders.

If a Dissenting Shareholder is ultimately entitled to be paid for their Dissent Shares, such Dissenting Shareholder may enter into an agreement for the fair value of such Common Shares. If such Dissenting Shareholder does not reach an agreement, such Dissenting Shareholder, or the Issuer, may apply to the Court, and the Court may determine the payout value of the Dissent Shares and make consequential orders and give directions as the Court considers appropriate. There is no obligation on the Issuer to make an application to the Court. No Dissenting Shareholder who has delivered a demand for payment may vote or exercise or assert any rights of a Shareholder in respect of the Common Shares for which a demand for payment has been given, other than the rights to receive payment for those Common Shares. Until a Dissenting Shareholder who has delivered a demand for payment is paid in full, that Dissenting Shareholder may exercise and assert all the rights of a creditor of the Issuer. No Dissenting Shareholder may withdraw his demand for payment unless the Issuer consents.

Once the Arrangement becomes effective, none of the resulting changes to the Issuer will affect the rights of the Dissenting Shareholders or the Issuer or the price to be paid for the Dissenting Shareholder's Common Shares. If the Court determines that a person is not a Dissenting Shareholder or is not otherwise entitled to dissent, the Court, without prejudice to any acts or proceedings that the Issuer or the Shareholders may have taken during the intervening period, may make the order it considers appropriate to remove the restrictions on the Dissenting Shareholder from dealing with his or her Common Shares.

If a Dissenting Shareholder strictly complies with the foregoing requirements but the Arrangement is not completed for any reason, then the Issuer will return to the Dissenting Shareholder the certificates delivered to the Issuer, if any and the Dissenting Shareholder will not be entitled to receive fair value for their Common Shares.

Effect of Loss of Dissent Rights

If a Dissenting Shareholder fails to strictly comply with the requirements of the Dissent Rights as set out in the Interim Order, it will lose such rights and will not be entitled to be paid fair value for their Common Shares, the Issuer will return to the Dissenting Shareholder the certificates representing the Common Shares that were delivered to the Issuer, if any, and, if the Arrangement is completed, that Dissenting Shareholder will be deemed to have participated in the Arrangement on the same terms as other Shareholders who is not a Dissenting Shareholder and shall receive New Common Shares, Reorganization Shares and Distributed Spinco Shares on the same basis as every other Shareholder.

Strict Compliance Required

Strict adherence to the procedures set forth above will be required and a shareholder's failure to do so may result in the loss of all rights of dissent. Accordingly, each Shareholder who might desire to exercise rights of dissent should carefully consider and fully comply with the provisions set forth in the Interim Order and consult his or her legal advisor.

The Arrangement Agreement provides that, the Issuer may terminate the Arrangement Agreement if, on or before the Effective Date, holders of not more than an aggregate of 1% of the issued and outstanding Common Shares have exercised Dissent Rights.

The above is only a summary of the Dissent Rights which are technical and complex. If you are a Registered Shareholder and wish to exercise your Dissent Rights, you should seek your own legal advice as failure to strictly comply with the procedures for dissent, will result in the loss of your Dissent Rights. For a general summary of certain income tax implications to a Dissenting Shareholder, see *“Canadian Federal Income Tax Considerations – Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Resident Holders”* and *“Canadian Federal Income Tax Considerations – Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders”*.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH SHAREHOLDER AND OTHER FACTORS. ACCORDINGLY, SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

The summary is of a general nature only, is not exhaustive of all possible Canadian federal income tax considerations and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Shareholder. No representation with respect to the Canadian federal income tax consequences to any particular Shareholder is made herein. Accordingly, Shareholders should consult their own tax advisors with respect to their particular circumstances including, where relevant, the application and effect of the income and other taxes of any country, province, territory, state or local tax authority.

Certain Canadian Federal Income Tax Considerations

The following is as of the date hereof a general summary of the principal Canadian federal income tax considerations under the Tax Act relating to the Arrangement generally applicable to a beneficial owner of the Issuer who, for the purposes of the Tax Act and at all relevant times: (i) acquires and holds Common Shares, and will hold Pre-Arrangement Shares, New Common Shares and Spinco Shares, as capital property, and (ii) is not affiliated with and deals at arm’s length with the Issuer, Spinco and any subsequent purchasers of New Common Shares and Spinco Shares (each a **“Holder”**). A Common Share, Pre-Arrangement Share, New Common Share or Spinco Share generally will be capital property to a Holder unless such share is held (or will be held) in the course of carrying on a business of trading in or dealing in securities, or it has been acquired (or will be acquired) in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Holder: (a) that is a “financial institution” for purposes of the “mark-to-market rules” in the Tax Act; (b) an interest in which is a “tax shelter investment” as defined in the Tax Act; (c) that is a “specified financial institution” as defined in the Tax Act; (d) that has made a “functional currency” election under the Tax Act to determine its “Canadian tax results”, as defined in the Tax Act, in a currency other than the Canadian currency; or (e) who enters into, or has entered into, a “derivative forward agreement” or “synthetic disposition arrangement” as those terms are defined in the Tax Act, with respect to a Common Share, a Pre-Arrangement Share, a New Common Share, or a Spinco Share. Any such Holder to which this summary does not apply should consult its own tax advisor.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) (**“Tax Proposals”**) before the date of this Circular, and an understanding of the current published administrative policies and assessing practices of the CRA. No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all. Except as mentioned above, this summary does not take into account or anticipate any changes in law, whether by legislative, administrative or judicial decision or action, nor does it take into account provincial, territorial or foreign income

tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and at all relevant times, is or is deemed to be, a resident of Canada (a “**Resident Holder**”).

Resident Holders that might not otherwise be considered to hold their Common Shares, Pre-Arrangement Shares, New Common Shares or Spinco Shares as capital property may, in certain circumstances, be entitled to have such shares and all other “Canadian securities” (as defined in the Tax Act) owned in the taxation year of the election and all subsequent taxation years deemed to be capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Resident Holders should consult their own tax advisors as to whether an election under subsection 39(4) of the Tax Act is available and advisable in their particular circumstances.

Change of Identifying Name of Common Shares to Pre-Arrangement Shares and Capital Alteration

The change of the identifying name of the Common Shares to Pre-Arrangement Shares combined with a change to the voting rights attaching to the shares may result in a disposition of the Common Shares for purposes of the Tax Act. The cost to the Resident Holder of the Pre-Arrangement Shares will be deemed to be the adjusted cost base (“**ACB**”) of the Common Shares to the Resident Holder and the Resident Holder will be deemed to have disposed of the Common Shares for proceeds of disposition equal to the cost to the Resident Holder of the Pre-Arrangement Shares. As a result, no capital gain or a capital loss will be realized by the Resident Holder.

Exchange of Pre-Arrangement Shares for New Common Shares and Spinco Shares

A Resident Holder who exchanges Pre-Arrangement Shares for New Common Shares and Spinco Shares pursuant to the Arrangement (the “**Share Exchange**”) will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the Spinco Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the “paid-up capital” (“**PUC**”) of the Resident Holder’s Pre-Arrangement Shares determined at that time. Any such taxable dividend will be taxable as described below under “*Holders Resident in Canada - Taxation of Dividends on New Common Shares or Spinco Shares*”. However, the Issuer expects that the fair market value of all Spinco Shares distributed pursuant to the Share Exchange under the Arrangement will not exceed the PUC of the Common Shares. Accordingly, the Issuer does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges Pre-Arrangement Shares for New Common Shares and Spinco Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those Spinco Shares at the effective time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the ACB of the Resident Holder’s Pre-Arrangement Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under “*Holders Resident in Canada - Taxation of Capital Gains and Capital Losses*”.

The Resident Holder will acquire the Spinco Shares received on the Share Exchange at a cost equal to their fair market value as at the effective time of the Share Exchange, and the New Common Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder’s Pre-Arrangement Shares immediately before the Share Exchange exceeds the fair market value of the Spinco Shares as at the effective time of the Share Exchange.

Taxation of Dividends on New Common Shares or Spinco Shares

Dividends received or deemed to be received on New Common Shares or Spinco Shares by a Resident Holder that is an individual (other than certain trusts) will be included in computing the individual’s income and will be subject

to the gross-up and dividend tax credit rules normally applicable to taxable dividends received by an individual from a taxable Canadian corporation. Taxable dividends received or deemed to be received by such individual which are designated by the Issuer as “eligible dividends” in accordance with the Tax Act will be subject to enhanced gross-up and dividend tax credit rules under the Tax Act.

Taxable dividends received by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Dividends received or deemed to be received on New Common Shares or Spinco Shares by a Resident Holder that is a corporation will be included in computing that corporation’s income and generally will be deductible in computing the taxable income of that corporation. In certain circumstances, a taxable dividend received by a Resident Holder that is a corporation may be treated as proceeds of disposition or a capital gain pursuant to the rules in subsection 55(2) of the Tax Act. In addition, a Resident Holder that is a “private corporation” or a “subject corporation” for purposes of the Tax Act will generally be liable to pay a refundable tax under Part IV of the Tax Act on dividends received or deemed to be received to the extent such dividends are deductible in computing such Resident Holder’s taxable income.

Disposition of New Common Shares and Spinco Shares

On a disposition or a deemed disposition of New Common Shares or Spinco Shares (other than to the Issuer or Spinco, respectively, unless purchased by the Issuer or Spinco on the open market in the manner in which shares are normally purchased by any member of the public in the open market), a Resident Holder generally will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of such share exceed (or are exceeded by) the aggregate of the Resident Holder’s ACB thereof and any reasonable costs of disposition. The tax treatment of any such capital gain (or capital loss) is described under the heading “*Holders Resident in Canada - Taxation of Capital Gains and Capital Losses*”.

Taxation of Capital Gains and Capital Losses

Generally, one-half of the amount of any capital gain (a “taxable capital gain”) realized by a Resident Holder in a taxation year must be included in computing the Resident Holder’s income in that year, and one-half of the amount of any capital loss (an “allowable capital loss”) realized by a Resident Holder in a taxation year generally must be deducted from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following taxation year against taxable capital gains realized in such years to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss realized on the disposition or deemed disposition of a Common Share, New Common Share or a Spinco Share by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on the Common Share, New Common Share or Spinco Share, respectively, (or on a share for which such share has been substituted) to the extent and in the circumstances prescribed by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns New Common Shares or Spinco Shares, directly, or indirectly through a partnership or a trust. Resident Holders to which these rules may be relevant should consult their own tax advisors.

A Resident Holder that is a “Canadian-controlled private corporation” or “substantive CCPC” (as each phrase is defined in the Tax Act) may be liable for an additional refundable tax on its “aggregate investment income”, which is defined in the Tax Act to include taxable capital gains.

Capital gains realized by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a “**Dissenting Resident Holder**”) and who consequently transfers or is deemed to transfer Common Shares to the Issuer for payment by the Issuer will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest) exceeds the PUC of the Dissenting Resident Holder’s Common Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under “*Holders Resident in Canada – Taxation of Dividends on New Common Shares or Spinco Shares*”. The Dissenting Resident Holder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Resident Holder’s Common Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under “*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*”.

The Dissenting Resident Holder will be required to include any portion of the payment that is on account of interest in income in the year received or becomes receivable, depending on the method regularly followed by the Dissenting Resident Holder in computing income.

Holders Not Resident in Canada

This portion of the summary is generally applicable to a Holder that, at all relevant times for purposes of the Tax Act, is (i) neither a resident nor deemed to be a resident of Canada (including as a consequence of an applicable income tax treaty or convention) and (ii) does not use, or will not use or hold, and is not deemed to use or hold Common Shares, Pre-Arrangement Shares, New Common Shares, or Spinco Shares in connection with carrying on a business in Canada, is not an “authorized foreign bank” as defined in the Tax Act and is not a “foreign affiliate” (as defined in the Tax Act) to any taxpayer resident in Canada (a “**Non-Resident Holder**”). Such Non-Resident Holders should consult their own tax advisers with respect to the Arrangement.

Change of Identifying Name of Common Shares to Pre-Arrangement Shares, and Exchange of Pre-Arrangement Shares for New Common Shares and Spinco Shares

The discussion of the tax consequences of the change of the identifying name of the Common Shares to Pre-Arrangement Shares and the Share Exchange for Resident Holders under the headings “*Holders Resident in Canada – Change of Identifying Name of Common Shares to Pre-Arrangement Shares and Capital Alteration*” and “*Holders Resident in Canada - Exchange of Pre-Arrangement Shares for New Common Shares and Spinco Shares*”, respectively, generally will also apply to Non-Resident Holders. The general taxation rules applicable to Non-Resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings “*Holders Not Resident in Canada – Taxation of Dividends on New Common Shares or Spinco Shares*” and “*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*” respectively.

Taxation of Dividends on New Common Shares or Spinco Shares

A Non-Resident Holder to whom the Issuer or Spinco pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Arrangement (if at all), or otherwise in respect of the Non-Resident Holder’s New Common Shares or Spinco Shares, will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend. Under the *Canada-U.S. Tax Convention* (1980) as amended (the “**Tax Treaty**”), the withholding tax rate applicable to a Non-Resident Holder who is entitled to all of the benefits of the Tax Treaty for dividends is reduced to 5% of the gross amount of the dividend for such Holders that are corporations that hold at least 10% of the voting shares of Vizsla or SpinCo, as applicable, and reduced to 15% of such amount for other such Holders.

Taxation of Capital Gains and Capital Losses

A Non-Resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of a Common Share, Pre-Arrangement Share, New Common Share or Spinco Share unless, at the time of disposition, the share is “taxable Canadian property” as defined in the Tax Act, and is not “treaty-protected property” as so defined.

Generally, a Common Share, Pre-Arrangement Share, New Common Share or Spinco Share will not be “taxable Canadian property” of a Non-Resident Holder at a particular time provided that share is listed on a “designated stock exchange” (which currently includes Tiers 1 and 2 of the TSXV) unless, at any time during the 60-month period preceding the disposition of the share, (a) that share derived more than 50% of its fair market value directly or indirectly from one or any combination of: (i) real or immovable property situated in Canada, (ii) Canadian resource property, (iii) timber resource property (as such terms are defined in the Tax Act), and (iv) options in respect of, or interests in, or for civil law rights in, property described in (i) to (iii), whether or not the property exists; and (b) 25% or more of the issued shares of any class or series in the capital of the Issuer or Spinco, as applicable, were owned by one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at arm’s length (within the meaning of the Tax Act), and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships.

Shares may also be deemed to be “taxable Canadian property” under other provisions of the Tax Act.

A Non-Resident Holder who disposes or is deemed to dispose of a Common Share, Pre-Arrangement Share, New Common Share or Spinco Share that, at the time of disposition, is taxable Canadian property and is not treaty protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Non-Resident Holder’s proceeds of disposition of the share exceeds (or is exceeded by) the Non-Resident Holder’s ACB in the share and reasonable costs of disposition. The Non-Resident Holder generally will be required to include one-half of any such capital gain (taxable capital gain) in the Non-Resident Holder’s taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Non-Resident Holder’s taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Non-Resident Holders for which a Common Share, Pre-Arrangement Share, New Common Share or Spinco Share may constitute “taxable Canadian property” should consult their own tax advisors for advice having regard to their particular circumstances.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading “*Holders Resident in Canada –Dissenting Resident Holders*” will generally also apply to a Non-Resident Holder who validly exercises Dissent Rights in respect of the Arrangement. In general terms, the Non-Resident Holder will be subject to Canadian federal income tax in respect of any deemed taxable dividend arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading “*Holders Not Resident in Canada – Taxation of Dividends on New Common Shares and Spinco Shares*” and subject to the Canadian federal income tax treatment in respect of any capital gain or loss arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading “*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*”.

No U.S. Legal Opinion or IRS Ruling

No legal opinion from U.S. legal counsel or ruling from the United States Internal Revenue Service has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement.

Shareholders who are subject to U.S. taxation should consult with their own professional advisers with regard to the Arrangement's U.S. tax implications.

ELIGIBILITY FOR INVESTMENT – NEW COMMON SHARES AND SPINCO SHARES

Based on the provisions of the Tax Act in force as of the date hereof and all proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, the New Common Shares, if issued on the date hereof, will be a "qualified investment" for a Registered Plan provided that shares of the Issuer are listed on a "designated stock exchange" as defined in the Tax Act (which currently includes Tiers 1 and 2 of the TSXV).

The Spinco Shares are not currently listed on a "designated stock exchange"; however, Spinco has applied to list its common shares on Tier 2 of the TSXV and to file one or more elections such that Spinco should qualify as a "public corporation" with effect as of its date of incorporation. Provided that Spinco does qualify as a "public corporation" as of the date of the Arrangement, the Spinco Shares will be a "qualified investment" for a Registered Plan for the purposes of the Tax Act at the time of the Share Exchange.

Notwithstanding that the New Common Shares or Spinco Shares may be a "qualified investment" for a particular Registered Plan, the annuitant, the subscriber or the holder, as the case may be, of the Registered Plan (the "**Controlling Individual**") will be subject to a penalty tax in respect of the New Common Shares or Spinco Shares held in a Registered Plan (other than a trust governed by a deferred profit sharing plan) if the New Common Shares or Spinco Shares, as the case may be, are a "prohibited investment" (as defined in the Tax Act) for the particular Registered Plan. The New Common Shares and Spinco Shares will be a "prohibited investment" for a Registered Plan if the Controlling Individual (i) does not deal at arm's length with the Issuer or Spinco, as the case may be, for purposes of the Tax Act, or (ii) has a "significant interest" in the Issuer or Spinco. Generally, a Controlling Individual will not be considered to have a "significant interest" in a corporation provided that the Controlling Individual, together with persons with whom the Controlling Individual does not deal at arm's length, does not own, directly or indirectly, at any time in the year 10% or more of the issued shares of any class of that corporation or of any corporation related to that corporation (for purposes of the Tax Act). In addition, the New Common Shares or Spinco Shares will not be a "prohibited investment" if such shares are "excluded property" as defined in the Tax Act for a Registered Plan.

RISK FACTORS ASSOCIATED WITH THE ARRANGEMENT

The proposed business of both the Issuer and Spinco involve significant risks, which even a combination of careful evaluation, experience and knowledge may not eliminate. Shareholders should carefully consider the following risk factors associated with the Arrangement in evaluating whether to approve the Arrangement Resolution. These risk factors should be considered in conjunction with the other information included in this Circular, including risks related to the business of the Issuer and Spinco in the schedules attached hereto. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown to the Issuer or considered to not be material by the Issuer, may also adversely affect the trading prices or value of the New Common Shares or the Spinco Shares and/or the business of the Issuer or Spinco.

No Certainty That All Conditions Precedent Will Be Satisfied

The completion of the Arrangement is subject to a number of conditions precedent set out in the Arrangement Agreement, some of which are outside the control of the Issuer and Spinco, including receipt of the Final Order or TSXV approval. There can be no certainty, nor can the Issuer provide any assurance that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed, the market price of the Common Shares may decline to the extent that the market price reflects a market assumption that the Arrangement will be completed. Additionally, if the Arrangement is not completed and the Issuer decides to seek another merger or arrangement or disposition of the Twenty Mile Project, there can be no assurance that it will be

able to find a party willing to pay an equivalent or more attractive price than the consideration to be received by its Shareholders pursuant to the Arrangement.

The Issuer will incur costs even if the Arrangement is not completed

Many costs related to the Arrangement, such as legal and audit fees as well as the costs of the Meeting, must be paid by Issuer even if the Arrangement is not completed.

Anticipated Benefits of the Transactions May Not Be Realized

The Issuer and Spinco are proposing to complete the Arrangement to strengthen the position of each entity and to create the opportunity to realize certain benefits including, among other things, those set forth in this Circular. Achieving the benefits of the Arrangement depends in part on the ability of the Issuer and Spinco to effectively capitalize on its assets, to realize the anticipated capital and operating synergies, to profitably sequence the growth prospects of its asset base and to maximize the potential of its improved growth opportunities and capital funding opportunities. A variety of factors, including those risk factors set forth in this Circular and the Schedules attached hereto, may adversely affect the ability to achieve the anticipated benefits of the Arrangement.

Failure to Obtain All Regulatory Requirements

Completion of the Transactions is subject to, among other things, the acceptance of the TSXV, Shareholder approvals, and Court approval. There can be no certainty, nor can either party provide any assurance that these conditions will be satisfied or, if satisfied, when they will be satisfied. The requirement to take certain actions or to agree to certain conditions to satisfy such requirements or obtain any such approvals may have a material adverse effect on the business and affairs of Spinco or the Issuer or the trading price of the shares of Spinco or the Issuer after completion of the Arrangement.

Termination of Arrangement Agreement

Each of the Issuer and Spinco has the right to terminate the Arrangement Agreement, in certain circumstances. Accordingly, there is no certainty, nor can either party provide any assurance, that the Arrangement Agreement will not be terminated before the completion of the Arrangement. In addition, the completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of the parties. There is no certainty, nor can any party provide any assurances, that these conditions will be satisfied.

Market for Spinco Shares

There is no assurance when, or if, the Spinco Shares will be listed on any stock exchange. Any listing of the Spinco Shares will be subject to meeting the listing requirements of such exchange.

Spinco Shares may not be qualified investments under the Tax Act for a Registered Plan.

There can be no assurance as to if, or when, the Spinco Shares will be listed or traded on any designated stock exchange. Spinco intends to elect to be a "public corporation" for the purposes of the Tax Act with effect from the date of its incorporation, however, if the Spinco Shares are not listed on a designated stock exchange in Canada before the due date for Spinco's first income tax return or if Spinco does not otherwise satisfy the conditions in the Tax Act to be a "public corporation", the Spinco Shares will not be considered to be a qualified investment for a Registered Plan from their date of issue. Where a Registered Plan acquires a Spinco Share in circumstances where the Spinco Share is not a qualified investment under the Tax Act for the Registered Plan, adverse tax consequences may arise for the Registered Plan and the Controlling Individual of the Registered Plan.

Fixed Number of Distributed Spinco Shares

The number of Distributed Spinco Shares being distributed in connection with the Arrangement will not change despite decreases or increases in the market price of the Common Shares or increases in the number of Common Shares issued with will dilute the entitlement of a Shareholder to the Distributed Spinco Shares. Many of the factors that affect the market price of the Common Shares are beyond the control of Vizsla. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

Financing Risks

There is no assurance that Spinco will complete the Financing. If such financing is not completed, Spinco may not meet the initial listing requirements of the TSXV.

Spinco may not have sufficient financial resources to undertake all of its currently planned activities beyond completion of the Arrangement, other than proceeds raised in the Financing. In the event that the Arrangement is completed, Spinco may need to obtain further financing, whether through debt financing, equity financing or other means.

There can be no assurance that Spinco will be able to raise the balance of the financing required or that such financing can be obtained without substantial dilution to its shareholders. Failure to obtain additional financing on a timely basis could cause Spinco to reduce or terminate its operations.

Dilution

Following completion of the Arrangement, the Issuer and Spinco will issue equity securities to finance their respective activities, including acquisitions. If the Issuer or Spinco were to issue common shares, existing holders of such shares may experience dilution in the Issuer or Spinco, as the case may be. Moreover, when the Issuer's or Spinco's intention to issue additional equity securities becomes publicly known, the Issuer's or Spinco's share price, as the case may be, may be materially adversely affected.

The completion of the Financing in connection with the completion of the Arrangement will result in an immediate dilution to the Shareholders in relation to their ownership in Spinco. There is no assurance that Spinco will complete the entire Financing. If the entire Financing is not completed, the Board may still proceed with the Arrangement.

GENERAL MATTERS

Experts

The Issuer previously retained Andrew Turner of APEX Geosciences Ltd. to prepare an independent technical report on the Twenty Mile Property. The Twenty Mile Report is referenced in Schedule "B" at "*Information Concerning Spinco - Material Mineral Projects*".

Devisser Gray LLP, Chartered Professional Accountants, prepared the auditor's reports for the audited annual financial statements of the Issuer for years ended March 31, 2025 and 2025, which are incorporated by reference herein, as well as the auditor's report for the audited carve-out financial statements of the business of the Twenty Mile Property for the financial years ended March 31, 2025 and 2024, which are attached as Schedule "H" hereto. Devisser Gray LLP, Chartered Professional Accountants, the Issuer's auditor, is independent in accordance with the Rules of Professional Conduct of the Institute of Chartered Accountants of British Columbia.

To the knowledge of the Issuer, none of the experts above or their respective Associates or Affiliates, beneficially owns, directly or indirectly, any securities of the Issuer, has received or will receive any direct or indirect interests

in the property of the Issuer or is expected to be elected, appointed or employed as a director, officer or employee of the Issuer or any Associate or Affiliate thereof.

Other Material Facts

To the knowledge of management of the Issuer, there are no other material facts relating to the Issuer, Spinco, the Arrangement or the Financing that are not otherwise disclosed in this Circular and are necessary in order for the Circular to contain full, true and plain disclosure of all material facts relating to the Issuer and Spinco, assuming completion of the Arrangement and the Financing.

Additional Information

Additional information relating to the Issuer is on SEDAR+ at www.sedarplus.ca . Shareholders may contact the Issuer at Suite 1710-1050 West Pender Street, Vancouver, BC, V6C 3S7 (Telephone: 604.282.6384) to request copies of the Issuer's financial statements and MD&A or a copy of this Circular, or any of the Issuer documents incorporated herein by reference.

Additional Business

As of the date of this Circular, the Board does not know of any other matters to be brought to the Meeting, other than those set forth in the Notice of Meeting accompanying this Circular. If other matters are properly brought before the Meeting, the persons named in the enclosed proxy will vote the proxy on such matters in accordance with their best judgment.

APPROVAL BY THE BOARD OF DIRECTORS

The contents and mailing to Shareholders of this Circular have been approved by the Board of Directors.

No person is authorized to give any information or to make any representations in respect of the matters addressed herein other than those contained in this Circular and, if given or made, such information must not be relied upon as having been authorized.

SCHEDULE A

ARRANGEMENT RESOLUTION

BE IT RESOLVED, AS A SPECIAL RESOLUTION THAT:

1. The arrangement (as may be modified or amended, the “**Arrangement**”) under section 291 of the *Business Corporations Act* (British Columbia) involving J2 Metals Inc. (the “**Company**”), its shareholders and 1558117 B.C. Ltd. (“**Spinco**”), all as more particularly described and set forth in the Information Circular (the “**Circular**”) of the Issuer dated November 4, 2025, accompanying the notice of this meeting, is hereby authorized, approved and adopted;
2. The plan of arrangement, as it may be or has been amended (the “**Plan of Arrangement**”), involving the Issuer, its shareholders and Spinco, and implementing the Arrangement, the full text of which is set out in Schedule “C” to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended), is hereby approved and adopted;
3. The arrangement agreement dated October 24, 2025 (the “**Arrangement Agreement**”) among the Issuer and Spinco, and all the transactions contemplated therein, the actions of the directors of the Issuer in approving the Arrangement and the actions of the officers of the Issuer in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved;
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Issuer or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Issuer are hereby authorized and empowered, without further notice to, or approval of, the shareholders:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; and
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement;
5. Any one or more directors or officers of the Issuer is hereby authorized, for and on behalf and in the name of the Issuer, to execute and deliver, whether under corporate seal of the Issuer or not, all such agreements, forms, waivers, notices, certificate, confirmations and 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, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of the Issuer, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities;
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Issuer; and
 - (c) such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing by or on behalf of the Issuer.

SCHEDULE "B"**INFORMATION CONCERNING SPINCO POST- ARRANGEMENT**

NOTICE TO READER: Upon completion of the Arrangement, Spinco will become an independent and reporting corporation. The information contained in this section has been prepared by the management of the Issuer and contains information with respect to the business and affairs of Spinco. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Circular to which this Schedule "B" is attached.

Corporate Structure***Name and Incorporation***

Spinco was incorporated on September 22, 2025 pursuant to the BCBCA as 1558117 B.C. Ltd. Spinco is a wholly owned subsidiary of the Issuer.

Pursuant to the Plan of Arrangement, on the re-organization of share capital to be completed by the Issuer pursuant to the Plan of Arrangement, each Shareholder will be deemed to exchange its Common Shares for one (1) New Common Share and a fraction of a Distributed Spinco Shares equivalent to the Conversion Ratio.

Spinco will have a head office located at Suite 1710-1050 West Pender Street, Vancouver, BC, V6C 3S7 and a registered office at Suite 830-999 West Broadway, Vancouver, British Columbia, V5Z 1K5. Following the Arrangement, Spinco will become a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and will cease to be a subsidiary of the Issuer with Spinco being owned by the Shareholders and the subscribers to the Financing. The Arrangement is conditional upon the Spinco Shares be conditionally approved for listing on the TSXV, but there are no assurances that the Spinco Shares will be listed on any stock exchange following completion of the Arrangement. Holders of Spinco Shares are advised to consult their legal advisors with respect to trading in Spinco Shares. There can be no assurances that Spinco will be successful in obtaining such status or be listed on any stock exchange.

Intercorporate Relationships

Spinco has one wholly owned subsidiary, being Holdco, which is also incorporated pursuant to the BCBCA. Holdco owns the mineral claims comprising the Twenty Mile Property. Following completion of the Arrangement, Holdco will continue to be a wholly owned subsidiary of Spinco, which will have completed the Name Change to become "Twenty Mile Metals Inc."

General Development of the Business***History***

Spinco was incorporated in September 2025 for the purposes of facilitating the Arrangement.

Twenty Mile Property

The Twenty Mile Property consists of eight mineral claims over three blocks covering 9,367 hectares in north central British Columbia. 153 staked the Twenty Mile Property in 2021 and 2022 following review of historical data. Further staking took place in 2022 adding the Burn block. Six claims were acquired by 153 from Platinum Belt Resources Inc. in May 2022 for a cash payment of \$15,000.

In 2022, 153 completed a soil sampling program that consisted of conventional and MMI (Mobile Metal Ion) analysis. Results outlined a 1,300m geochemical anomaly on the main TM block. A total of \$159,073 of work was

completed on the claims. No work was completed in 2023 owing to extensive wildfires in the region and a protection order on the claims was granted to the claims by the Chief Gold Commissioner to September 2024.

Pre-Arrangement Steps

In order to prepare for the Arrangement, the Issuer, Spinco and certain other subsidiaries of the Issuer, including 153 and Holdco, completed the Pre- Arrangement Steps. The purpose of the Pre-Arrangement Steps was to re-organize the holding of the Mineral Properties and the Twenty Mile Property with a view to allowing the Issuer to complete the Arrangement and the spin-out of the Twenty Mile Property.

In accordance therewith:

- 153 transferred the Twenty Mile Project to Holdco in consideration of the issuance of 10,000 common shares in the capital of Holdco.
- Following the transfer of the Twenty Mile Project to Holdco above, 153 transferred all of the issued and outstanding shares of Holdco to Spinco in consideration of the issuance of 4,999,999 Spinco Shares.
- Following receipt of the transfer of Holdco to Spinco, 153 completed a reduction in capital and wound up with all of its assets and liabilities, including the Distributed Spinco Shares being acquired by the Issuer.

Financing

In connection with the Arrangement, Spinco will complete the Financing. The purpose of the Financing is to ensure Spinco have sufficient cash resources to complete exploration on the Twenty Mile Property as well as for capital and to meet the listing requirements of the TSXV. The Financing is intended to generate aggregate gross proceeds of a minimum of \$500,000 on a non-brokered basis through the issuance of a minimum of 5,000,000 Units, or subscription receipts which are convertible into Units, at the discretion of Spinco, at a price of \$0.10 per Unit.

Each Unit will comprise one Spinco Shares and one Placement Warrant. The Placement Warrants will be exercisable to acquire an additional Spinco Share at a price of \$0.15 per share for a period of 36 months provided that that in the event that the closing price of the Spinco Shares exceeds \$0.25 per share for a period of 10 consecutive trading days, Spinco may give notice of the acceleration of the term of the Placement Warrants to a period of 30 days following such notice.

In connection with the Financing, finders may receive a cash commission of up to 7% of the gross proceeds raised in the Financing payable in cash and up to 7% of the Units placed in the Financing payable through the issuance of Placement Warrants.

The Financing will be carried out as an “Arm’s Length Financing” under TSXV Policy 2.1, and as such no more than 25% of the proceeds will be obtained from “Non-Arm’s Length Parties”. Additional information and updates on the Financing will be provided via press release of the Issuer as it progresses

Narrative Description of the Business

Stated Business Objectives

Following the completion of the Arrangement, Spinco will engage in the business of mineral exploration and development in British Columbia and specifically in the exploration and advancement of the Twenty Mile Property. Please see “*Information Concerning Spinco – Material Mineral Project*” for a description of the Twenty Mile Property. Spinco may be required to facilitate separate fund-raising, exploration and development strategies to

achieve its business objectives and it expects to commence these strategies as soon as practicable following the Effective Date.

Milestones

For the business objectives to occur as described under “*Stated Business Objectives*” above, the first milestone will be the completion of the Financing, the approval and completion of the Plan of Arrangement and the listing of the Spinco Shares. Spinco expects to complete the Financing by December 15, 2025 and hopes to receive conditional approval for the listing of the Spinco Shares on the TSXV by December 12, 2025, following which the Arrangement will be completed. There can be no assurances that these milestones will be achieved on the dates anticipated or at all. Following the completion of the Arrangement, Spinco will pursue the completion of the exploration programs on the Twenty Mile Property having regard for seasonal conditions and may pursue a further financing.

Operations

Spinco will be an exploration stage company with no producing properties and consequently has no current operating income cash flow or revenues. There is no assurance that a commercially viable mineral deposit exists on any of Spinco’s properties. The Twenty Mile Property is currently in the exploration stage. Spinco’s objectives will include the further exploration of the Twenty Mile Property.

Principal Products

Spinco will be in the exploration stage and does not mine, produce or sell any mineral products at this time, nor do any of its current properties have any known or identified mineral resources or mineral reserves.

The Issuer has not undertaken any current resource estimate on the Twenty Mile Property. There is no assurance that a commercially viable mineral deposit exists on the Twenty Mile Property. Spinco does not expect to receive income from the Twenty Mile Property within the foreseeable future. Spinco intends to continue to evaluate, explore and develop the Twenty Mile Property through additional equity or debt financing.

Spinco’s principal products under exploration are copper, gold, and precious metals. There are worldwide gold, copper and precious metals market into which Spinco could sell and, as a result, Spinco would not be dependent on a particular purchaser with regard to the sale of the metals which it produces, if and when it reaches production.

Markets and Marketing

Spinco does not produce, develop or sell any products at this time, nor do any of its properties have any known or identified mineral reserves. As Spinco will not be producing in the foreseeable future, it will not be conducting any marketing activities and does not require a marketing plan or strategy.

Specialized Skills and Knowledge

Various aspects of Spinco’s business will require specialized skills and knowledge. Such skills and knowledge include the exploration and development, geology, drilling, permitting, metallurgy, logistical planning, and accommodation and implementation of exploration programs, as well as legal compliance, finance, and accounting. The Issuer has relied on and Spinco expects to continue to rely upon consultants and others for exploration and development expertise.

Competitive Conditions

As a mineral exploration company, Spinco may compete with other entities in the mineral exploration business in various aspects of the business including: (a) seeking out and acquiring mineral exploration properties; (b)

obtaining the physical and human capital resources necessary to identify and evaluate mineral properties and to conduct exploration and development activities on such properties; and (c) raising sufficient capital to fund its operations. Additionally, competition for exploration resources at all levels is currently very significant, particularly affecting the availability of manpower, drill rigs and helicopters.

The mining industry is very competitive, and Spinco competes with other companies, the majority of which have greater financial resources and technical facilities. Competition could adversely affect Spinco's ability to acquire suitable properties or prospects in the future or to raise the capital necessary to continue with operations.

Components

All of the raw materials Spinco requires to carry on its business are available through normal supply or business contracting channels in British Columbia. Spinco has secured personnel to conduct its currently contemplated programs. Over the past several years, increased mineral exploration activity on a global scale has made some services difficult to procure, particularly skilled and experienced contract drilling personnel. It is possible that delays or increased costs may be experienced in order to proceed with drilling activities during the current period. Such delays could significantly affect Spinco if, for example, commodity prices fall significantly, thereby reducing the opportunity Spinco may have had to develop a particular project had such tests been completed in a timely manner before the fall of such prices. Such delays can slow down work programs, thus increasing field expenses or other costs (such as property payments which may have to be made before all information to assess the desirability of making such payment is known, or causing Spinco to not make such a payment and terminate its interest in a property rather than make a significant property payment before all information is available). In addition, assay labs are often significantly backlogged, thus significantly increasing the time that Spinco waits for assay results. Such delays can slow down work programs, thus increasing field expenses or other cost.

Intangible Property

Spinco's business will not be substantially dependent on the protection of any proprietary rights or technologies.

Cycles

Spinco's mineral exploration activities may be subject to seasonality due to adverse weather conditions including, without limitation, inclement weather, snow covering the ground, frozen ground and restricted access due to snow, ice or other weather-related factors.

The mining business is subject to mineral price cycles. The marketability of minerals and mineral concentrates is also affected by worldwide economic cycles. Fluctuations in supply and demand in various regions throughout the world are common.

As Spinco will not carry on production activities, Spinco's ability to fund ongoing exploration will be affected by the availability of financing which is, in turn, affected by the strength of the economy and other general economic factors.

Economic Dependence

Spinco's business will not be substantially dependent on any contract such as a property option agreement or a contract to sell the major part of its products or services or to purchase the major part of its requirements for goods, services or raw materials, or on any franchise or license or other agreement to use a patent, formula, trade secret, process or trade name upon which its business depends.

Changes to Contracts

Spinco does not expect to be affected in the current financial year by any renegotiation or termination of material or other contracts.

Environmental Protections

All aspects of Spinco's field operations will be subject to environmental regulations and generally will require approval by appropriate regulatory authorities prior to commencement. Any failure to comply could result in fines and penalties. Spinco's operations are presently primarily focused in British Columbia and are subject to national and local laws and regulations. Specific statutory and regulatory requirements and standards must be met throughout the exploration, development and operation stages of a mining property with regard to air quality, water quality, fisheries and wildlife protection, solid and hazardous waste management and disposal, noise, land use and reclamation.

Given that Spinco's projects are still at the exploration stage, the financial and operational impact of environmental protection requirements is minimal. Should any of the Spinco's projects advance to the production stage, then more time and money would be involved in satisfying environmental protection requirements.

Employees

Spinco does not currently have any employees or consultants, but will following the Arrangement engage consultants and employees, as needed to carry on its exploration activities.

Spinco expects to utilize consultants and contractors to carry on most of its activities and, in particular, to supervise certain work programs on its mineral properties. As Spinco expands its activities, it is probable that it will hire additional employees. Due to a limited exploration season in its British Columbia operations, Spinco anticipates its number of contractors will increase from June to October of each year.

Foreign Operations

Spinco is not currently operating in any foreign jurisdictions.

Lending

Spinco does not currently hold any investments or owe any material long term liabilities. Spinco has not adopted any specific policies or restrictions regarding investments or lending, but will ensure any investment or debt activities incurred are in the best interests of Spinco and its securityholders. In the immediate future in order to maintain and develop its mineral properties, Spinco will need to raise additional capital which is likely to be completed via additional equity financings. If Spinco is unable to raise the necessary capital to meet its obligations as they become due, Spinco may have to curtail its operations, including obtaining financing at unfavourable terms.

Bankruptcy and Similar Procedures

There are no bankruptcies, receivership or similar proceedings against Spinco, nor is Spinco aware of any such pending or threatened proceedings. There has not been any voluntary bankruptcy, receivership or similar proceedings by Spinco since its incorporation.

Reorganization

Spinco has not completed any reorganizations or material restructuring transactions since incorporation, other than the Arrangement.

Social or Environmental Policies

Spinco has not adopted any specific social or environmental policies that are fundamental to its operations (such as policies regarding its relationship with the environment, with the communities in the vicinity of its mineral exploration projects or human rights policies). However, Spinco's management, with the assistance of its contractors and advisors, will ensure its ongoing compliance with local environmental laws in the jurisdictions in which it does business.

Trends

There are significant uncertainties regarding the prices of gold and other minerals and the availability of equity financing for the purposes of mineral exploration and development. For instance, the prices of precious metals have fluctuated widely in recent years and wide fluctuations may continue. Apart from the risk factors noted under the heading "*Risk Factors*", management is not currently aware of any other trends, commitments, events or uncertainties that would have a material adverse effect on the Issuer's business or financial condition.

Significant Acquisitions and Dispositions

No acquisitions or significant dispositions have been completed or are contemplated by Spinco, with the exception of the Arrangement.

Material Mineral Projects

Spinco's material mineral property will be the Twenty Mile Property located in British Columbia.

A technical report on the Twenty Mile Property has been prepared by Andrew Turner of APEX Geosciences Ltd. with an effective date of January 6, 2025. The Twenty Mile Report is available on SEDAR+ at www.sedarplus.ca under the Issuer's profile. The updated Twenty Mile Report will be filed on Spinco's profile on SEDAR+ at www.sedarplus.ca following completion of the Arrangement.

The following are excerpts and/or a summary of certain portions of the Twenty Mile Report and are qualified by and should be read together with the Twenty Mile Report in full for a complete set of references and authorities for the statements made in this Circular. The Twenty Mile Report contains tables and data that is not included in this summary. Readers are encouraged to review the Twenty Mile Report in full before making a determination in relation to the Arrangement Resolution or an investment in the Spinco Shares. **A complete copy of the Twenty Mile Report is available for review, in color, on SEDAR+ located at the Issuer's profile at www.sedarplus.ca.**

At the time of the preparation of the Twenty Mile Report, the Issuer had not completed the Pre-Arrangement Steps nor had Spinco been incorporated. Since the date of the report, the Issuer has transferred the Twenty Mile Property to Spinco. In certain circumstances, the Issuer has updated a description of the claims representing the Twenty Mile Property to current date, notwithstanding the Twenty Mile Report pre-dates these changes. Spinco anticipates updating the Twenty Mile Report in connection with a proposed listing of the Spinco Shares and any updated report will be announced by way of press release and filed on Spinco's profile at www.sedarplus.ca following the Arrangement.

Property Description and Location

Description and Location

The Twenty Mile Property is situated within the Omineca Mining Division in north central British Columbia, Canada. The Twenty Mile Property is located 122 km north-northwest of the town of Fort St. James, and 224 km northwest of the city of Prince George, which is the main supply center for the area. The Twenty Mile Property is located on portions of 1:50,000 National Topographic (NTS) map areas 093 N/06, N/07, N/10 and N/11, and British

Columbia Geographic System (BCGS) mapsheets 93N108, 109, 113 and 118. The Property centre is approximately located at a latitude of 55° 27' 16.4" N and longitude 125° 0' 11.5" W, with North American Datum 1983 (NAD83) Universal Transverse Mercator (UTM) Zone 10 coordinates of 377320 m E and 6147200 m N (Figure 4.1). The Twenty Mile Property consists of 8 mineral claims separated into three discontinuous claim blocks, known as Twenty Mile (TM), Burn, and Imperial, which cover a total area of 9367 ha (Table 4.1).

The Twenty Mile Property claims are 100 per cent (%) owned by the Issuer. A summary of the Twenty Property mineral claims, including their title numbers, names, issue dates, "good to" (or expiry) dates, status and respective sizes is presented in Table 4.1 and illustrated in Figure 4.1. The claim status data provided in Table 4.1 was most recently verified by J2 utilizing the BC MTO (Mineral Tenure Online) system on October 28, 2025. Figures in the following sections have been updated with current claim boundaries as of October 28th 2025. The original figures presented in the Twenty Mile Report can be found in the complete version of the Twenty Mile Report available on the Issuer's profile on SEDAR+ at www.sedarplus.ca. In 2025, the Issuer intentionally allowed portions of the TM, Burn and Wud Blocks to lapse in order to focus on areas with better prospectivities.

In British Columbia, mineral claims are acquired and managed online, and each claim has a set expiry date. The owner of a mineral claim acquires the right to the minerals which were available at the time of claim location and as defined in the *Mineral Tenure Act* (British Columbia). Surface rights are not included. In order to maintain a claim in good standing (beyond its expiration date, or the "Good to Date"), the recorded holder of the claim must, on or before that date, register either exploration and development work that was performed on the claim, or make a payment in lieu of such work. Only work described in the Mineral Tenure Act Regulation is acceptable for registration as assessment credit.

The BC Mineral Claim work requirements are as follows:

- \$5 per hectare for anniversary years 1 and 2.
- \$10 per hectare for anniversary years 3 and 4.
- \$15 per hectare for anniversary years 5 and 6.
- \$20 per hectare for subsequent anniversary years.

Figure 4.1 Twenty Mile Property Minerals Claims

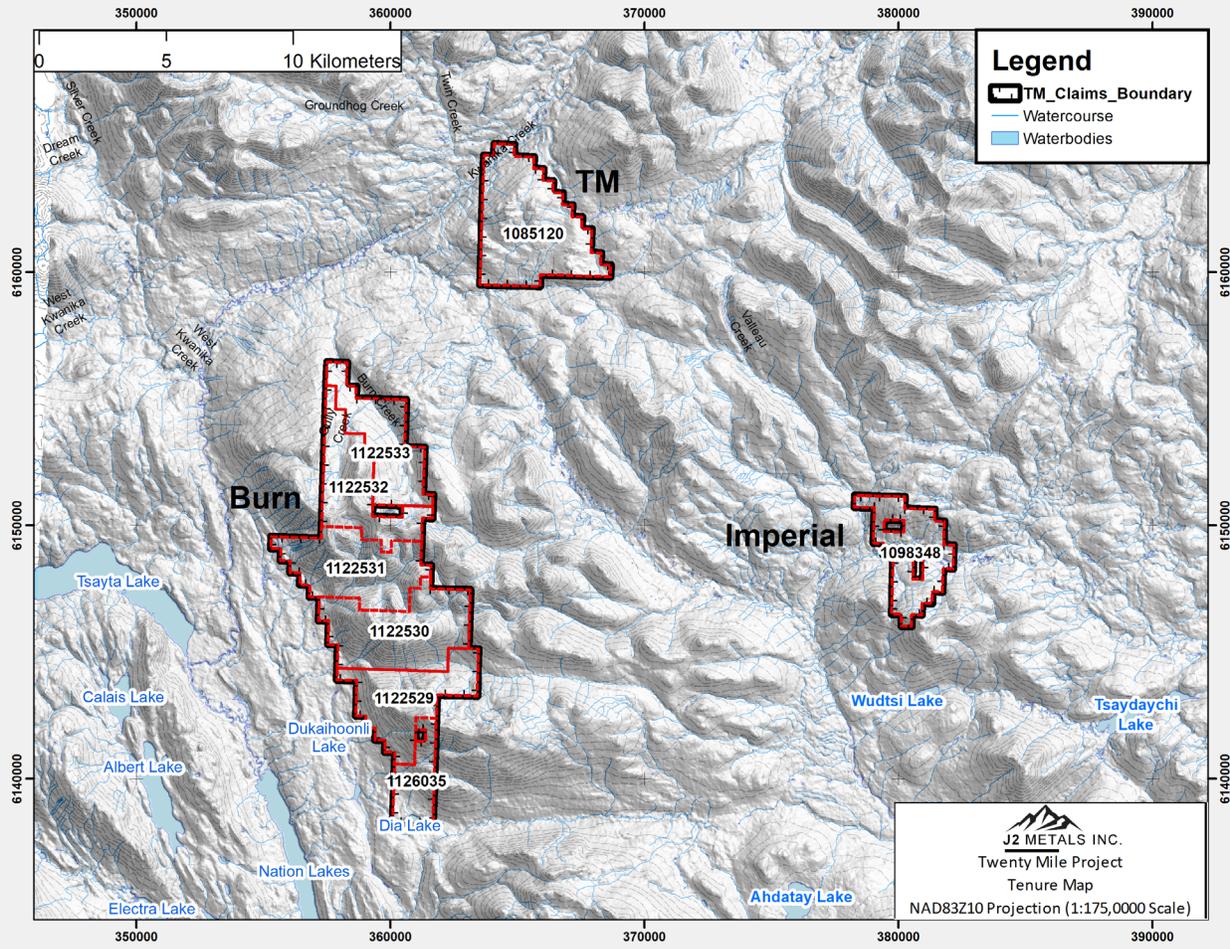


Table 4.1 Twenty Mile Claims

Title Number	Claim Name	Title Type	Map Number	Issue Date	Good To Date	Status	Area (ha)
1085120	TM1	Mineral	093N	2021/OCT/28	2026/SEP/10	GOOD	1828.5639
1098348	IMPERIAL	Mineral	093N	2022/OCT/20	2026/SEP/10	GOOD	953.4263
1122529	BURN SOUTH	Mineral	093N	2025/MAR/24	2029/SEP/17	GOOD	1138.3641
1122530	BURN1	Mineral	093N	2025/MAR/24	2029/SEP/17	GOOD	1504.6877
1122531	BURN_HAL	Mineral	093N	2025/MAR/24	2029/SEP/17	GOOD	1338.8018
1122532	BURN_WEST	Mineral	093N	2025/MAR/24	2029/SEP/18	GOOD	1081.305
1122533	BURN_MAIN	Mineral	093N	2025/MAR/24	2029/SEP/18	GOOD	1025.9878
1126035	SOUTHBURN	Mineral	093N	2025/SEP/18	2026/SEP/18	GOOD	496.0998

Royalties and Agreements

153 (then J2 Metals Inc.) (and in this section “J2”) entered into a letter agreement with the Issuer dated March 21, 2024, pursuant to which J2 and the Issuer agreed to complete a three-cornered amalgamation whereby the Issuer incorporated a new wholly owned subsidiary to amalgamate with J2, with the result that the amalgamated entity, 153, became a subsidiary of the Issuer. Pursuant to an amalgamation agreement dated December 23, 2024, the Issuer issued Common Shares to the holders of the J2 shares on the basis of one Common Share for each J2 share held. After giving effect to the transaction, the Issuer became the parent company of the amalgamated successor entity of J2, being 153, and conducts exploration activities on the Twenty Mile Property via that amalgamated company.

Environmental Liabilities, Permitting and Significant Events

The author is not aware of any significant environmental liabilities on the Twenty Mile Property. In addition, the author is unaware of any other significant factors and risks that may affect access, title, or the right or ability to perform work on the property.

A permit for conducting exploration work on mineral claims in British Columbia is required from the BC Government - Ministry of Energy, Mines and Low Carbon Innovation. Presently, J2 has an exploration permit (MX-100000410), which is valid until March 31, 2029. In addition, advanced mineral exploration, including camp construction, requires the payment of reclamation bonding. Currently, J2 has paid the Reclamation Liability Amount (bond) of \$24,900 required by its permit.

It should be noted that the current exploration permit area covers only the majority of the Burn claim block at the Twenty Mile Property. However, there are no issues with respect to the execution of the recommended work programs (discussed at the end of the Twenty Mile Report) under the existing permit as they comprise work items with no surface disturbance and thus do not require permitting and bonding. That said, J2 is planning to review the project’s exploration permit to ensure that it covers the full extent of the Twenty Mile Property and that its provisions for more advanced exploration activities remain appropriately sized.

Accessibility, Climate, Local Resources, Infrastructure and Physiography

Accessibility

Portions of the Twenty Mile Property are accessible via well-maintained forestry service roads (FSR) from Fort St. James, British Columbia, however the majority of access is limited to walking and helicopters. Road access points are listed below.

To access the southern extension of the Burn claims, travel north on Highway 27 out of Fort St. James on Tachie Hwy and then turn right on the Leo Creek FSR. Continue northwest on Driftwood FSR, then turn right on the Tchentlo FSR, and then left on the Rottacker FSR which crosses on to the southwest corner of the Property.

To access the northern tip of the Burn claims, travel north on Highway 27 out of Fort St. James toward Tachie, turn at the Leo Creek Forest Service Road and follow to the Driftwood FSR. Turn right on the Fall-Tsayta FSR and proceed to the Kwanika- Germansen FSR for approximately 24km to reach the northern edge of tenure 1091990. An access trail at approximately 9km past NorthWest Copper Corp. (Northwest Copper) Kwanika Camp provides ATV and hiking access to the Burn developed prospect.

To access the northern tip of the TM claims, travel north on Highway 27 out of Fort St. James toward Tachie and turn on the Leo Creek FSR and follow towards the Driftwood FSR. Turn right on the Fall-Tsayta FSR and proceed on Kwanika-Germansen FSR for approximately 24 km to reach the northern edge of tenure 1085120.

During the helicopter assisted portion of the program, crews stayed at a private cabin located on the shores of Tchentlo Lake which was accessed by way of the Leo Creek FSR and then the Tchentlo FSR.

Site Topography, Elevation and Vegetation

The Twenty Mile Property is located within the Nechako Plateau and the Omineca Mountains. The Nechako Plateau consists generally of flat and gently rolling country with large areas of undissected upland covered by glacial till, which is typical of the TM claim block. The Omineca Mountains consist of variable topography with low forested valleys and steep alpine terrain, which is typical of the Burn claim block.

Elevation varies from 1,000 m above sea level (a.s.l) at Klawli Lake in the southeast extent of the property, to approximately 1,850 m a.s.l on the highest ridges. Most of the TW area consists of gentle to moderately rolling topography. The westernmost portion of the Burn area comprises more mountainous terrain with several glacial cirques and ridges, with ridges that reach approximately 1,850 m a.s.l in elevation before dropping to 1,200 m a.s.l elevation in the valleys.

The vegetation on the Property varies from moderate to dense evergreen forests, mainly pine trees with lesser spruce and cedar, as well as deciduous trees of poplar, spruce, and willow. The northern extent of the Property features abundant clearings marked by low scrub brush and grasses. Areas of lower elevation within the Property commonly have wetlands and small lakes with alder trees. The main water sources are Klawli Lake, Wudtsi Lake, Valleau Creek, and Kwanika Creek. The Property also contains many smaller un-named creeks and lakes.

Climate

The climate of the Twenty Mile Property is typical of northern continental regions, with cold, dry winters and moderately warm summers. Climate data gathered at Germansen Landing (approximately 50 km east) indicates temperatures vary from an average of -13.1°C in January to 14.3°C in July, however summers may reach temperatures over 30°C and winters may reach extremes of below -40°C. The region averages 553.2 mm of precipitation, with the greatest snowfall accumulation occurring in December and January with 48 cm for each month. The highest rainfall occurs in June with 67.4 mm, on average (Government of Canada, 2023).

Annual rainfall is 295 mm, with a high of 53 mm in June and a low of 25 mm in April. The area experiences snowfall about half the year, peak snowfall in January (~40 mm) and lowest snowfall in October and April (-7 mm) for an annual total of -190 mm. Total precipitation for the year averages 470 mm (Government of Canada, 2023). The Property is snow covered from early November to late May. As such, the ideal operating period for the Property is late May to early November.

Local Resources and Infrastructure

The Twenty Mile Property is near the well serviced communities of Prince George, Smithers, Mackenzie, Fort St. James, and Vanderhoof. These local communities can provide skilled labour for future exploration work. Other than the forestry service roads to the north and south of the claims, no permanent infrastructure exists on the Property, with access to most claims limited to helicopter and walking access.

History

The Quesnel terrane has a long history of exploration and mining activity, with numerous mineral showings located on and around the Property (Figure 6.1). Placer gold was discovered at Vital creek and the Germansen and Manson rivers 35 km to the northeast of the Twenty Mile Property in the 1970's. Several polymetallic lode deposits, associated with quartz veins and shear zones along the Manson fault zone, were mined in the early 1900's. Mineral exploration in the Omineca mining district began with placer prospecting in the late 1800's, with increased interest in the area during the 1930's and 1940's as a result of the discovery of mercury at Pinchi Lake (Bird et al., 2019). In the 1930's, placer gold was mined from several of the upper tributaries at Valteau Creek. More recent small-scale placer mining has occurred along the west side of the Imperial claim block from the 1970's through to the 1990's.

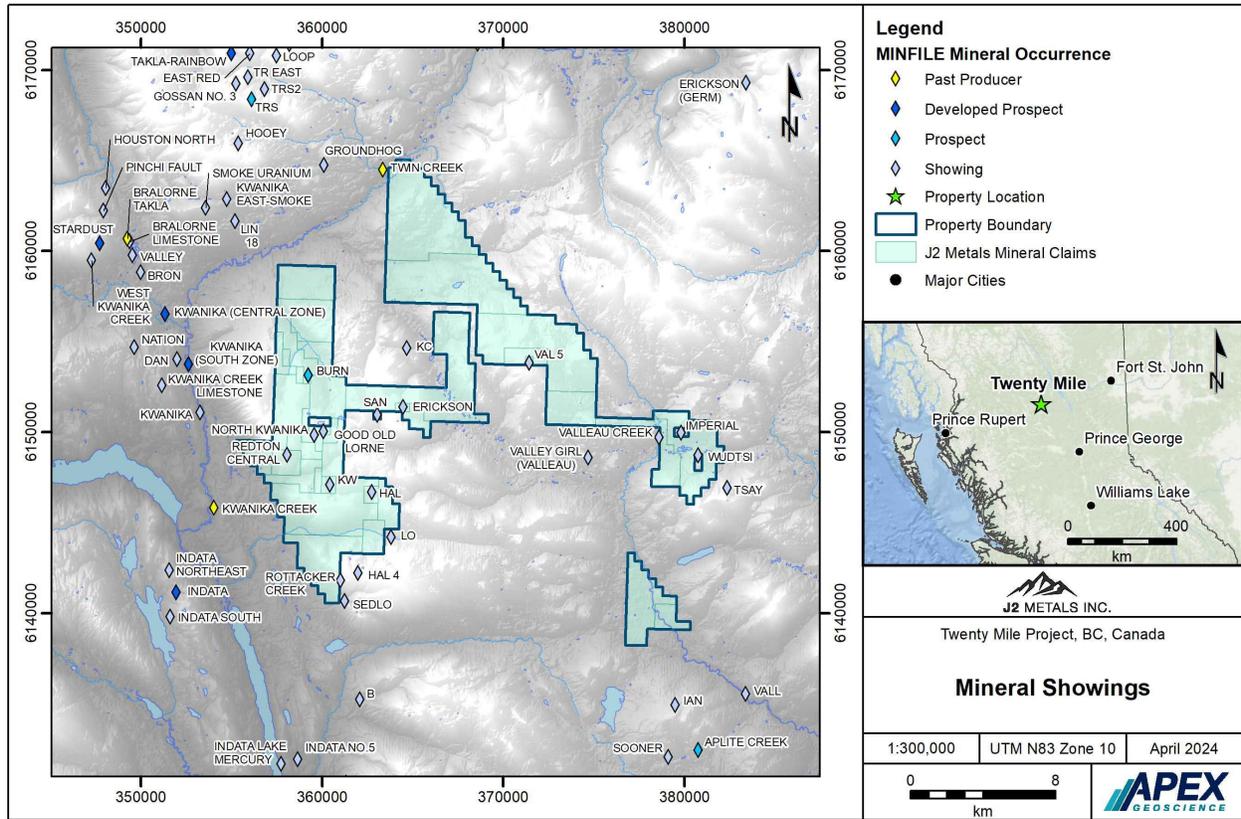
Exploration Work Conducted by Previous Owners

Previous exploration work completed by other companies on the Property is summarized below by company and year, as well as in Table 6.1.

From 1971 to 1972, Noranda Exploration Company Ltd. completed geochemical soil surveys on their Halobia and Kwanika properties, which covered portions of the eastern edge of the current Burn claim block, in an effort to better define the source of previous anomalous stream sampling results. The sampling programs identified several zones of anomalous Cu, Mo, and Zn values associated with the underlying Hogem plutonic rocks (Dirom, 1972; Howell and Dirom, 1972). This work was followed up with unpublished IP, magnetometer and diamond drilling programs totalling 350m over 9 holes (Fraser, 1980; Pardoe and Garratt, 1991). Further prospecting and surface geochemistry was conducted by Swannell Minerals Co. in 1992 but the Halobia claims would eventually lapse until being restaked by Redton Resources Inc. in 2005.

Imperial Metals Corporation completed several geochemical surveys and geological mapping programs at their Valley Girl property in 1985, 1986, and 1989, as well as an airborne magnetics and very-low frequency electromagnetic (VLF-EM) geophysical survey in 1990, which partially overlapped the southeast corner of the present day Imperial claim block (Figures 6.2 and 6.3).

Figure 6.1. Mineral Showings in the Twenty Mile Property Area.



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Table 6.1. Exploration by Previous Companies on the Twenty Mile Property

Year	Company	Property	Work	BC ARIS Number	Location Relative to the Property
1971	Noranda Exploration Company Ltd.	Kwanika	Soil Geochemistry	3856	Covering 1098997 around San and Erickson showings
1972	Noranda Exploration Company Ltd.	Halobia	Geochemistry	3774	Portion of 1098494 and 1099054 over the HAL showing
1972	LUC Syndicate	Rode	Soil Geochemistry	3998	Western edge of 1092001
1975	LUC Syndicate	Burn	Soil Geochemistry, Magnetometer Geophysics	5619	Burn Prospect Area
1976	LUC Syndicate / Dome Exploration Ltd.	Burn	Diamond Drilling	-	Burn Prospect Area
1979	Placer Development Ltd.	Burn	Geochemical, Geophysical	7432	Burn Prospect Area
1979	Placer Development Ltd.	Burn	7 Percussion Drill Holes	7898	Burn Prospect Area
1979	Placer Development Ltd.	Snag-Siberia	3 Percussion Drill Holes	7926	Claim 1092001
1980	Dome Exploration Ltd.	Halo 1	Geochemical, Geological, Geophysical	8988	Covering portions of 1099054, 1098994, 1098494 and 1099088 over the HAL showing
1986	Imperial Metals Corp.	Valley Girl	Soil and Rock Geochem Grid	15634	Covering portion of 1085881 and 1098348
1989	Imperial Metals Corp.	Valley Girl	Soil Sampling, Silt Sampling	19450	Covering portion of 1085881 and 1098348
1990	Placer Dome Inc.	Valleau Creek	Soil, Rock, and Silt Sampling	19859	Covering all of 1085124, portion of 1085123, 1099002, 1098819
1990	Westmin Resources Ltd.	Kwanika/ Valleau	Geochemistry and airborne Geophysics	19868	Covering portion of 1085122, 1085123, 1099002, and 1098819
1990	Imperial Metals Corp.	Valley Girl	Airborne Magnetic and VLF	20178	Covering portion of 1085881 and 1098348
1990	Westmin Resources Ltd.	Kwanika/ Valleau	Soil, Rock, Stream Geochemistry, Line cutting	20897	Covering eastern portion of 1098997, 1099000
1990	Westmin Resources Ltd.	Wudleau	Stream silt Geochemistry, Airborne Mag, VLF-EM	21228	Overlapping portion of Wud claim block

Year	Company	Property	Work	BC ARIS Number	Location Relative to the Property
1990	Placer Dome Inc. / R. Haslinger	Erickson	Soil Geochemistry	20338	Covering the San -Erickson Minfile showings, west-southwest of the Placer Development Block Claims
1990	Westmin Resources Ltd.	Kwanika - Valleau	Soil, Rock, Stream Geochemistry,	20897	Covering Eastern Portion of 1098997, 1099000
1991	Golden Rule	Kwanika Creek	Soil Geochemistry	22079	Overlapping 1085120, 1085122 and extending Northward to Tak
1991	Westmin Resources Ltd.	Valley Girl	Geochemical, Geological, Physical	21700	Covering portion of 1085881 and 1098348
1991	Westmin Resources Ltd.	Lys	Soil Geochemistry	21866	Covering portions of the Wud claim block.
1991	Westmin Resources Ltd.	Wudleau	Geochemical, Geological, Physical	22032	Overlapping most of the southern half of the Property
1992	Placer Dome Inc.	Valleau Creek	Prospecting, Rock, Silt and Soil Samples	22414	Covering all of 1085124, portion of 1085123, 1099002, 1098819, 1085581 and extending northward
1992	Westmin Resources Ltd.	Valley Girl	Geochemical, Geological, Geophysical, Physical	22757	Covering portion of 1085881 and 1098348
1992	Westmin Resources Ltd.	Wudleau	Geological	22892	Overlapping most of the southern half of the Property
1992	Swannell Minerals Corp.	Hal	Rock, Soil Geochemistry	22588	Covering portions of 1099054, 1098994, 1098494 and 1099088 over the Hal Minfile Showing
2005	Serengeti Resources	Germansen & Valleau	Geochemical, Geophysical	28184	Geophysics covering majority of Burn claim block
2006	Redton Resources Inc.	Takla - Redton	Geological Data Compilation and Geophysical Report	28264	Airborne magnetics covered most of current Burn claim block
2007	Redton Resources Inc.	Takla - Redton	Drilling, Geochemical.	29011	Soil sampling on Halobia, Redton Central Area. Drilling completed north of Twenty Mile Property.
2007	Geoscience BC / Geotech Ltd.	QUEST Project	Airborne VTEM Survey	-	Survey covered entire Twenty Mile Property
2010	Redton Resources Inc.	Redton	Airborne Geophysics including	31933	Entire Twenty Mile Property

Year	Company	Property	Work	BC ARIS Number	Location Relative to the Property
			EM		
2011	Kiska Metals Corp.	Redton	Soil, silt, rock geochemical sampling, prospecting	34050	Redton property, covering large portion of current central Burn claim block
2012	Kiska Metals Corp.	Redton	Geochemical, geophysical surveys	32504	Redton property overlap. Soil geochemical grid covering central and southern Burn claim block
2012	B. Kreft	Valleau	Geochemical	33413	Overlapping 1098348
2013	B. Kreft	Valleau	Geochemical, Prospecting	34449	Overlapping 1098348
2015	B. Kreft	Valleau	Geochemical, Prospecting	35752	Overlapping 1098348
2016	B. Kreft	Valleau	Geochemical, Prospecting	36369	Overlapping 1098348
2019	Spearmint Resources	Safari	Rock Geochemistry	38697	Northern half of Burn claim block from 1101414 northward.

Figure 6.2. Soil Sampling by Previous Companies in the Twenty Mile Property Area

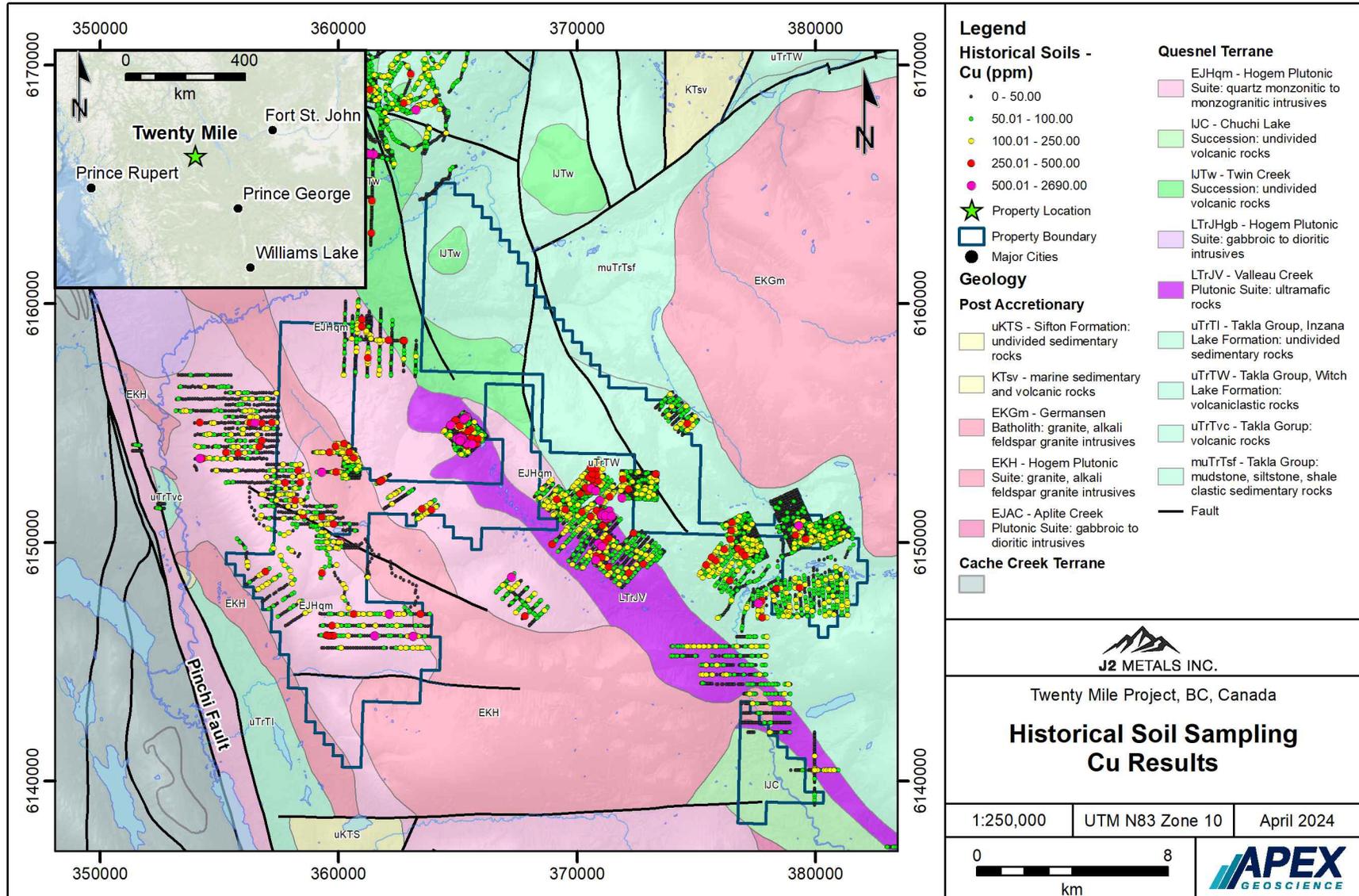
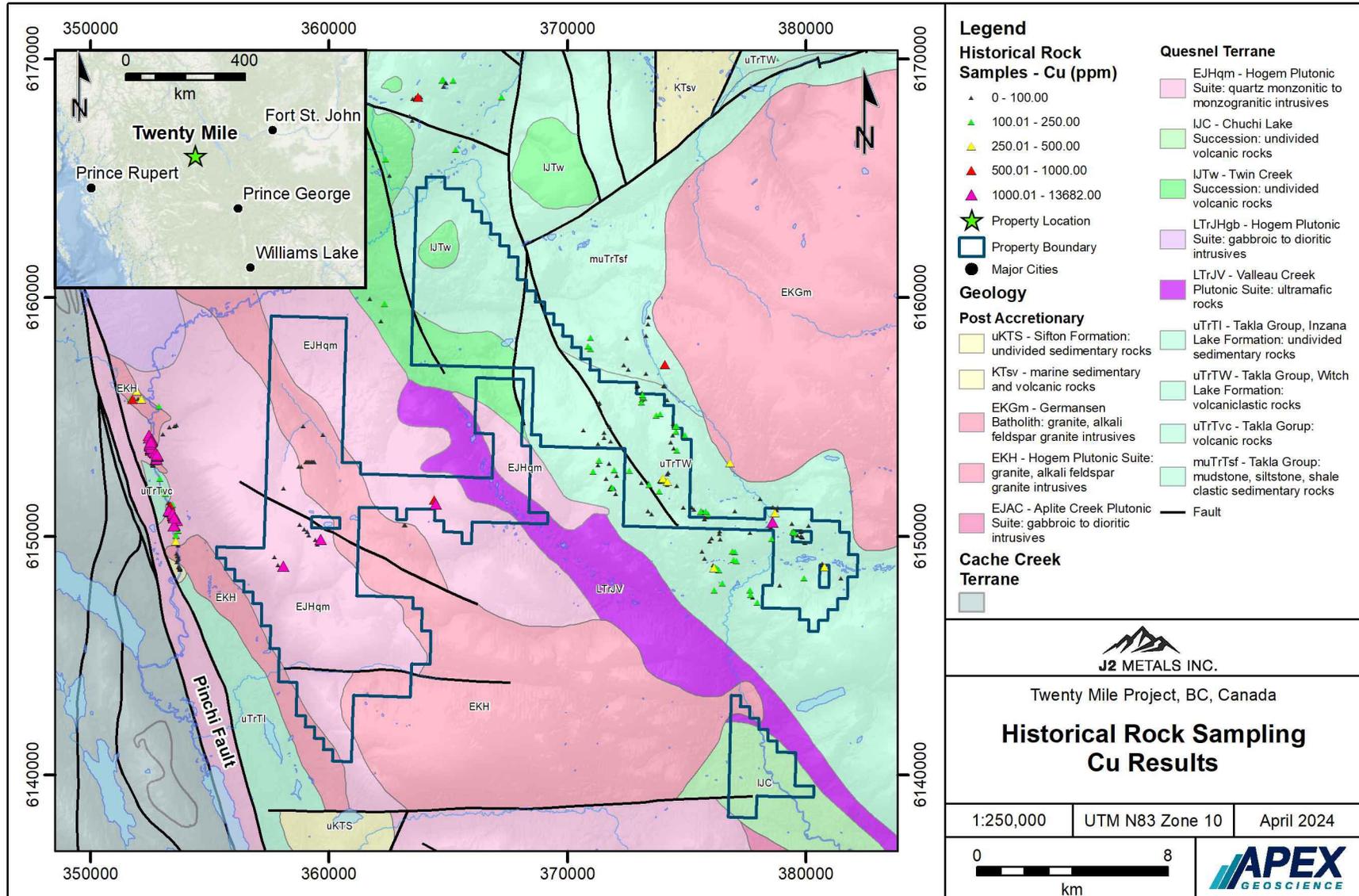


Figure 6.3. Rock Sampling by Previous Companies in the Twenty Mile Property Area



The Burn prospect was originally staked in 1971 by the LUC Syndicate following the discovery of granite hosted molybdenum and pyrite mineralization. In 1972, the LUC Syndicate completed geochemical and geophysical surveys, as well as 12 diamond drillholes at the Burn prospect (Figure 6.4). Additional soil sampling and geophysical work were completed in 1975, then three diamond drillholes were completed in 1976 (Figure 6.4). Drilling failed to intercept significant Cu-Mo mineralization. Placer Development Ltd. would then option the property in 1978, where they completed 10 percussion drillholes in 1979 on the Burn, Snag, and Siberia claims, in addition to soil sampling and ground geophysical programs (Figure 6.4). Placer Development Ltd. would fail to encounter economic levels of Mo, and thus allowed the claims to lapse. In 1980, Dome Exploration Ltd. would complete a ground magnetometer survey, geological mapping, and geochemical sampling program over their Halo 1 claim, which covered the HAL mineral showing within the current Burn claim block (Fraser, 1980).

In 1990, Placer Dome Inc. conducted geochemical surveys over their Valteau Creek and Erickson claims, which coincide with portions of the Burn claim block near the Erickson showing and the central portion of the TM claim block near the Val 5 showing. Rock sampling, soil sampling, and stream sampling were completed. Rock samples taken from within the current TM claim block returned up to 324 ppm Cu and 98 ppb Au (Goodall and Konst, 1990) (Figure 6.3). A broad Cu-Mo soil anomaly was identified on the Erickson claims within the current TM claim block (Ditson and Price, 1990) (Figure 6.2).

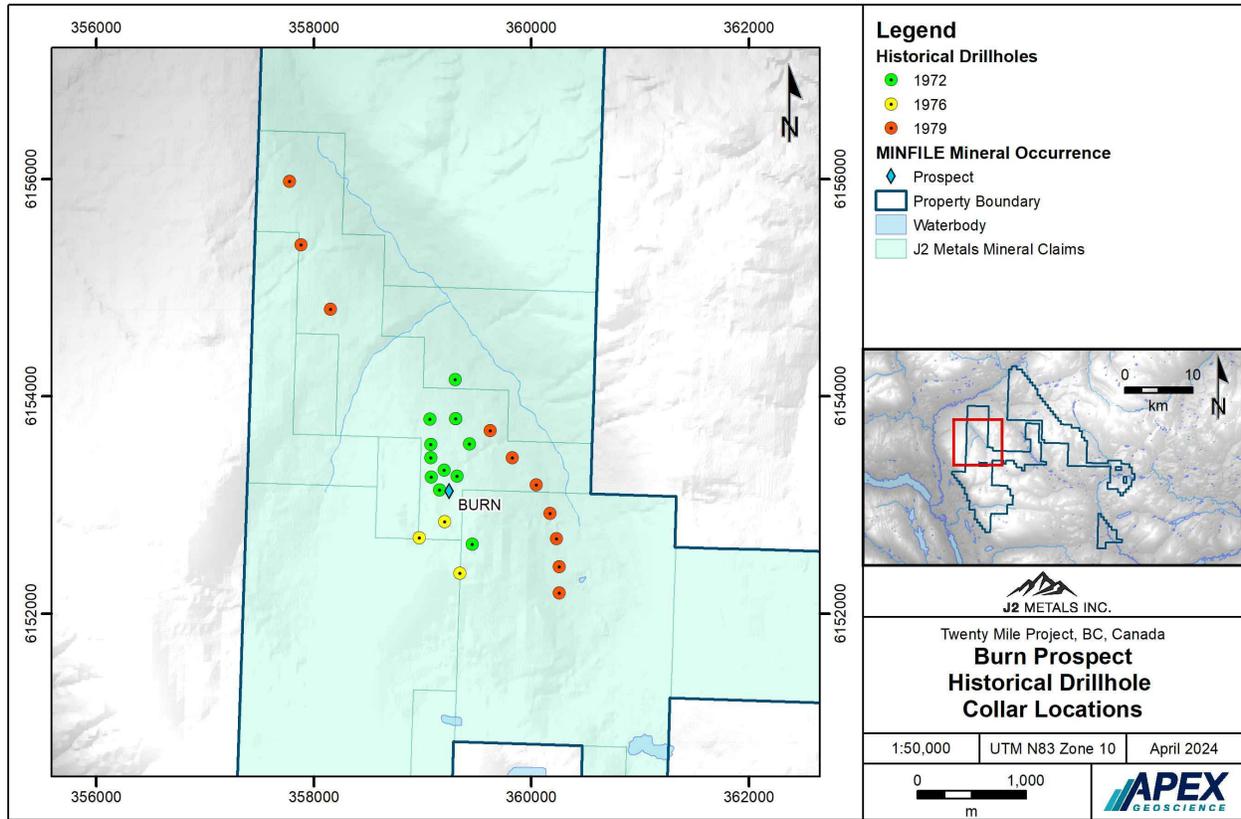
From 1990 to 1992, Westmin Resources Ltd. would complete multiple geochemical and geophysical surveys on their Valley Girl, Wudleau, Lys, and Kwanika/Valteau claims, which covered a major portion of Imperial, and the eastern edge of Burn (Figures 6.2 and 6.3). The prospecting work completed at Valley Girl was inconclusive in determining the source of anomalous Au values found in stream sediments (Lane, 1991). In 1992 on the historical Wudleau property, which covered the southeastern most claims of the current TM claim block, a multi-element soil anomaly was identified that coincided with strong IP chargeability results (Jones, 1992).

In 1991, Golden Rule Resources Inc. completed a geochemical survey on their Takla project, which overlapped with claims 1085120 of the Twenty Mile Property (Table 6.1). The soil survey identified several Au and/or Cu anomalies, which partially overlap the northern tip of the Burn claim block (Hoffman and Komarevich, 1991) (Figure 6.2).

In 2007, Geotech Ltd. carried out a vast airborne geophysical survey over the Quesnel terrane on behalf of Geoscience BC as a part of their QUEST project. The helicopter-borne versatile time domain electromagnetic (VTEM) survey covered an area of 46,500 km², from Williams Lake to northwest of Mackenzie, BC, with a total of 11,583.4 line-km flown (Geotech Ltd., 2007). This geophysical survey covered the entirety of the Twenty Mile Property, and defines several magnetic trends in the area (Figure 6.5).

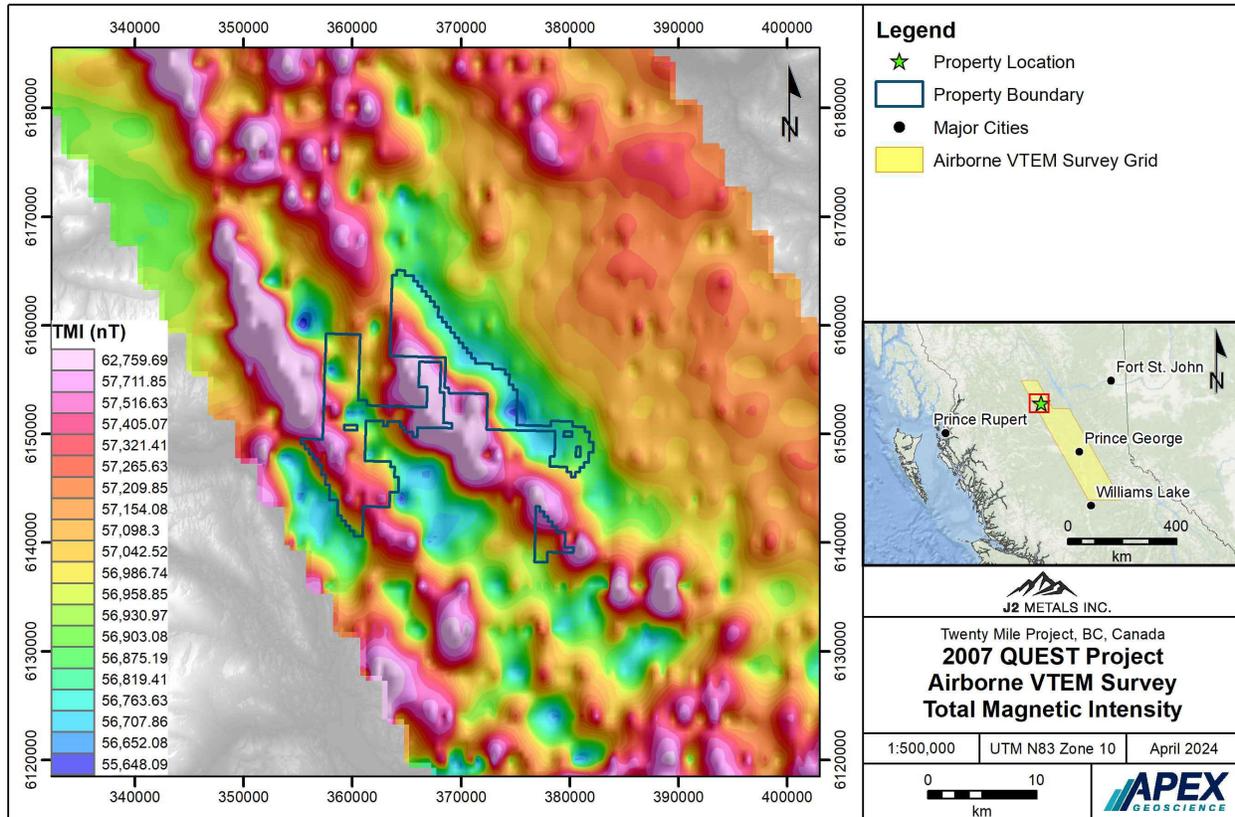
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Figure 6.4. Burn Prospect Historical Drillhole Locations



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Figure 6.5 Figure 6.5.2007 QUEST Project Airborne VTEM Geophysical Survey



Extensive exploration was completed over the property staked as "Redton" from 2005 to 2010, which entirely encompassed the current Burn claims. Geoinformatics Exploration Inc. and Redton Resources Inc. undertook an extensive field program consisting of data compilation, detailed mapping, soil sampling and drilling. Most of their exploration was completed north of the Burn claim block, but portions of stream and soil sampling work overlap within the Property. In 2010, an airborne AeroTEM magnetic-electromagnetic geophysical survey was completed over the Redton property, and the survey results completely covered the Twenty Mile Property. This survey identified numerous anomalies associated with apparent resistivity highs in the Burn West-Good Old Lorne Trend and along the Redton Central-Hal trends (Bidwell, 2011).

Kiska Metals Corporation (Kiska) acquired an 85% interest in the Redton property in 2011. They then completed a soil sampling and prospecting program where 1100 soil samples were collected in the north and central areas of the claims (Voordouw, 2012) (Figure 6.2). The success of this field program warranted a follow up soil sample program, and in 2012, 568 soil samples were collected from a grid south of the current Burn prospect (Figure 6.2). Grid and contour sampling extended from Burn West to Hal and resulted in the discovery of the Burn West anomaly, as well as several multielement anomalies surrounding the Hal showing and west of the Redton Central Minfile showing (English, 2013).

From 2012 to 2016, prospecting and geochemical sampling were completed by Mr. B. Kreft on his claims overlaying the Valleau Creek showing (093N053) as well as portions of the southeast extent of the current Imperial claim block (Kreft, 2012, 2013, 2015, 2016). These prospecting programs found a significant gold-in-soil anomaly surrounding the Wudtsi showing (093N215) (Kreft, 2016).

In 2018, Spearmint Resources Inc. staked claims that were referred to as the Safari property, which covered a major portion of the current Burn claim block. In 2019, they conducted a helicopter supported rock sampling program, where 17 grab samples were collected and analysed for Cu, Au, and Ag values (Figure 6.3). Highlights include a rock sample returning 0.273 % Cu, 0.281 ppm Au, and 2.65 ppm Ag (Wallis, 2019).

The QP has been unable to verify this information, and that the information is necessarily indicative to the mineralization on the Twenty Mile Property that is the subject of the Twenty Mile Report.

Geological Setting and Mineralization

Regional Geology

Modified after Hoffman and Cruickshank (1990) and Mark (2022):

Rocks underlying the Twenty Mile Property area belong to the Quesnel stratigraphic - tectonic terrane, also known as Quesnellia (Figures 7.1 and 7.2). This terrane is a part of the Intermontane Belt, and comprises a sequence of late Paleozoic to Jurassic island arcs that were accreted to the North American continent in the Middle Jurassic (Nelson et al., 2013). To the west, the Quesnel terrane is bounded by the Pinchi strike-slip fault to the Cache Creek terrane, a Late Paleozoic to Mesozoic accretionary complex (Mihalynuk et al., 1994). To the east of the Property, Quesnellia is bound to the Cassiar and Slide Mountain terranes by the complex structural zone that is the Manson-McLeod Fault System (Schiarizza and Boulton, 2006).

In this portion of northern B.C., Quesnellia consists principally of the Takia Group (Late Triassic to Early Jurassic), and the Chuchi Lake and Twin Creek successions (Early Jurassic). Several large intrusive units are contained within the volcanic arc sediment sequences, including the Hogem Batholith. Several porphyry deposits and potassic-propylitic alteration zones are associated with the Hogem Batholith, occurring towards the end of the volcanic episodes of Quesnellia (Nelson and Bellefontaine, 1996). The dominant lithology underlying the Property consists of island arc volcanic and lesser sedimentary rocks, which include numerous sub-volcanic plutons. The Takla Group rocks were intruded by several Cretaceous (post-accretionary) plutons (Wheeler et al., 1988). Several significant copper-gold deposits are hosted in the Quesnel terrane, including Mt. Milligan, Kwanika, Col and Lorraine. Of note, the Kwanika Cu-Au-Ag deposits are located 8 km west of the Property and are hosted by the same Hogem Batholith intrusive rocks underlying the Burn claims.

Property Geology

The TM and Wud claims are mainly underlain by Takla Group volcanics, which include the Witch Lake Formation, Chuchi Lake Succession and Twin Creek Succession volcanic-sedimentary rocks (Figure 7.3). Takla Group rocks consists mainly of subaqueous, green-coloured ash tuft, crystal tuft, crystal lapilli tuft and flows of andesitic composition. The Wud claims are almost entirely underlain by the volcanic rocks of the Chuchi Lake Succession. The TM claims are mainly underlain by Upper Triassic Witch Lake volcanoclastic rocks, as well as the volcanic rocks of the Twin Creek Succession in the northern portion of the Property. The Witch Lake formation commonly contains pyroxene and pyroxene-plagioclase porphyritic bearing crystal tufts, flows, aphyric rocks and agglomeratic rocks. Rocks of the Twin Creek Succession in the northern portion of the Property were observed to contain augite-plagioclase-hornblende porphyritic flows and volcanoclastics (Nelson and Bellefontaine, 1996). Observations noted by Westmin Resources Ltd. noted fine-grained banded tufts with sediments bands of carbonaceous to argillite interlayered with fine grained mafic tufts in the area around the Imperial and Wudtsi Minfile showings (Jones, 1992). Sediments in the area around the Wudtsi-Imperial showings are noted to be interbedded black argillite, greywacke, siltstone, and shale. This unit is described as containing interbedded mafic volcanics which are pervasively carbonatized and locally weathered to gossan (Jones, 1992). Mineralization in this area is

predominantly pyrrhotite with lesser pyrite and traces of chalcopyrite contained within mafic volcanic rocks and "sulphidic pyroxene porphyritic rock with locally strong propylitic alteration" (Jones, 1992). North of the Val 5 showing, the Witch Lake formation is in contact with Takla Group sedimentary rocks consisting of mudstone, siltstone, shale and elastic sedimentary rocks. The southwest extent of the Takla Group volcanics in the Property area is interpreted to be a northwest-trending contact with plutonic rocks of the Early Jurassic Hogem plutonic suite and the Late Triassic Valteau Creek ultramafic plutonic suite (Nelson and Bellefontaine, 1996).

The Burn claims are mainly underlain by two distinct intrusive lithologies belonging to the Hogem Intrusive Suite. The Hogem Batholith is typically composed of Jurassic monzonites along a north-northwest trend, with early Cretaceous granites intruding the older monzonite (Nelson and Bellefontaine, 1996). The alkalic porphyry copper-gold deposits in the Quesnel terrane are typically hosted by the early Jurassic components of the Hogem Intrusive Suite. The western portion of the Burn claims are underlain predominately by early Jurassic quartz-monzonite and monzogranitic Hogem intrusive rocks. An early Cretaceous granitic unit of the Hogem Plutonic Suite, which hosts the mineralization at Burn, also trends northwest through the western portion of the Burn claims (Cui et al 2017). This younger granite typically corresponds with a magnetic low response in the regional geophysics. Structurally, the intrusive units display a north- northwest fabric, with a regional-scale un-named fault cutting northwest through the western side of the Burn claims and trends off Property directly toward Kwanika South Zone. No observable offset has been mapped in relation to this fault. The northeast corner of the Burn claims is underlain by Takla group volcanics of the Witch Lake Formation and Twin Creek Succession, the same units that underlie the TM and Imperial claims.

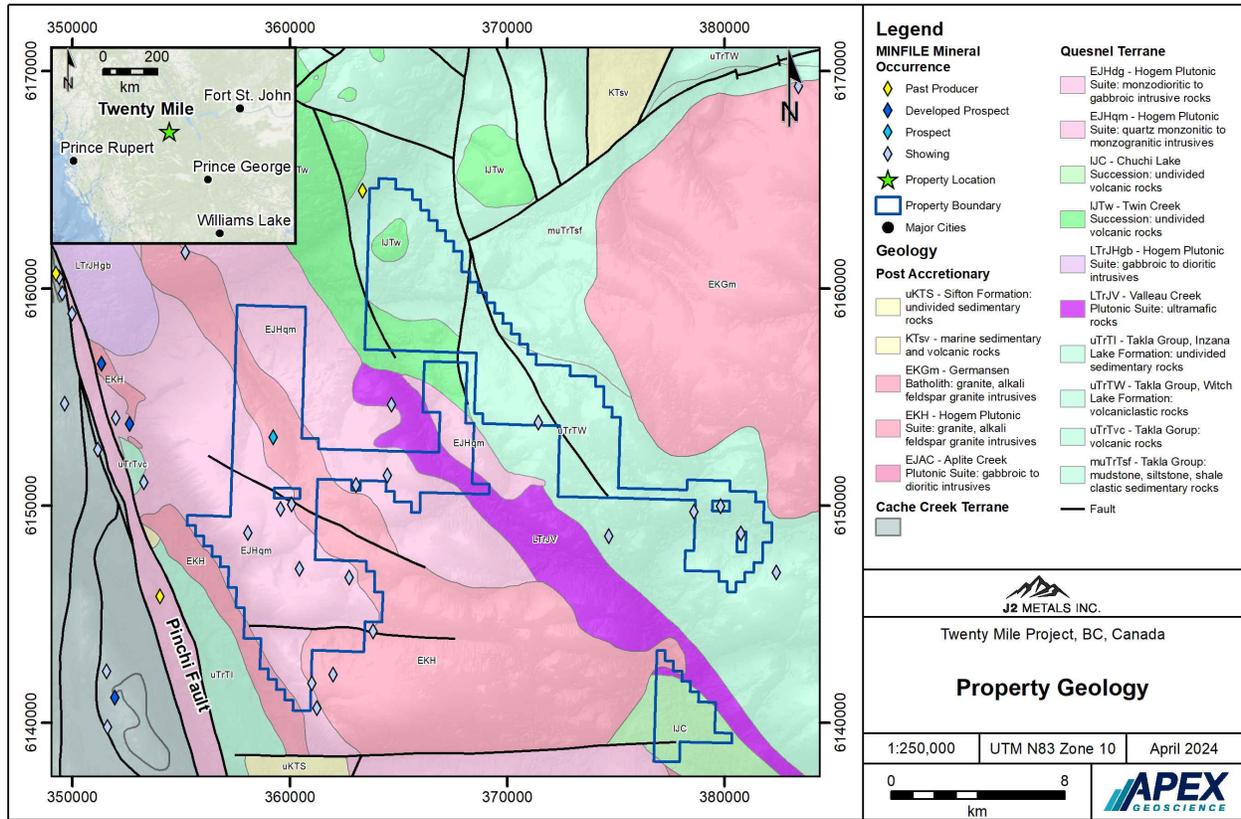
Preliminary observations of the property in 2021 determined that outcrop exposure is extremely sparse to rare. The interpreted mapping by Nelson and Bellefontaine (1996) of the Valteau Creek intrusive rocks is derived from their strong positive aeromagnetic response. Outcrop descriptions from a few kilometres south of Klawli lake at the Gertie showing report an amygdaloidal, maroon, and grey, plagioclase phyric latite flow hosting disseminated and fracture-controlled copper oxide minerals.

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Figure 7.2 Regional Geology Legend (after Cui et al., 2017).

Geological Legend	
Younger Volcanics	
MICCI - Chilcofin Group - Cheslatta Lake Complex: alkaline volcanic rocks	
MIPICvb - Chilcofin Group: basaltic volcanic rocks	
Post Accretionary	
EEva - Nechako Plateau Group - Endako Formation: andesitic volcanic rocks	
EOIEs - Nechako Plateau Group: undivided sedimentary rocks	
EOIs - undivided sedimentary rocks	
PeEvf - rhyolite, felsic volcanic rocks	
KTS - Sifton Formation: undivided sedimentary rocks	
uKTU - Uslika Formation: undivided sedimentary rocks	
uKTS - Sifton Formation: undivided sedimentary rocks	
KTsv - marine sedimentary and volcanic rocks	
KTsy - syenitic to monzonitic intrusive rocks	
KTgr - granite, alkali feldspar granite intrusive rocks	
KTvc - volcanoclastic rocks	
KTW - Wolverine Range Plutonic Suite: syenitic, granodioritic, to monzonitic intrusive rocks	
KWpe - Wolverine Range Plutonic Suite: pegmatitic intrusive rocks	
EKENH - Endako Batholith - Hanson Lake Phase: granodioritic intrusive rocks	
EKGm - Germansen Batholith: granite, alkali feldspar granite intrusives	
EKK - Klawii Pluton: granite, alkali feldspar granite intrusive rocks	
EKH - Hogem Plutonic Suite: granite, alkali feldspar granite intrusives	
EKfp - feldspar porphyritic intrusive rocks	
EKgd - granodioritic intrusive rocks	
Ktva - andesitic volcanic rocks	
EMJSPd - Spike Peak Intrusive Suite: dioritic intrusive rocks	
EMJSPgd - Spike Peak Intrusive Suite: granodioritic intrusive rocks	
EJHhy - intrusive rocks, undivided	
EJAC - Aplite Creek Plutonic Suite: gabbroic to dioritic intrusives	
MJKFgr - Endako Batholith - Francois Lake Suite: granite, alkali feldspar granite intrusive rocks	
MJKFqp - Endako Batholith - Francois Lake Suite: high level quartz phyric, felsitic intrusive rocks	
MJSLM - Endako Batholith - Stag Lake Plutonic Suite: quartz dioritic intrusive rocks	
MJSPqd - Spike Peak Intrusive Suite: quartz dioritic intrusive rocks	
MJSPsy - Spike Peak Intrusive Suite: syenitic to monzonitic intrusive rocks	
Tgr - granite, alkali feldspar granite intrusive rocks	
CPdr - dioritic intrusive rocks	
Stikine Terrane	
Cache Creek Terrane	
Quesnel Terrane	
LTrJsy: Unnamed: syenitic to monzonitic intrusive rocks	
EJHqd - Hogem Plutonic Suite: quartz dioritic intrusive rocks	
EJHCsy - Hogem Plutonic Suite - Chuchi Syenite: syenitic to monzonitic intrusive rocks	
EJHD - Hogem Plutonic Suite - Duckling Creek Syenite Complex: syenitic to monzonitic intrusive rocks	
EJHdg - Hogem Plutonic Suite: monzodioritic to gabbroic intrusive rocks	
EJHgb - Hogem Plutonic Suite: gabbroic to dioritic intrusive rocks	
EJHgd - Hogem Plutonic Suite: granodioritic intrusive rocks	
EJHqm - Hogem Plutonic Suite: quartz monzonitic to monzogranitic intrusives	
EJdr - Unnamed: dioritic intrusive rocks	
EJsy - Unnamed: syenitic to monzonitic intrusive rocks	
UC - Chuchi Lake Succession: undivided volcanic rocks	
UCcg - Chuchi Lake Succession: conglomeratic sedimentary rocks	
UCs - Chuchi Lake Succession: undivided sedimentary rocks	
UCvc - Chuchi Lake Succession: coarse volcanoclastic and pyroclastic volcanic rocks	
UTw - Twin Creek Succession: undivided volcanic rocks	
LTrJHgb - Hogem Plutonic Suite: gabbroic to dioritic intrusives	
LTrJHum - Hogem Plutonic Suite: ultramafic rocks	
LTrJV - Valteau Creek Plutonic Suite: ultramafic rocks	
LTrJgb - Unnamed: gabbroic to dioritic intrusive rocks	
TrJdr - dioritic intrusive rocks	
TrJsy - syenitic to monzonitic intrusive rocks	
TrJTgs - Takla Group: greenstone, greenschist metamorphic rocks	
TrJTvf - Takla Group: rhyolite, felsic volcanic rocks	
uTrTI - Takla Group, Inzana Lake Formation: undivided sedimentary rocks	
uTrTW - Takla Group, Witch Lake Formation: volcanoclastic rocks	
uTrTca - Takla Group: calc-alkaline volcanic rocks	
uTrTls - Takla Group: limestone bioherm/reef	
uTrTvc - Takla Group: volcanic rocks	
muTrTsf - Takla Group: mudstone, siltstone, shale clastic sedimentary rocks	
muTrTvb - Takla Group: basaltic volcanic rocks	
muTrTlm - Takla Group: limestone, marble, calcareous sedimentary rocks	
PTRE - Evans Creek Limestone: limestone, marble, calcareous sedimentary rocks	
PL - Lay Range Assemblage: volcanoclastic rocks	
LPnPLLgb - Lounge Lizard Intrusive Suite: gabbroic to dioritic intrusive rocks	
MPnLvb - Lay Range Assemblage: basaltic volcanic rocks	
MPnLsf - Lay Range Assemblage: mudstone, siltstone, shale fine clastic sedimentary rocks	
MPnLsv - Lay Range Assemblage: marine sedimentary and volcanic rocks	
Cassiar Terrane	
Slide Mountain Terrane	
Ancestral North America	
— Fault	

Figure 7.3 Property Geology (after Cui et al., 2017).



Mineralization

At Burn, mineralization occurs as fine flakes of molybdenite disseminated within the intrusive units. Pyrite occurs as coarse to fine disseminated grains and is often associated with molybdenite. Several historical showings report quartz veins containing molybdenite concentrated near the margins of the veins (Grant, 1971). At the North Kwanika showing, copper mineralization occurs as disseminated bornite and chalcopyrite. Nine mineral showings and one prospect are located within the Property (Figure 6.1, Table 7.1).

To the south of the Twenty Mile Property around Klawli Lake, reconnaissance mapping by Placer Dome in 1990 encountered megacrystic granites (interpreted as Cretaceous Gernansen Batholith) on the northeast side of Klawli Lake, hornfels mafic volcanics on the northwest side and mainly pyroxenite exposed on the south shore. Minor malachite±chalcocite and pyrite+epidote in pyroxenite and gabbro may be enough to explain the Cu-in-soil anomalies 1,500 metres south of Klawli Lake on claims they held there (Turnbull, 1991).

Table 7.1 Minfile Occurrences in the Property Area

Name	File Number	Status	Commodities	Description
Burn	093N 107	Prospect	Mo-Cu	Hydrothermal porphyry and veins with Mo on fractures. Cu in soil values up to 0.4% and drill intercepts of up to 0.138% Mo over 15 m in Hole 72-10.
Erickson	093N 161	Showing	Cu-Ag	3 cm wide epidote-quartz vein with pyrite that returned 0.235% Cu and 2.7 g/t Ag
SAN	093N 102	Showing	Cu-Mo-Ag	Quartz veins containing chalcopyrite and molybdenite. In 1990, a float sample (A4764) of quartz vein assayed 24 g/t Ag
Good Old Lorne	093N 260	Showing	Au-Ag-Pb	In 2011, a rock sample (M411101) from a gossanous area assayed 1.8 g/t Au, 138 g/t Ag, and 0.07% Pb. The area also shows Au-Mo-Pb ± Cu-Zn anomalies in soils.
North Kwanika	093N 077	Showing	Cu-Ag	In 2011, a rock sample (M411110) of gossanous medium-grained hornblende diorite returned 0.39% Cu and 3.3 g/t Ag.
Redton Central	093N 259	Showing	Au-Ag-Cu	In 2011, a hornblende-diorite rock sample (M411107) returned 0.48 g/t Au, 3.5 g/t Ag and 0.09% Cu. In 2019, a float sample (19EPP012) returned 0.273% Cu, 2.7 g/t Ag and 0.281 g/t Au.
KW	093N 103	Showing	Cu-Mo	Chalcopyrite, pyrite, and molybdenite mineralization observed on fracture surfaces in monzonite cut by pyroxenitic lamprophyre dykes and small syenitic potassium feldspar dykes.
HAL	093N 167	Showing	Cu-Mo	4.5 km wide by 600 m long Au-in-soil anomaly flanked by elevated Cu-Mo-Pb. Au values in soil up to 148ppb.
LO	093N 154	Showing	Cu	Situated in the Kwanika Range near the headwaters of Halobia Creek, observed chalcopyrite mineralized fractures and disseminations in syenodiorite.
Val 5	093N 240	Showing	Cu-Au-Ag-Mo	In 1991, eighteen rock samples were taken from this area, the best returning 0.8 g/t Au with 0.15% Cu and 24 g/t Ag.

Deposit Types

This section details relevant deposit types that are applicable to exploration on the Twenty Mile Property and surrounding area, and has been sourced from Ash and Alldrick (1996), Panteleyev (1996a-b), Ray (1995, 1998), and Sinclair (2007).

Porphyry Copper Deposits

Porphyry systems are generally described as relatively deep (paleodepth of approximately 1 - 6 km), low grade, and high tonnage deposits whose mineralization is associated with porphyritic igneous intrusions. These magmas typically form during active subduction or in post-subduction environments underneath volcanic arcs and are classified based on generative magma chemistry ranging from alkalic to calc-alkalic systems. Alkaline porphyry systems are typically more Cu-Au rich and calc-alkaline porphyries are more Cu-Mo rich.

Alteration halos surrounding porphyry deposits can extend up to several km's away from the porphyry centre and are characteristic of this deposit type. Alteration in porphyry systems is governed by the temperature and pH of the fluids as they migrate away from the porphyry center. Alteration within and immediately around the porphyry intrusion is a potassic alteration core consisting of potassium feldspar, shreddy biotite, and actinolite alteration of the country rocks and intrusion. As the fluids migrate away from the porphyry centre and decrease in temperature, the alteration assemblages are dominated by sericite and sericite-chlorite alteration. The outer zones of the porphyry system often undergo chlorite-epidote-carbonate (propylitic) alteration which can extend several km's away from the centre of the porphyry. As the system collapses and shuts down, meteoric water circulates through the rocks causing argillic alteration near surface. Fluids that migrate to the surface will generally become more acidic due the change in pressure and an advanced argillic alteration lithocap environment will form above the porphyry intrusion (Sinclair, 2007).

Mineralization in porphyry systems generally consists of low-grade Cu-Mo-Au mineralization hosted in veins, veinlets, and breccias generated from fluids released from the porphyry intrusion. Primary mineralization can consist of bornite, chalcocopyrite and molybdenite. Systems that have been subject to erosion can experience supergene enrichment where the sulphide ore minerals are changed to Cu oxides such as malachite, azurite and chrysocolla (Sinclair, 2007).

Epithermal Quartz Veins (Low Sulphidation)

Epithermal quartz veins occur at depths varying from surficial to approximately 1 km deep. These deposits can be hosted by volcanic or sedimentary sequences and may also occur in orogenic terranes. An important characteristic of the country rock however is its permeability, as this has a direct affect on fluid flow. Low sulphidation epithermal deposits are most commonly found in younger geological units due to difficulties in preservation

Mesothermal Quartz Veins

Mesothermal quartz vein hosted gold deposits are formed within deep transcrustal fault zones in response to terrane collisions. These transcrustal fault zones occur at depths of 6 to 12 km in the brittle-ductile transition zone at pressures between 1 to 3 kbar and temperatures from 200° to 400° C. Au-bearing mesothermal veins are interpreted to form after compressional and transpressional events related to accretion of oceanic terranes during the post-Middle Jurassic, such as the collision of terranes in the Cordilleran Orogen of Western Canada (Ash & Alldrick, 1996). These major structures act as conduits for CO₂rich (5-30 mol% CO₂), low salinity (<3 wt% NaCl) aqueous fluids, with high Au, Ag, As(± Sb, Te, W, Mo) and low Cu, Pb, Zn metal concentrations. Au is deposited at crustal levels within and near the brittle-ductile transition zone with deposition caused by sulphidation (the loss of H₂S due to pyrite deposition) primarily as a result of fluid-wallrock reactions.

In more competent lithologies, tabular fissure veins are the primary deposit form. In contrast, less competent lithologies tend to form veinlets and stringers which form stockworks as the primary deposit form. Mineralized splays typically show the most complex structure, with evidence for multiple episodes of veining and deformation. Structurally, rocks under these conditions deform plastically when strained slowly, but fracture brittlely during rapid deformation, such as during seismogenic fault slippage (i.e., shear zones at these depths display both brittle and ductile deformation features). Often, the largest concentrations of gold are found near the intersection of quartz veins with serpentinized or ultramafic rocks. Serpentine bodies can also be used to delineate favourable regional structures (Ash and Alldrick, 1996).

Skarns

Skarns form as a result of alteration of country-rocks (typically carbonate) by high temperature, mildly acidic fluids of magmatic origin. These fluids dissolve carbonates thereby forming space for development of calc-silicate mineral assemblages. Formation fluids are typically low-CO₂ and saline (10-50 wt% NaCl). The depth and temperature for the formation of skarn deposits is variable, ranging from 1 to several km deep and 400- 700 °C respectively.

Most economic skarns are classified as calcic exoskarns. Exoskarns form as a result of replacement of the country rock, as opposed to the endoskarn which forms within the intrusive body providing the formation fluids. Development of the exoskarn occurs predominantly where the main fluid flow is outwards from the intrusion. These economic calcic exoskarns may be enriched in Fe, Cu, Ag, Pb, Mo, W, tin (Sn), Au, arsenic (As), uranium (U), rare earth elements (REE), F, and boron (B). Furthermore, ore minerals present in calcic exoskarn deposits typically are: scheelite (CaWQ₄), wolframite (Fe,MnWQ₄), cassiterite (SnO₂), magnetite (Fe₃Q₄), base-metal sulphides (FeS₂, Fe_{1-x}S, CuFeS₂), and Au.

The intrusion events associated with skarn deposits may include sills, dykes, or stocks of varying compositions. Mineralization may form as disseminated grains within the host rock, irregular lenses, tabular ore bodies, or localized along fractures, folds, faults and sill-dyke margins. The most common tectonic setting Au, copper skarns occur where Andean-type plutons intrude older continental-margin carbonate sequences. However, in British Columbia, these gold-copper skarns have been found to be associated with oceanic island arc plutonism. Also specific to British Columbia is the age of these Au-Cu skarns, which are typically Early-Middle Jurassic in age (Ray, 1995, 1998).

Exploration

The Issuer has not conducted any exploration on the Twenty Mile Property as of the effective date of this Technical Report. The following text summarizes recent exploration completed by J2, at the Twenty Mile Property.

2022 Soil Sampling

In the summer and fall of 2022, J2 completed soil sampling programs over the Twenty Mile Property. Six northeast-southwest oriented Mobile Metal Ion (MMI) soil sampling grid lines for were designed for the TM claims (Figure 9.1). The east-west oriented soil sampling grid over the western side of the Burn claim block consisted of three grid lines of conventional soil sampling and seven grid lines of MMI soil sampling (Figure 9.1). In 2025, A portion of the TM claim block was allowed to purposely lapse which contained a portion of Line "C", and all of lines "D", "E" and "F".

2022 Twenty Mile (TM) MM/ Soil Sampling Program

The 2022 MMI soil sampling program over the TM claims focused on two grid areas: North grid, and Central grid. Soil sampling grid lines are referred to as A - F from north to south. A total of 336 samples were taken over the 6 grid lines (Figures 9.2 - 9.7). The soil sampling program took place from August 13th, 2022, to October 7th, 2022. The reconnaissance and infill sampling were conducted by two-person crews, with a helicopter assisted four-person crew used to close out the sampling program. Nine anomalous zones were identified by the sampling program, and are presented in Figure 9.8.

In order to better to define anomalies identified from the MMI soil sampling program, efforts were made by the Company to calculate the average background levels for elements of interest: Ag, Au, Cd, Ce, Co, Cu, Mo, Ni, Pb, Sb, U, and Zn. Mean background values were calculated by taking the mean value of the lowest 25% of values for

each element. This calculation used the 2022 sampling results from the TM claims, as well as MMI sampling results from R. Haslinger's adjacent WUD claims (Mark, 2022). Calculated mean background levels for the select elements are presented below in Table 9.1. These average background values were then used to calculate what J2 refers to as a "response ratio", which is obtained by dividing the element value from the field sample by the mean background value for that element. Histograms displaying the stacked response ratios for each soil sample collected along a sampling grid line, as well as the corresponding anomalous zones, are presented in Figures 9.9 to 9.14.

Table 9.1. Mean Background Levels for Select Elements

	Ag	Au	Cd	Ce	Co	Cu	Mo	Ni	Pb	Sb	U	Zn
(ppb)	4.89	0.179	2.22	31.96	17.48	64.1	1.99	15.67	23.85	0.25	5.42	20

A total of nine anomalous zones were identified by the 2022 MMI soil sampling program over the TM claims (Figure 9.8):

Anomaly 1 is a 1200 m wide zone of anomalous Cu, Ag, Au, and Ni located on Line 1 of North Grid (Figure 9.9). Of the 24 samples collected within the zone, 14 samples returned greater than 1000 ppb Cu, with a top result of 8750 ppb Cu. This anomaly is underlain by the mapped Witch Lake formation volcanoclastic rocks.

Anomaly 2 is underlain by the mapped Witch Lake volcanics and comprises a 300 m wide soil anomaly of elevated Cu, Au, Ni, and Cd, and depleted Pb and Zn along Line B of North Grid (Figure 9.10). Ni values show the most significant increase within this zone, in conjunction with Cu and Cd.

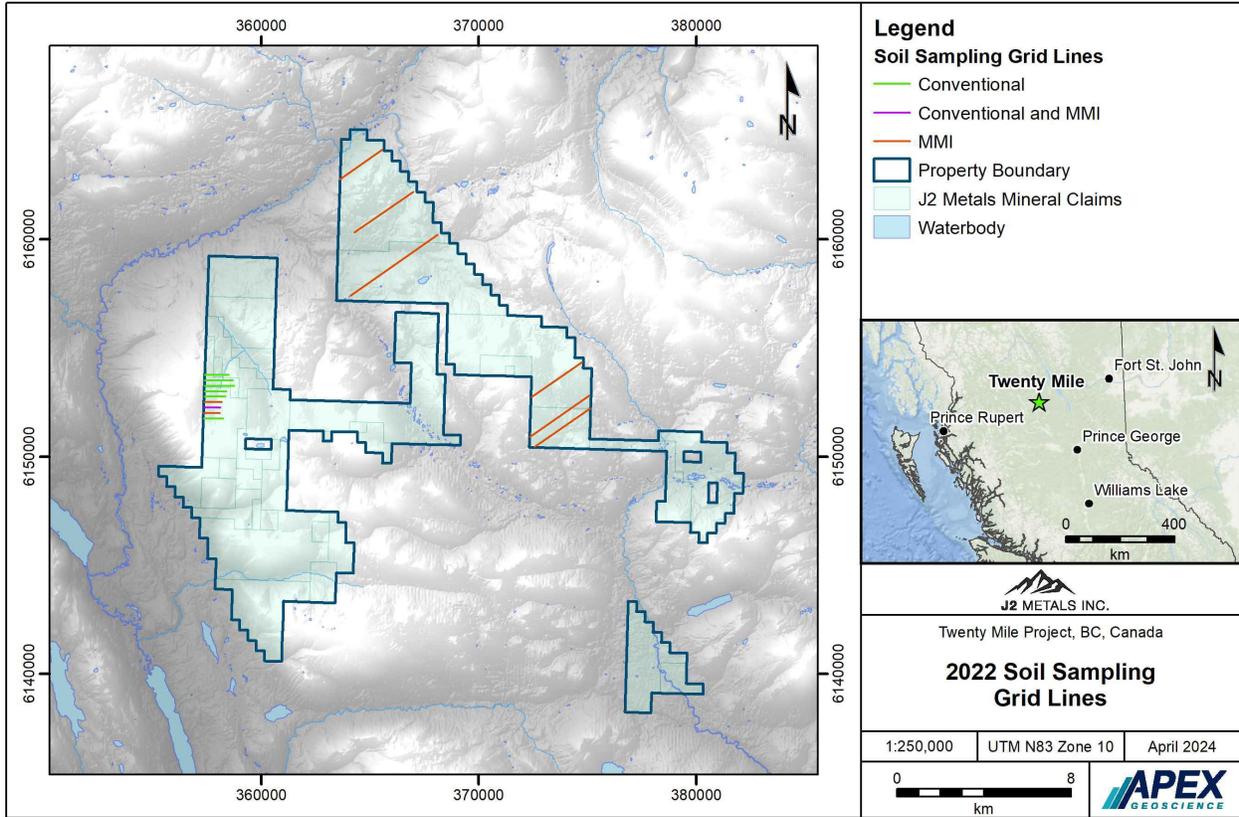
Anomaly 3 is a small 75 m wide anomaly along Line B of North grid comprising anomalous Cu, Ag, and Au values, as well as being depleted in Sb, Pb, and Zn (Figure 9.10). This zone is also underlain by the mapped Witch Lake Formation.

Anomaly 4 is a 550 m wide zone of elevated Cd, Ce, Co, Cu, Ni, Sb, and Zn along Line B of North grid, and represents the highest total values of the 12 select elements compared to their average background levels (Figure 9.10). Ni values of up to 174 times greater than the mean background levels occur within the anomaly.

Anomaly 5 is a 375 m wide zone along Line C of North gride consisting of minorly anomalous Cu, Au, Mo, and U values, and is spatially associated with a northwest oriented fault that cuts through the underlying volcanics (Figure 9.11). Mo spikes on the flanks of the anomaly reach 36 and 23 times the mean background levels for Mo.

Anomaly 6 is a 300 m wide anomaly of elevated Ni, Cd, Cu, and Au along Line C of North grid (Figure 9.11). This anomaly may be related to Anomaly 5, as it follows the same general regional magnetic trend.

Figure 9.1 2022 Soil Sampling Grid Lines



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Figure 9.2 TM MMI Soil Sampling Ag Results 2022

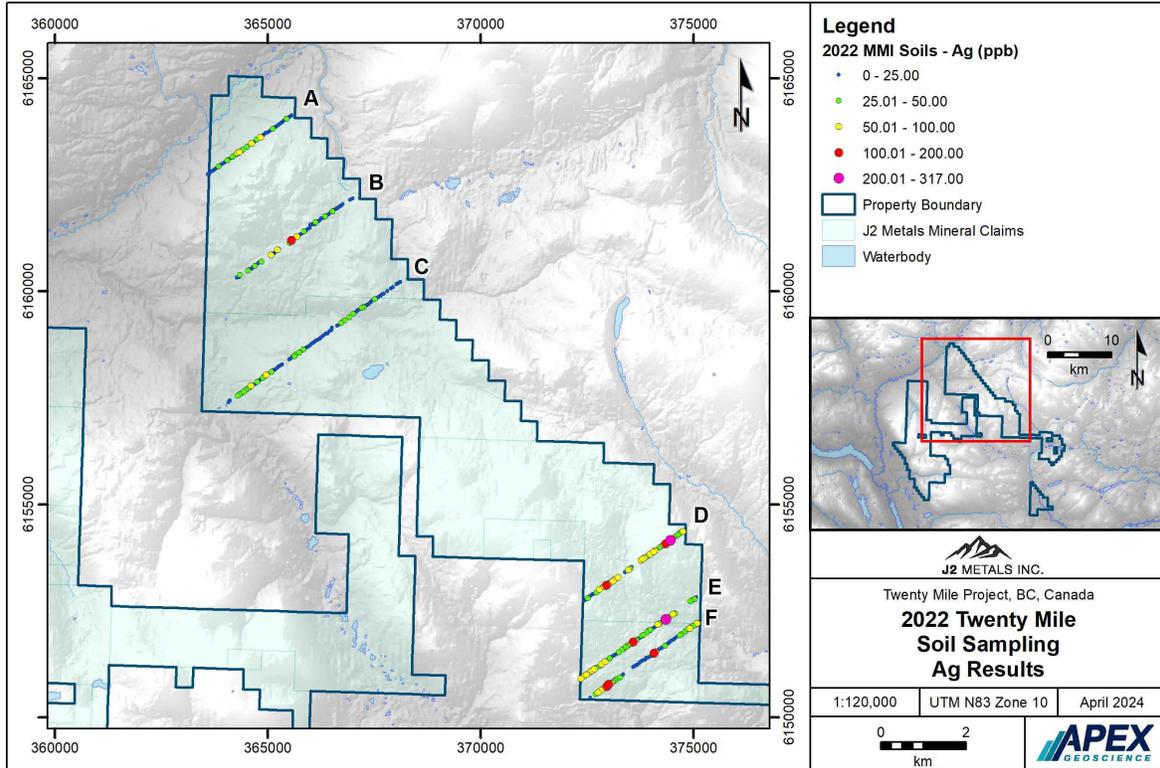


Figure 9.3 TM MMI Soil Sampling Au Results 2022

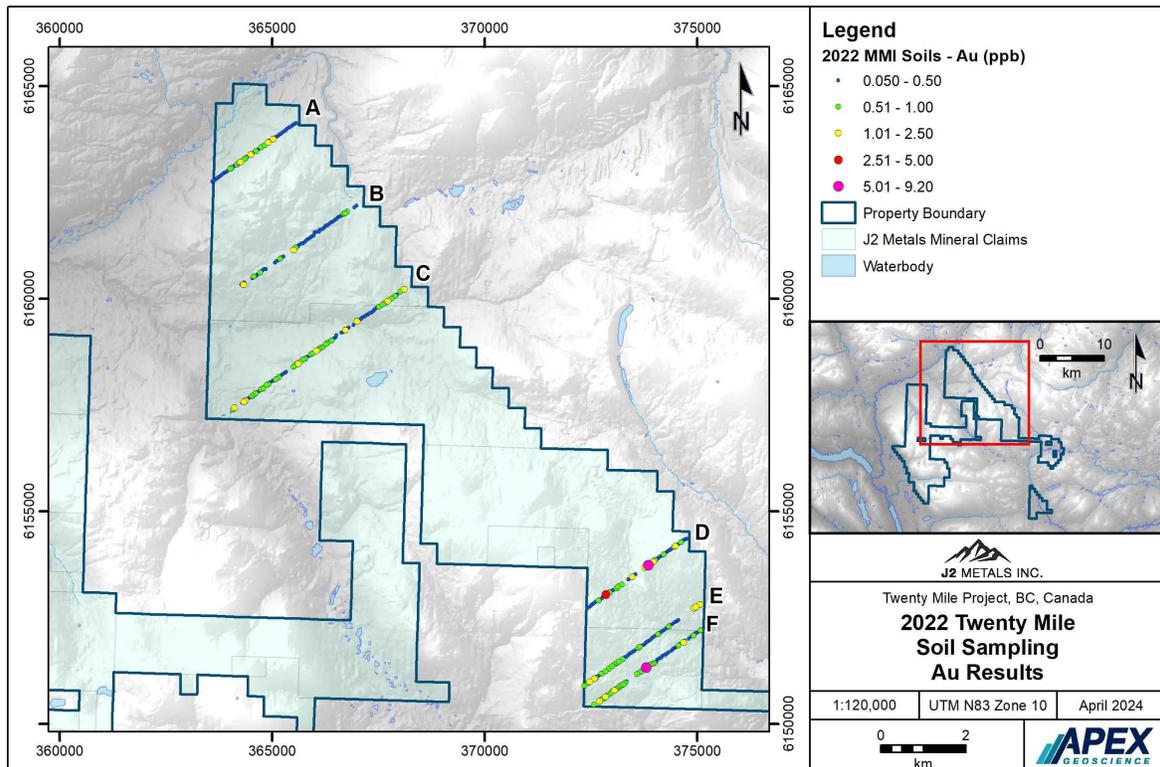


Figure 9.4 TM MMI Soil Sampling Cu Results 2022

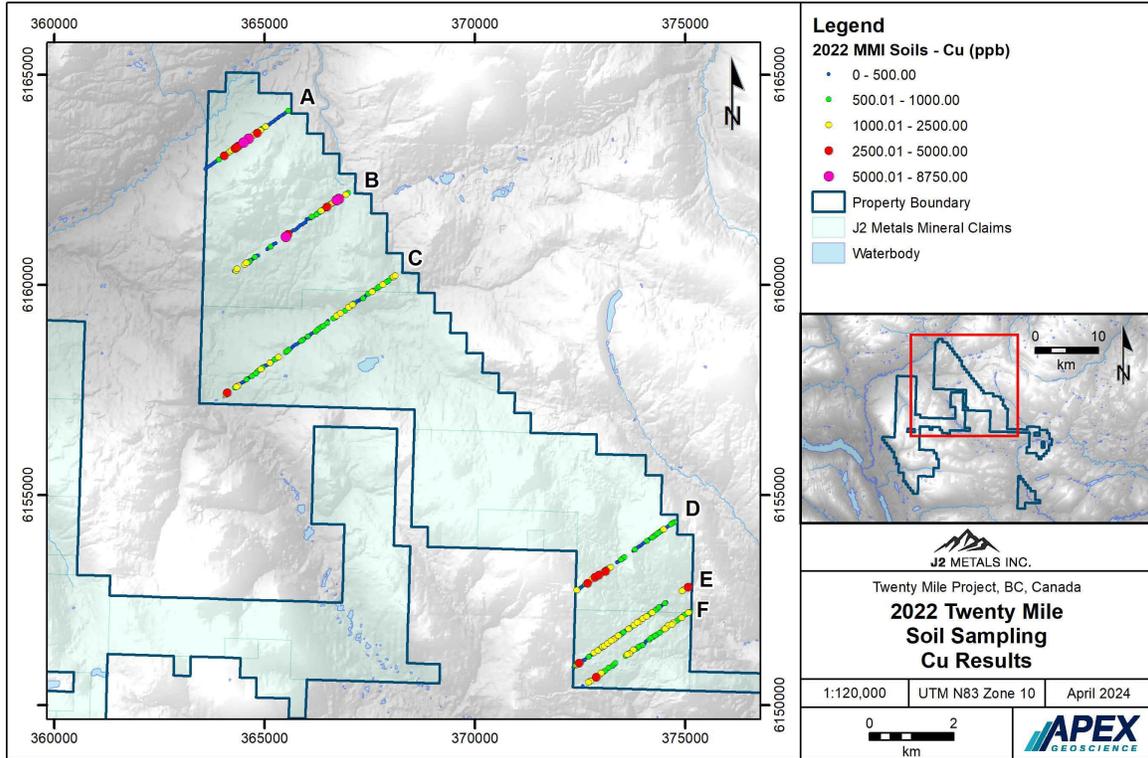


Figure 9.5 TM MMI Soil Sampling Mo Results 2022

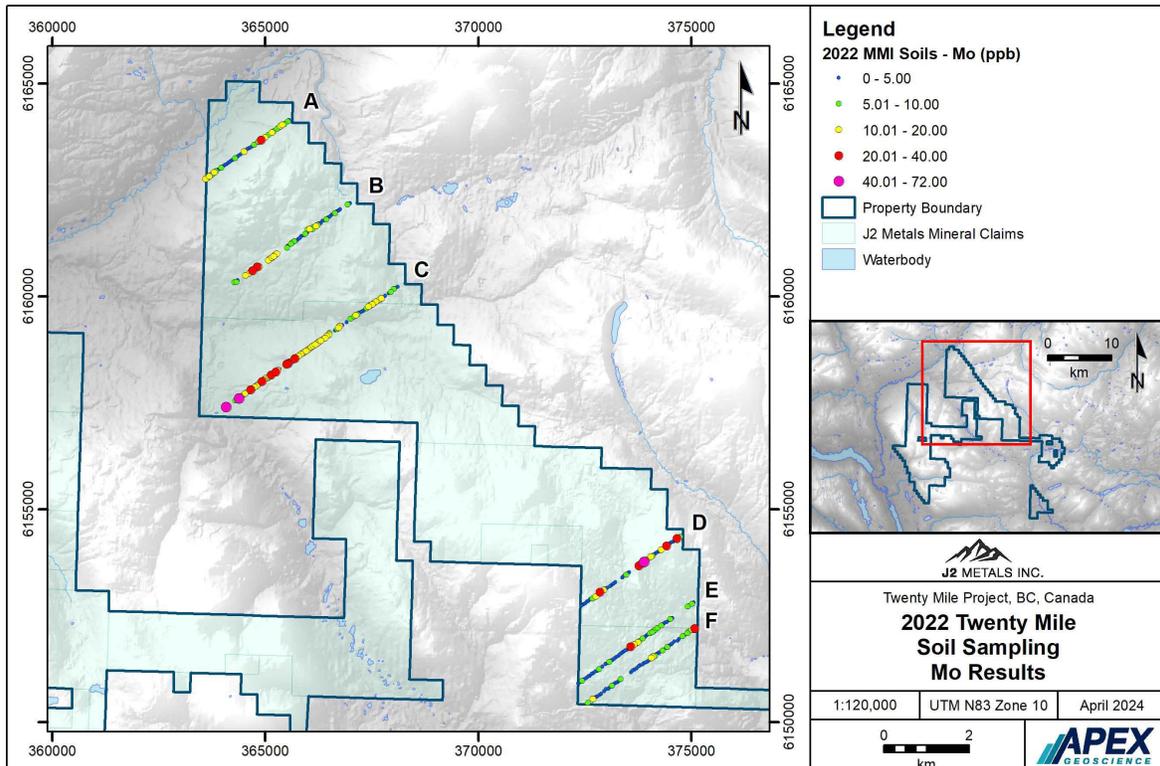


Figure 9.6 TM MMI Soil Sampling Pb Results 2022

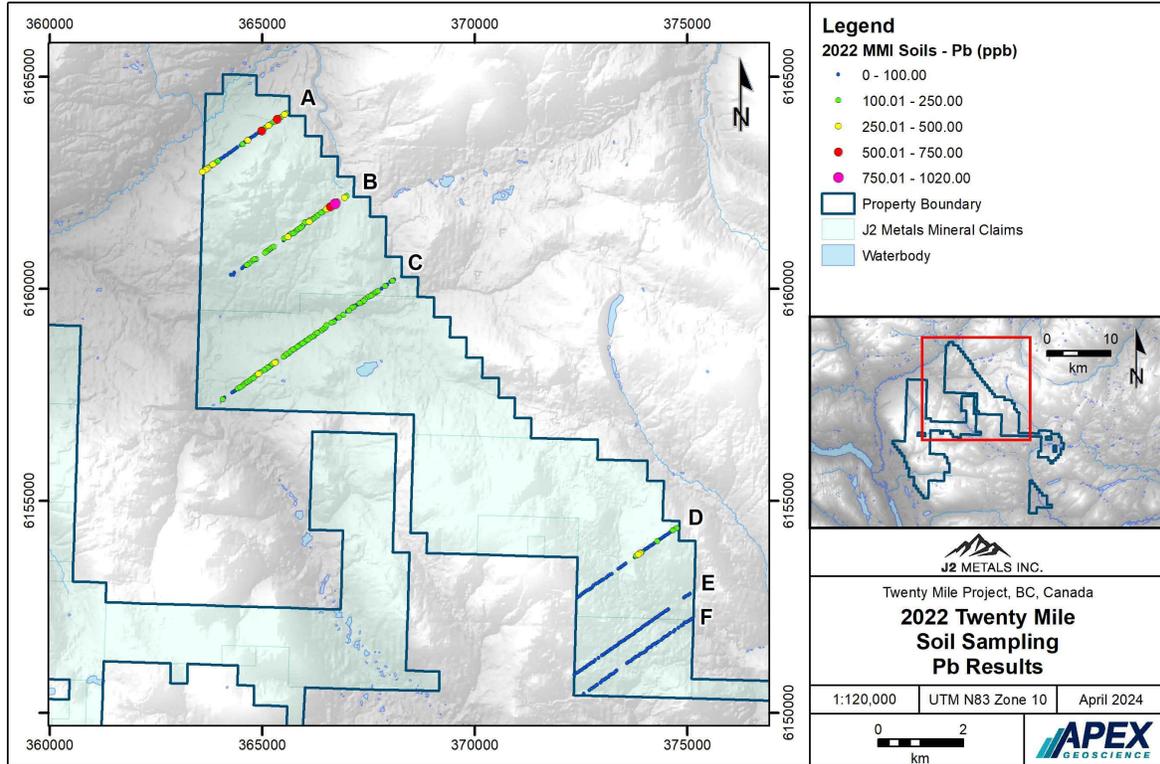


Figure 9.7 TM MMI Soil Sampling Zn Results 2022.

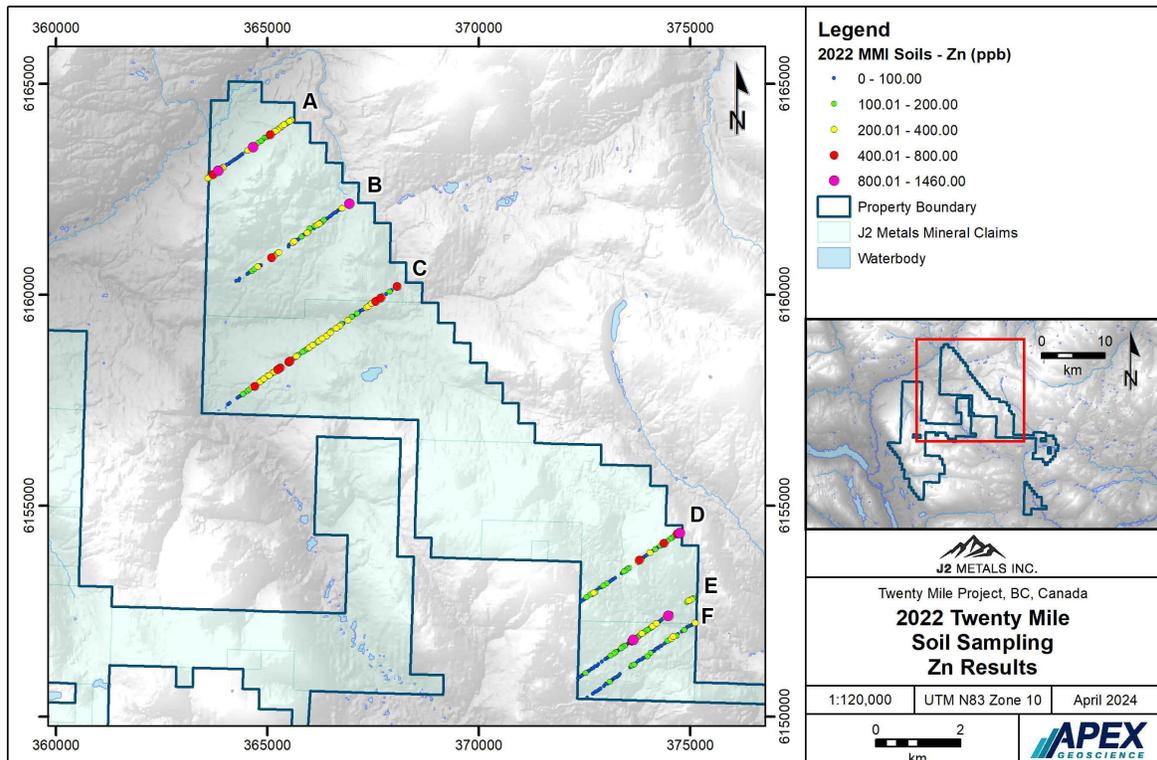
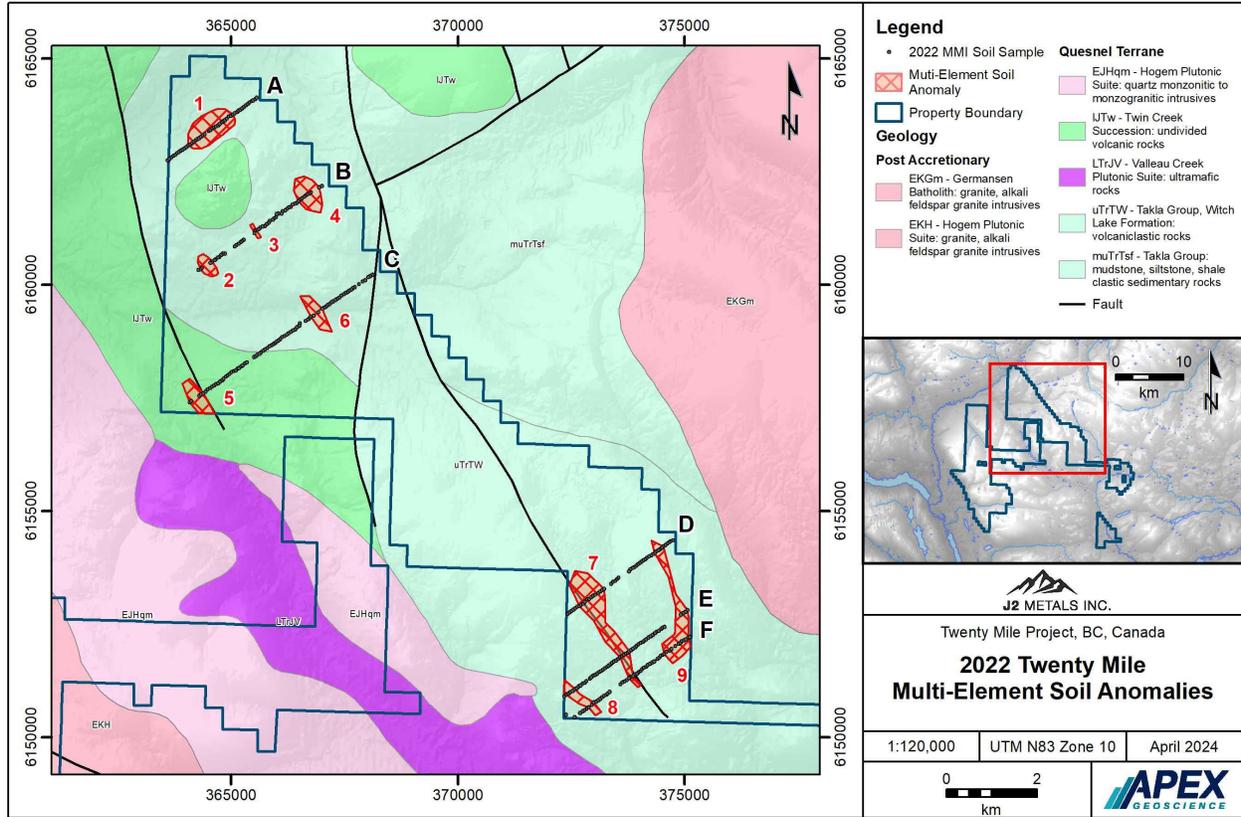


Figure 9.8 TM Multi-Element Soil Anomalies 2022



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Figure 9.9 TM 2022 MMI Soil Sampling Response Ratio Histogram (Line A)

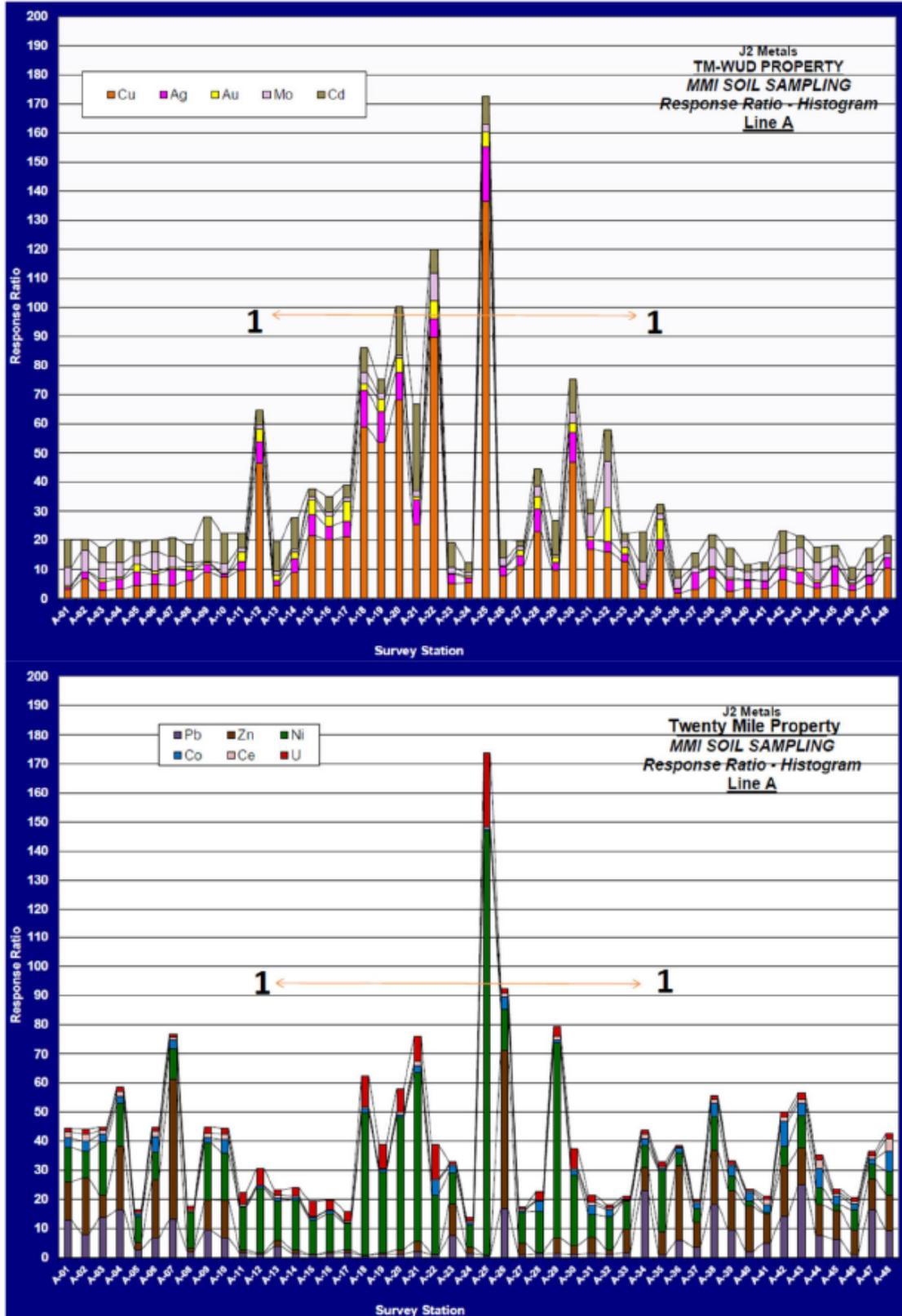


Figure 9.10 TM 2022 MMI Soil Sampling Response Ratio Histogram (Line B).

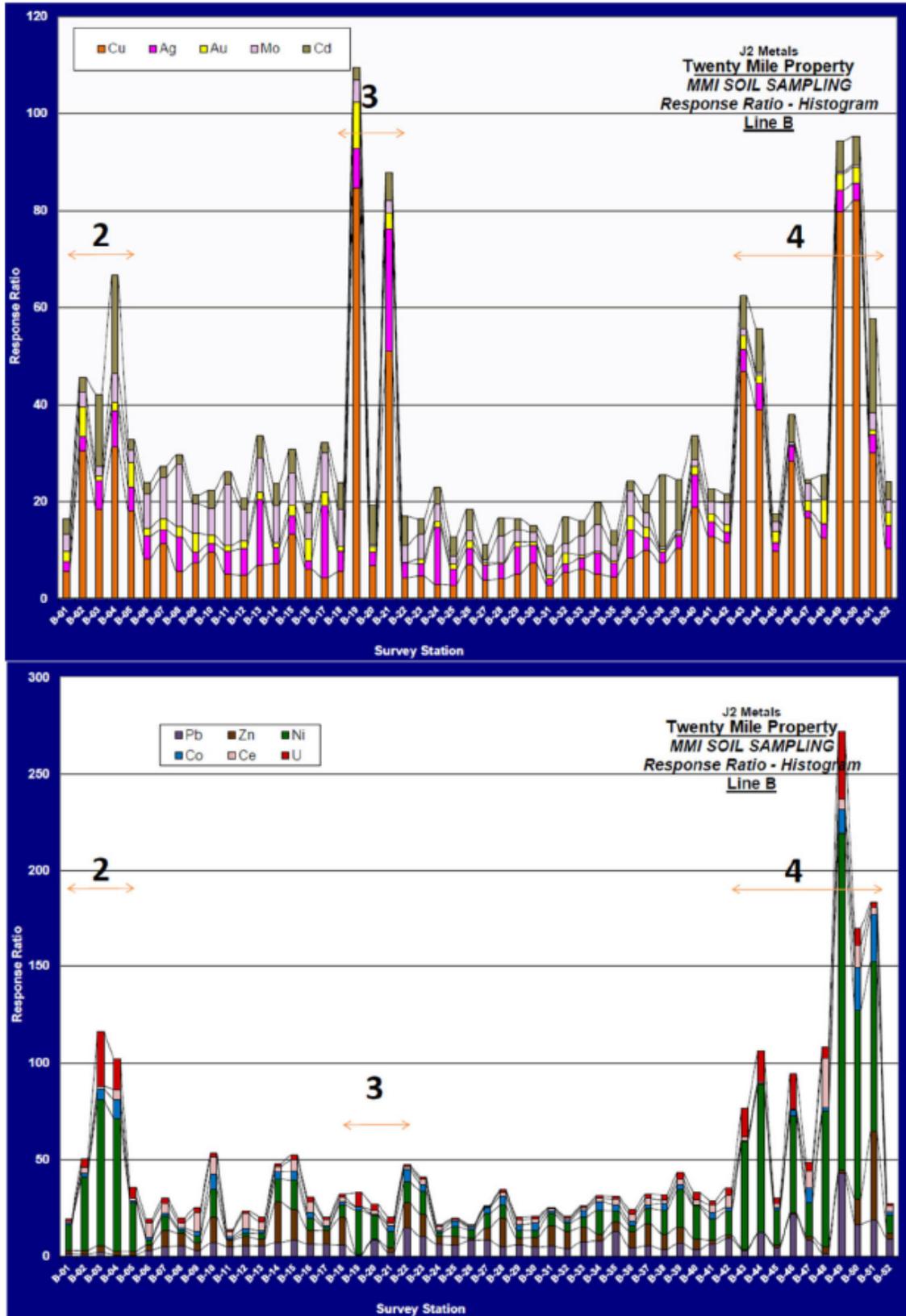


Figure 9.11 TM 2022 MMI Soil Sampling Response Ratio Histogram (Line C)

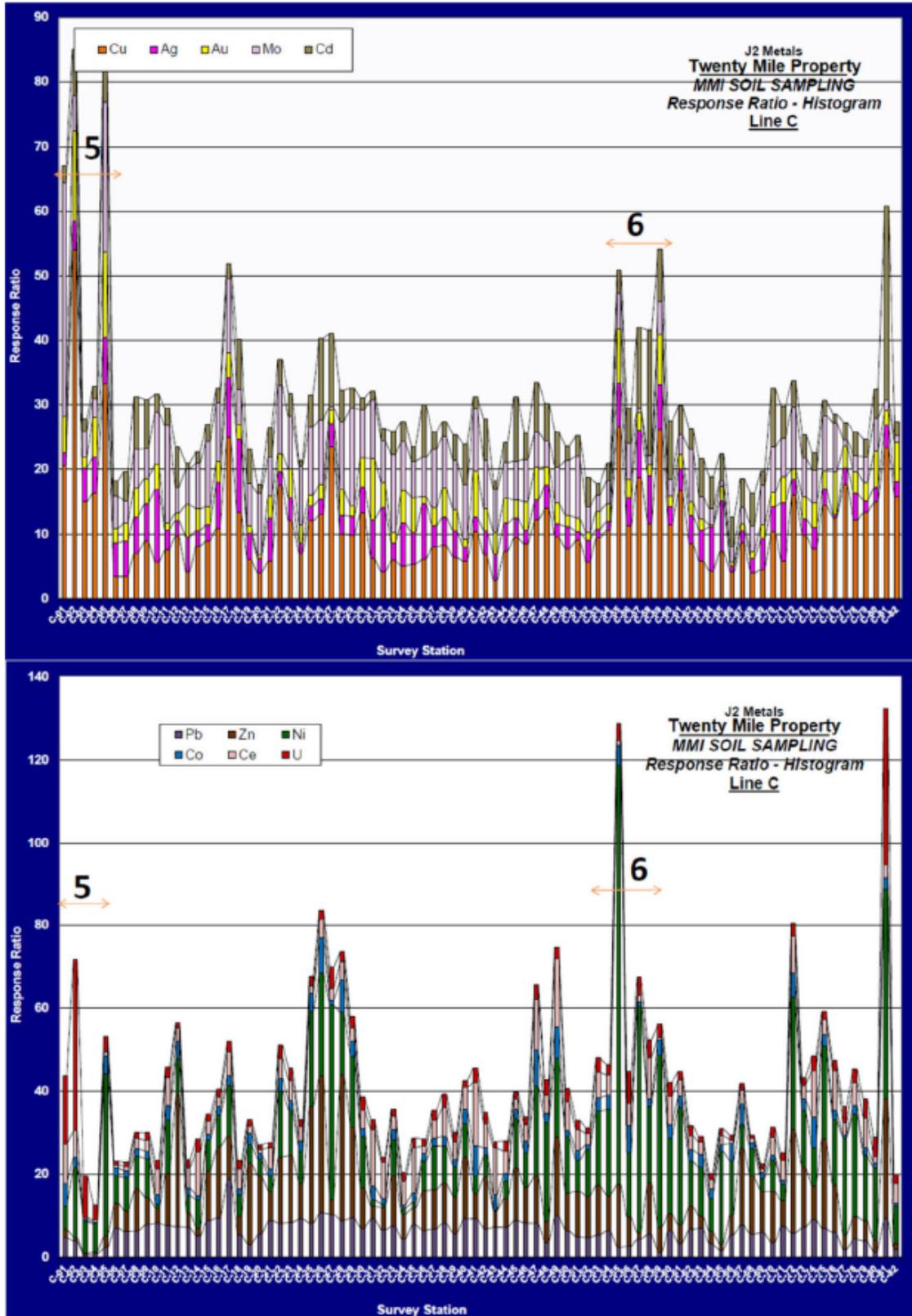


Figure 9.12 TM 2022 MMI Soil Sampling Response Ratio Histogram (Line D)

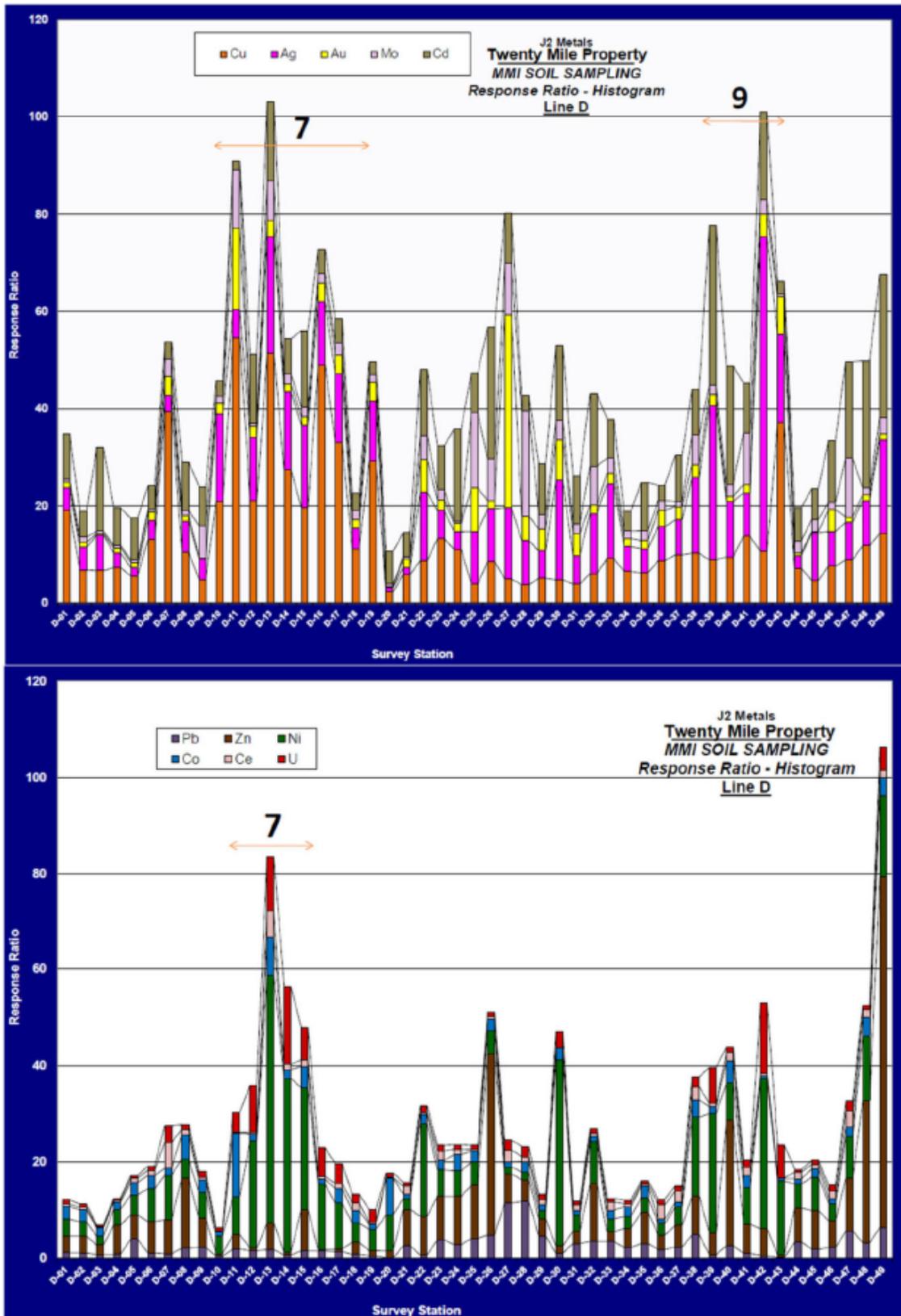


Figure 9.13 TM 2022 MMI Soil Sampling Response Ratio Histogram (Line E)

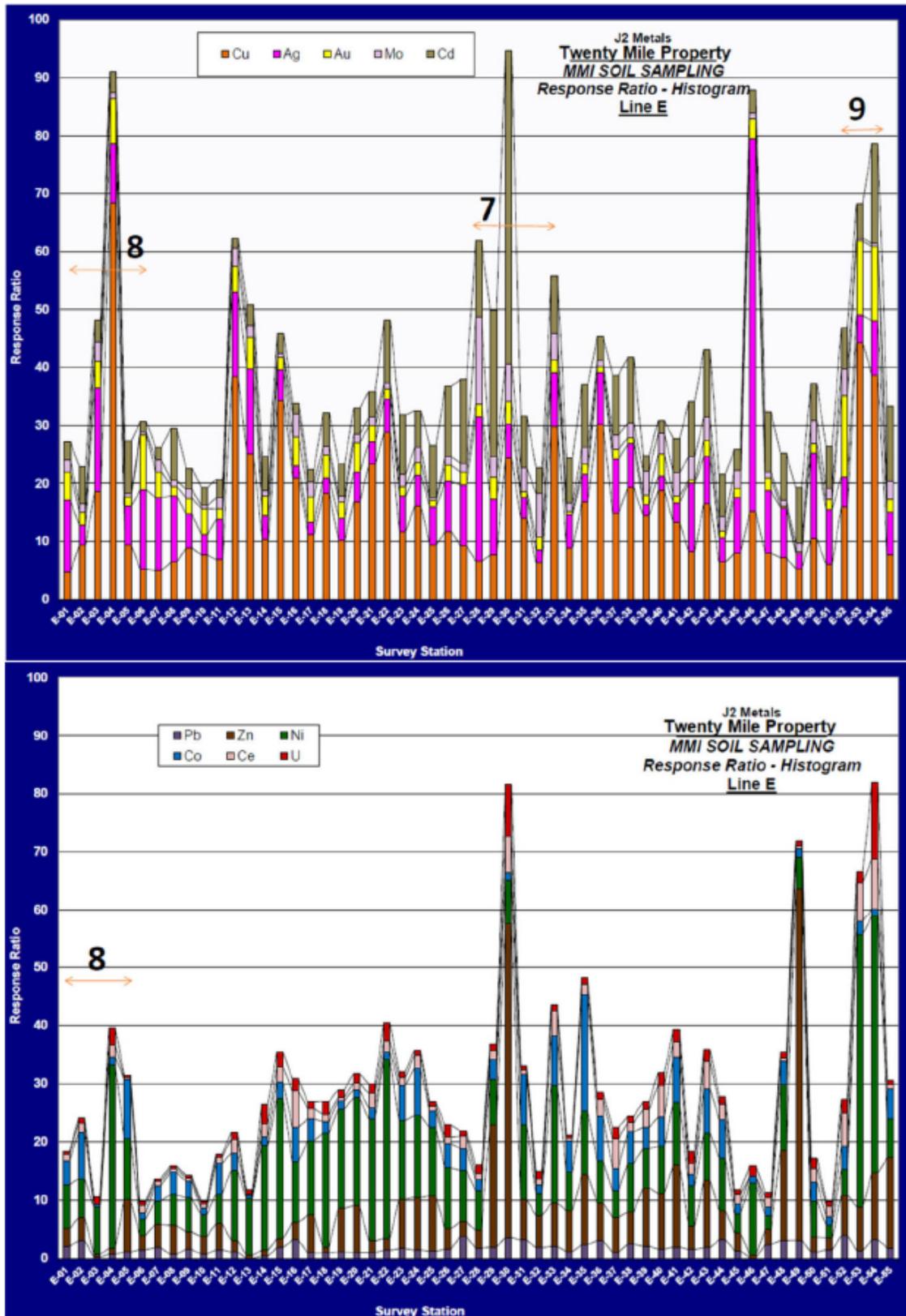
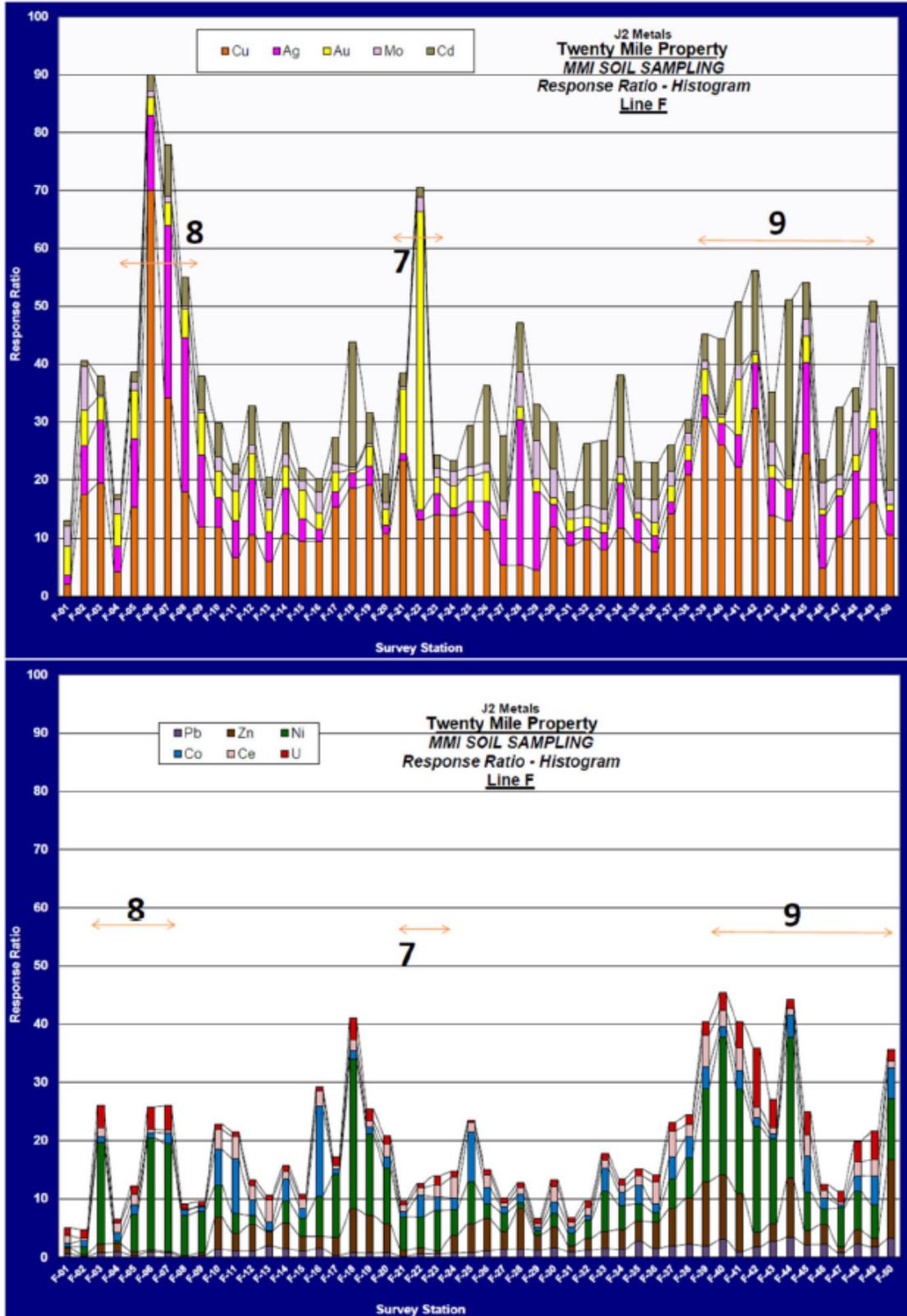


Figure 9.14 Figure 9.11 TM 2022 MMI Soil Sampling Response Ratio Histogram (Line F)



2022 Burn Soil Sampling Program

The 2022 soil sampling grid within the Burn claims was designed to infill and expand upon the existing Burn West anomaly, as well as test the effectiveness of utilizing MMI soil sampling over a known anomaly.

2022 Burn MMI Soil Sampling

The 2022 MMI soil sampling program at Burn consisted of 41 samples collected along three east-west oriented grid lines over the existing Burn West anomaly (Figures 9.15- 9.20). Please note that inset maps are used in Figures 9.15-9.20 where multiple soil sample types have been collected along the same lines and, throughout these figures, conventional soil samples are displayed as colored squares and MMI soil samples are displayed as colored circles.

The Burn West copper-in-soil anomaly is shown in Figure 9.17, and is a compilation of soil data from Kiska's 2011 and Placer Development's 1979 soil sampling results, where values greater than 150 ppm Cu were deemed anomalous. Samples were spaced 50 m apart and grid lines were spaced 250 m apart. MMI soil samples were collected on Lines F, G and H.

Eleven elements of interest were chosen for determining response ratios for each MMI soil sample collected from Burn: Ag, Au, Ce, Cd, Co, Cu, Mo, Ni, Pb, U, and Zn. The mean background values calculated for the TM MMI soil sampling program were also used for determining response ratios for the Burn MMI soil samples. The rationale for this decision was that there were a limited number of MMI samples collected at Burn (n = 41), and that conducting a focused sampling trial over a known anomaly would create artificially high background values that would not be indicative of the greater Burn claims area. Stacked histograms of response ratios for MMI soil samples collected from the Burn grid are presented in Figures 9.21-23.

Several anomalous zones were identified by the 2022 MMI sampling program, confirming the existence of the extensive soil anomaly in the Burn West area. Of the 41 samples collected, 27 samples had response ratios that were 100 times above the average background threshold, which can be considered highly anomalous. Reasons for the high portion of samples returning anomalous values may be due in part to the metal enriched nature of the underlying Hogem batholith, or may partially be a result of using element background values from the TM dataset. Overall, these results validate the usefulness of the MMI method for future exploration work on the Twenty Mile Property.

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Figure 9.15 Burns Soil Sampling Ag Results 2022

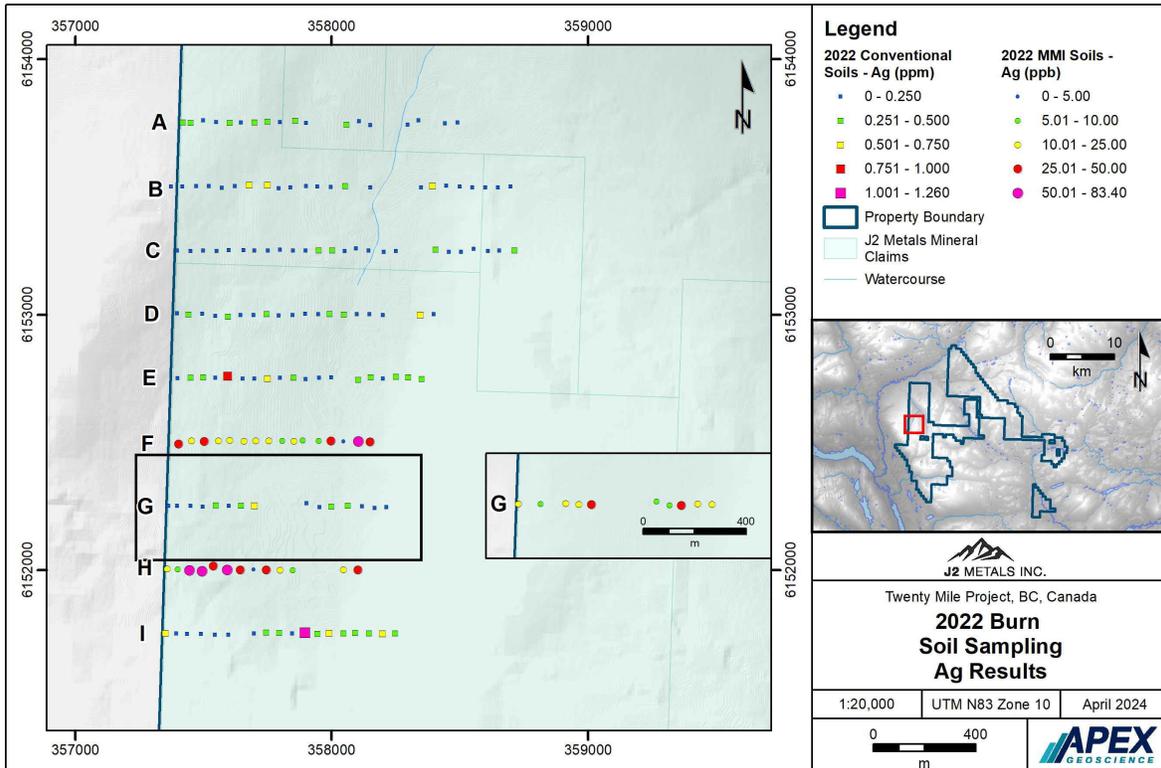


Figure 9.16 Burns Soil Sampling Au Results 2022

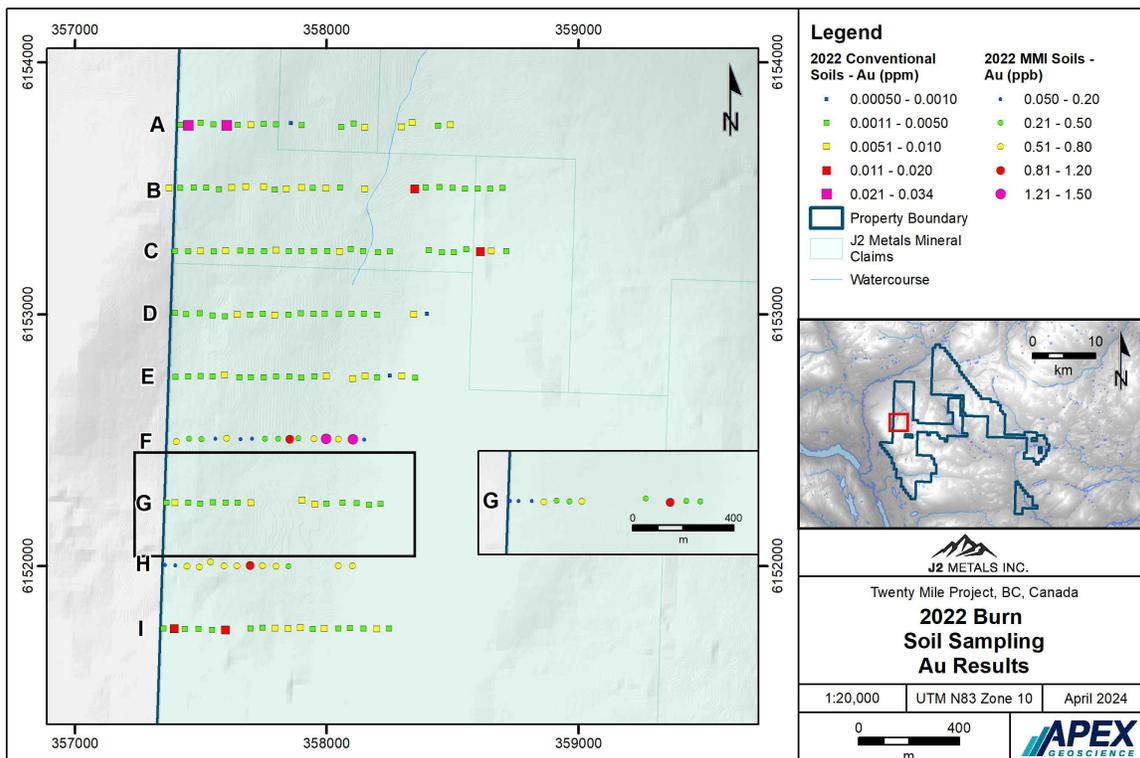


Figure 9.17 Burns Soil Sampling Cu Results 2022

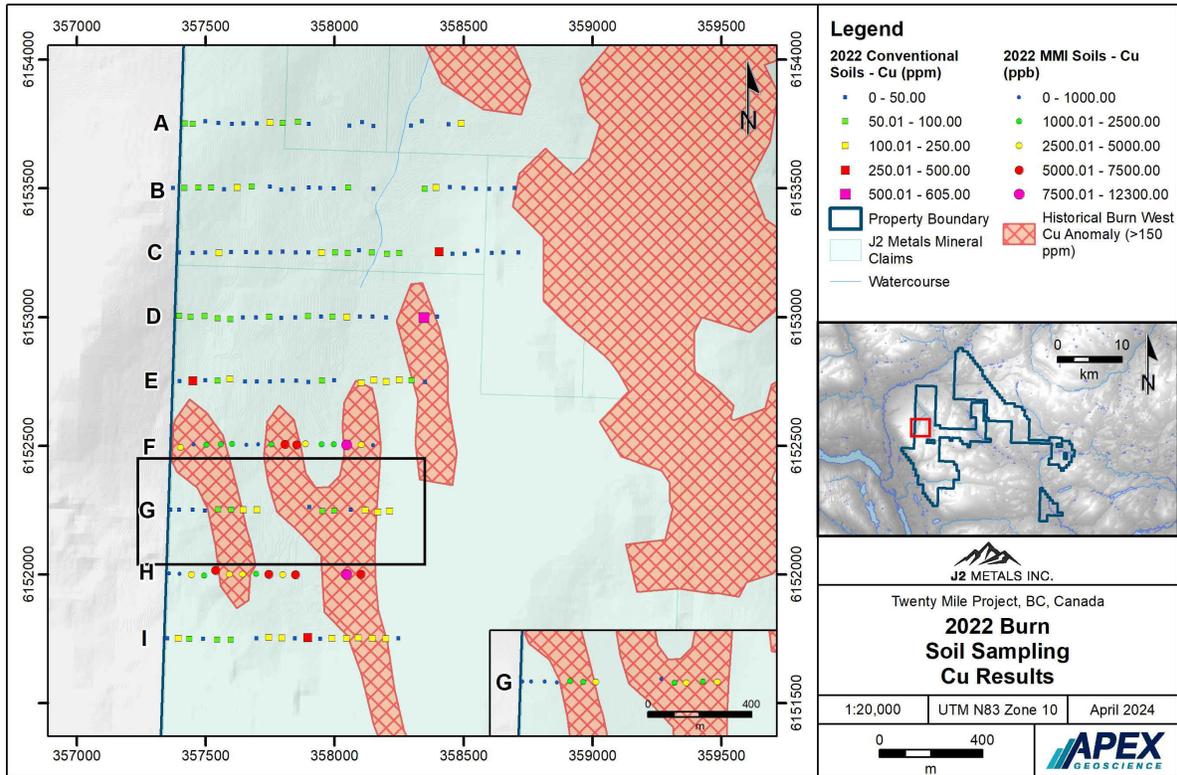


Figure 9.18 Burns Soil Sampling Mo Results 2022

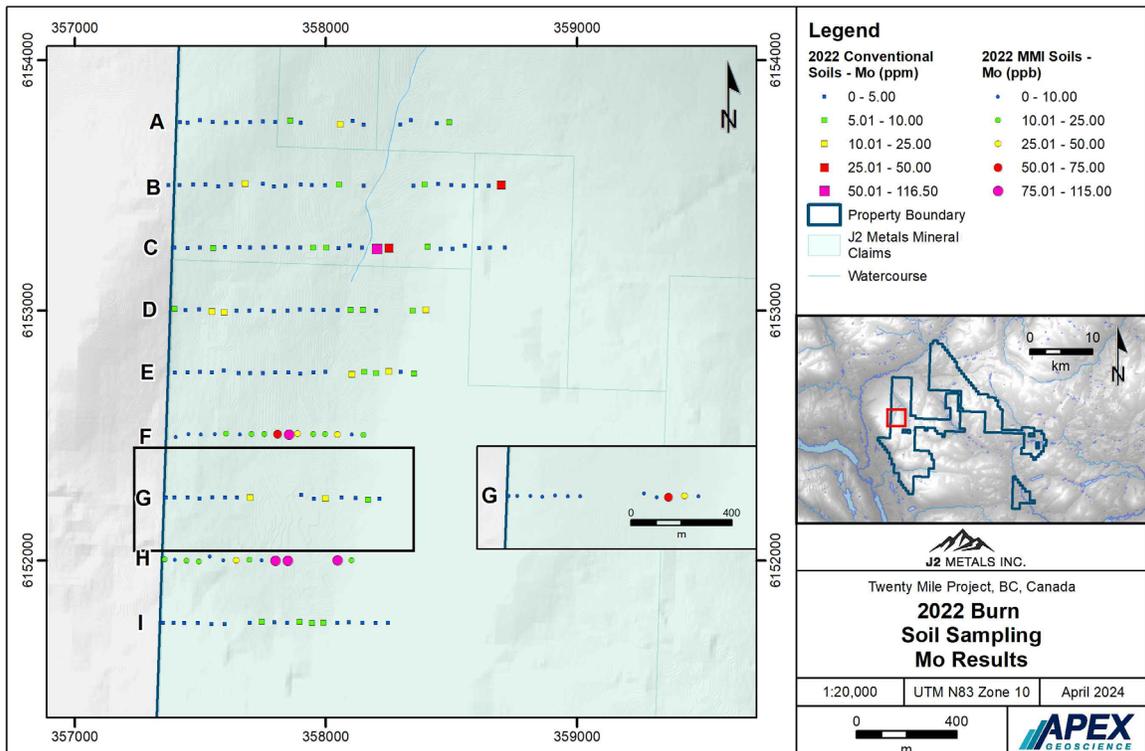


Figure 9.19 Burns Soil Sampling Pb Results 2022

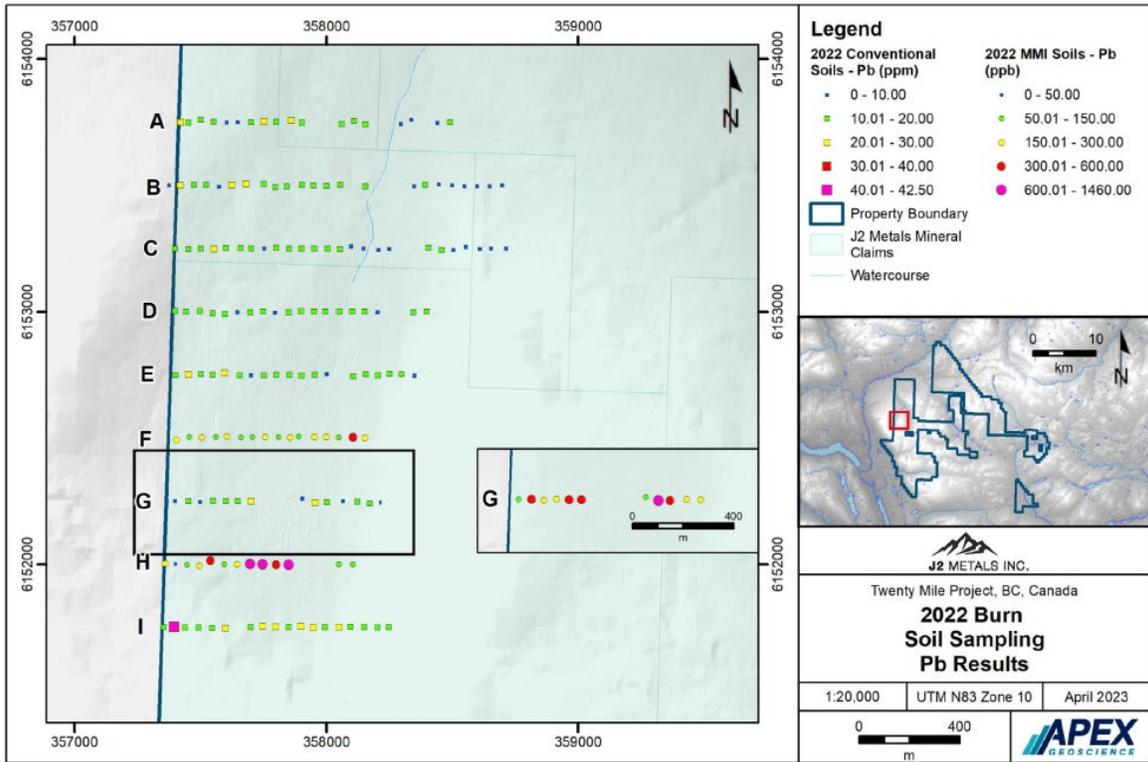


Figure 9.20 Figure 9.18 Burns Soil Sampling Zn Results 2022

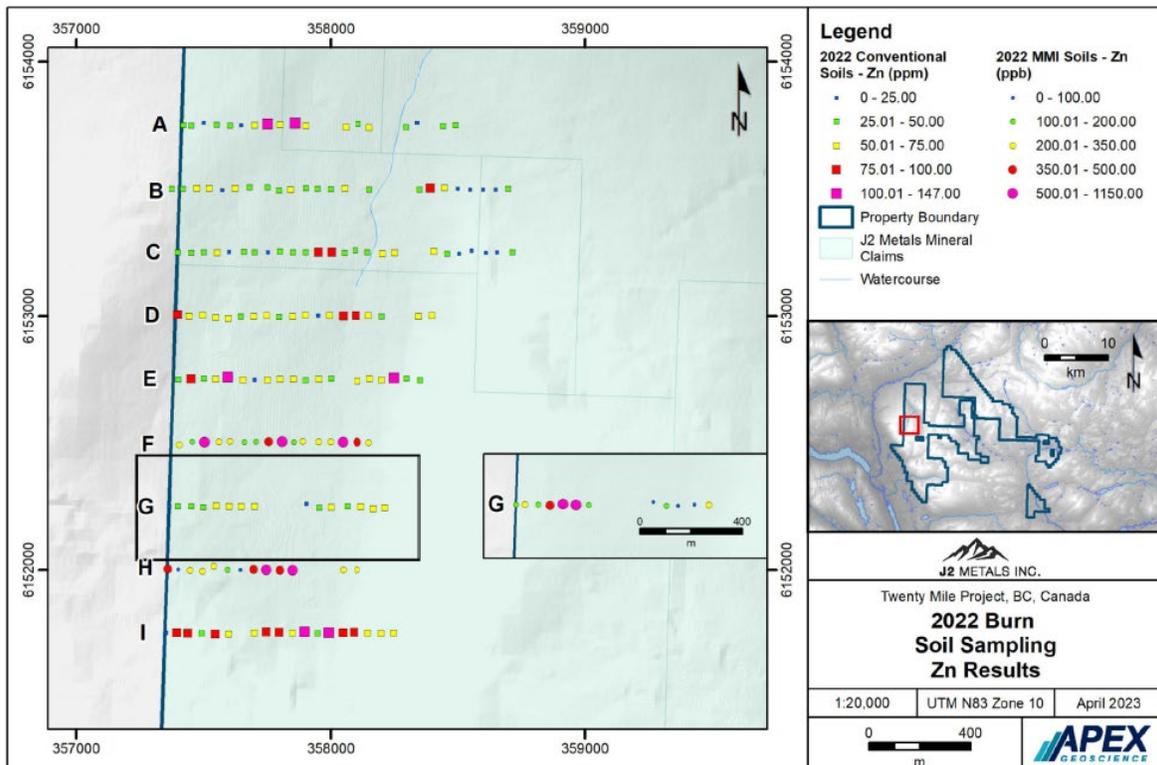


Figure 9.22 Burns 2022 MMI Soil Sampling Ratio Histogram (Line G)

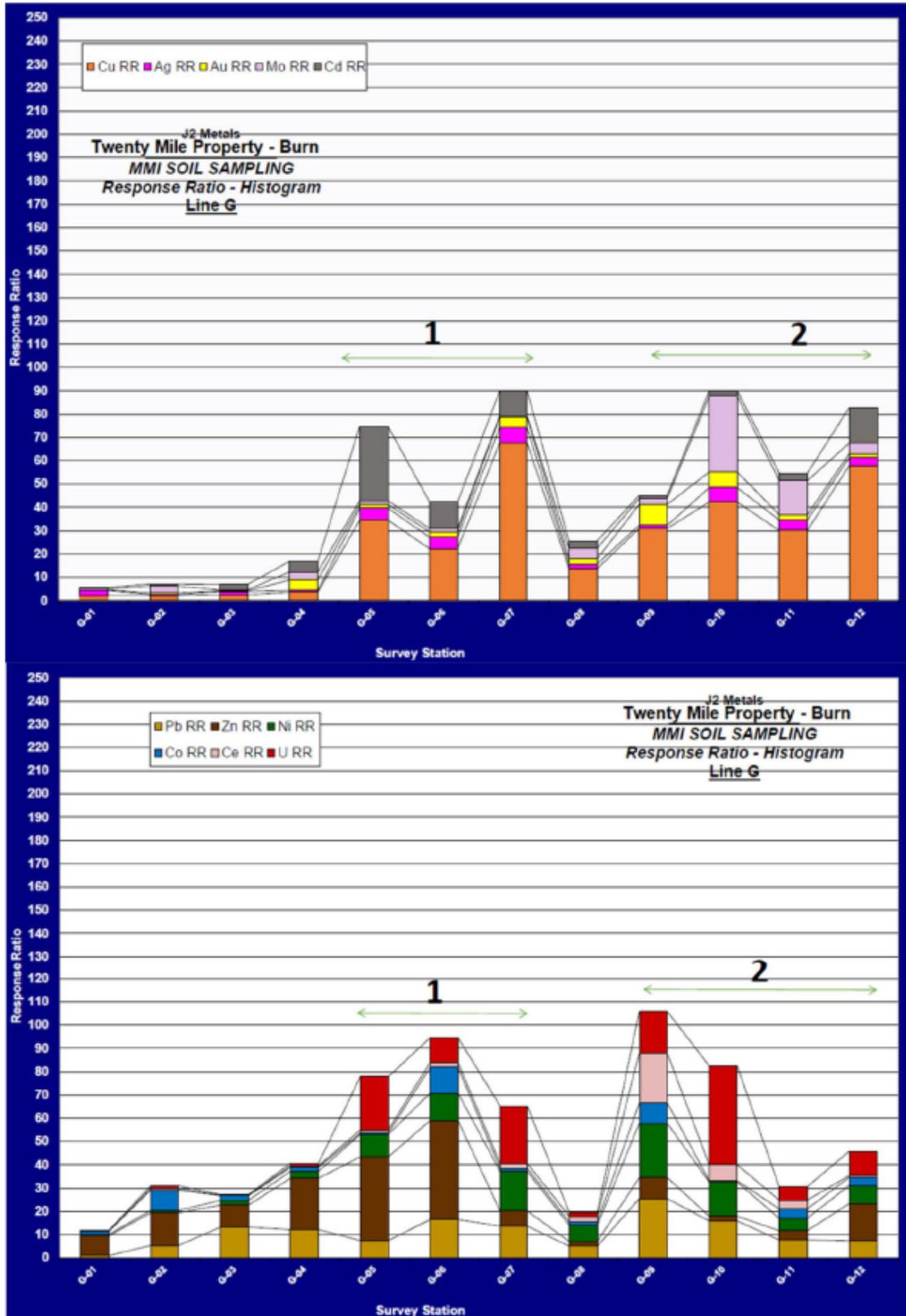
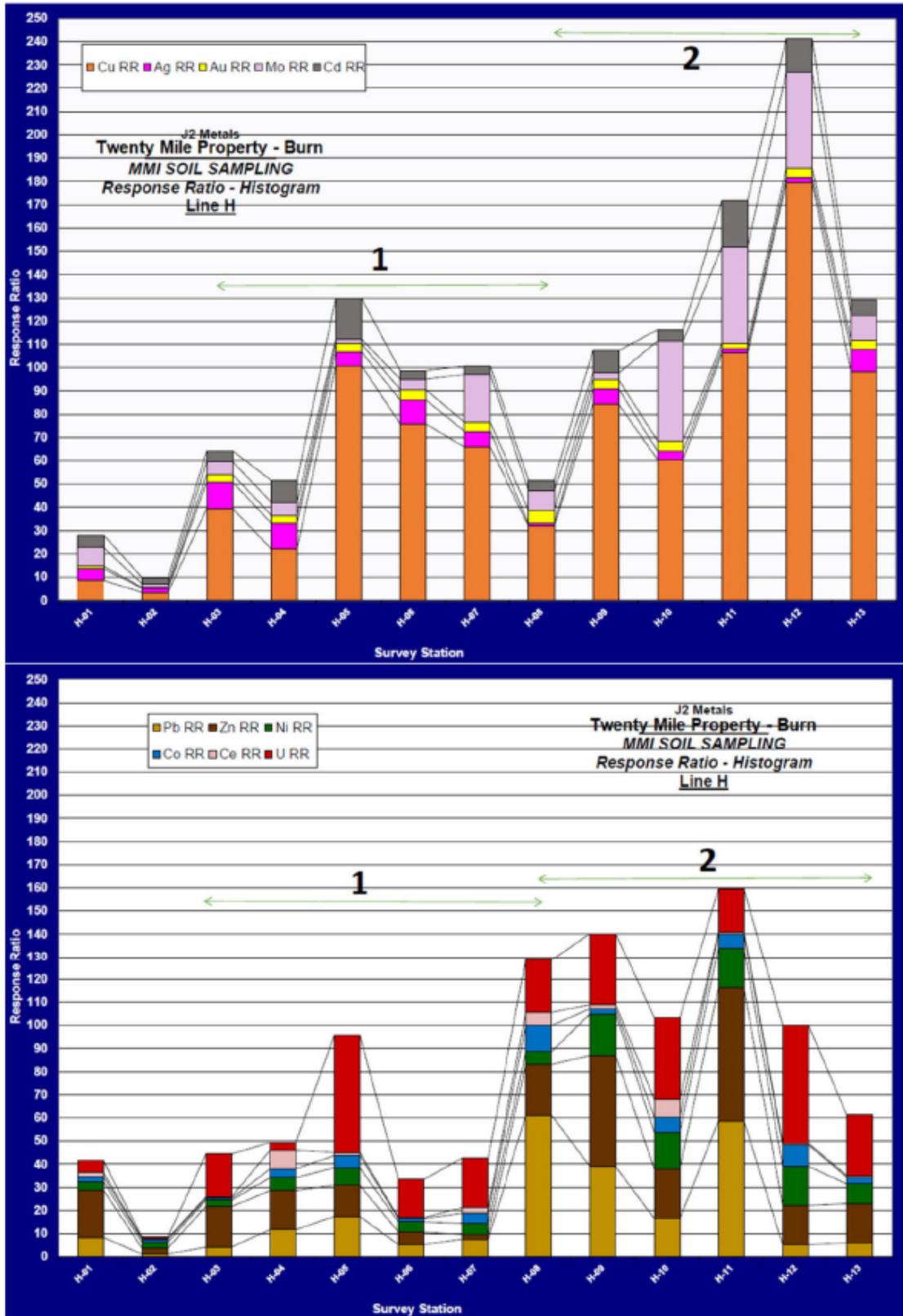


Figure 9.23 Burns 2022 MMI Soil Sampling Ratio Histogram (Line H)



2022 Burn Conventional Soil Sampling

The 2022 Conventional soil program at Burn consisted of 7 sampling lines oriented east-west over the historical Burn West anomaly. Sample stations were spaced 50 m apart and grid lines were spaced 250 m apart. These samples were designed to infill and extend north the coverage of the 2011 Kiska soil grid. A total of 137 soil samples were collected, however, one sample (11S123220) lays just outside the Twenty Mile Property boundary. Conventional B-level horizon soils were taken on Burn lines A,B,C,D,E,G and I.

Conventional soil sampling results for Ag, Au, Cu, Mo, Pb, and Zn are plotted on Figures 9.15-20. Conventional soil Cu results ranged from a low of 4.9 ppm Cu to a maximum return of 605 ppm Cu (Figure 9.17). Sample 11S123155 returned 605 ppm Cu and lies within the northern tip of one of the Burn West anomalies, and several samples that were collected outside of the current Burn West anomaly returned greater than 500 ppm Cu (Figure 9.17).

Drilling

Neither the Issuer nor J2 has conducted any drilling on the Twenty Mile Property as of the effective date of the Twenty Mile Report. Refer to Section 6 of the Twenty Mile for a summary of the historical drilling completed on the Twenty Mile Property.

Sample Preparation, Analyses and Security

The Issuer has yet to conduct exploration on the Twenty Property. The following text summarizes the sample preparation, analyses, and security procedures employed during J2's 2022 soil sampling programs.

J2 Soil Sampling 2022

Mobile Metal Ion Soil Sample Collection, Preparation and Security

The MMI sampling procedure involved first removing the organic material from the sample site (AO layer), and then digging a pit over 25 cm deep with a metal shovel. The sides of the pit were then cleaned with a plastic garden trowel to remove any possible contamination from the metal shovel. Sample material was then scraped from the sides of the pit over the measured depth interval of 10 cm to 25 cm. Approximately 250 g of sample material was collected and then placed into a doubled plastic zip-lac freezer bag with the sample location marked on the bag.

A total of 377 soil samples were sent for MMI analysis during the program. Batches of samples were securely packaged into rice bags. All MMI samples were shipped to the SGS Canada Inc. facility (SGS) in Burnaby, BC by Bandstra Transportation Systems Ltd.

Conventional Soil Sample Collection, Preparation and Security

Samples were taken along a predetermined transect that was perpendicular to regional geology and regional magnetic trends. Sample stations were set 50 m apart and suitable sites were chosen by the sampler from areas where well developed soil profiles were visible. Where sites contained excess water and suitable samples could not be taken, an attempt was made to find a better site within 5 m. Where this was not possible, sample locations were moved perpendicular to the line to maintain sample quality. At their respective sites, 400 to 500 g of 8-horizon soil were filled into paper bags with their associated sample tag and labelled with the sample tag number. Sample locations were also recorded on a handheld Garmin GPS as backup.

Samples were left to dry as much as possible in a secure location prior to shipping. A total of 137 soil samples were sent for conventional analysis during the program. Batches of samples were securely packaged into rice bags and personally delivered to the ALS Global Laboratories (ALS) sample preparation facility in Kamloops, B.C by Graham D. Giles of J2.

Analytical Procedures

SGS MM/ Soil Samples

At the SGS facility, the testing procedure begins with weighing 50 g of the sample into a plastic vial fitted with a screw cap. Next, 50 ml of the MMI-M solution is added to the sample, which is then placed in trays and put into a shaker for 20 minutes. MMI-M solution is a neutral mixture of reagents that are used to detach loosely bound ions of any of the 53 elements from the soil substrate and formulated to keep the ions in solution. These samples are allowed to sit overnight, then are placed in a centrifuge for 10 minutes. The solution is then diluted 20 times for a total dilution factor of 200 times, and is then transferred into plastic test tubes, which are then analyzed by inductively coupled plasma mass spectrometry (ICP-MS) (SGS Canada Inc., 2023).

ICP-MS results for the 53 elements are processed automatically, loaded into the laboratory information management system (LIMS) where the quality control parameters are checked before final reporting. SGS is an accredited laboratory with ISO/IEC 17025:2017 accreditation from the Standards Council of Canada. SGS is independent of J2 Metals, APEX, and the author.

ALS Conventional Soil Samples

The 2022 conventional soil samples were prepared and analyzed by ALS Global Laboratories (ALS). ALS is an accredited laboratory with ISO/IEC 17025:2017 accreditation from the Standards Council of Canada. ALS is independent of J2 Metals, APEX, and the author. During sample preparation (PREP-41A) at the ALS facility in Kamloops, B.C, samples are dried and then dry-sieved using a 180 µm (Tyler 80 mesh) screen. The plus-fraction is retained for the duration of the free storage period. The prepared samples are then sent by ALS to their facility in Vancouver, BC. At the ALS facility in Vancouver, B.C, 25 g of prepared sample undergoes aqua regia digestion, where they are partially digested at low temperatures using a 1:3 ratio of nitric and hydrochloric acid. The digested sample is then analyzed using a combination of ICP-MS and inductively coupled plasma atomic emission spectroscopy (ICP-AES) for trace level Au and multi-elements (AuME-TL43) (ALS Global, 2023).

Quality Assurance - Quality Control

No field duplicates or certified reference material (CRM or Standard) were inserted by J2 into the sample stream during the 2022 soil sampling field program.

iSGS Quality Assurance - Quality Control

SGS Quality Assurance and Quality Control methods involve the insertion of sample reduction blanks and duplicates, method blanks, weighed pulp replicates, and reference materials. The insertion frequency of these QA/QC samples is 14%. Sample reduction blanks, method blanks, and reagent blanks are used to assess (and correct for when appropriate) responses other than those inherent to the blank material. If a failure occurs that cannot be accounted for based on set rules for exemption, then a minimum of 25% of the samples including the failed blank is repeated. Repeated sample failure results in investigation and repeating the entire batch. Repeats are performed based on the percentage of reference materials, duplicates, and replicates inserted into a batch that fail, which ranges from 25-100 % (SGS Canada Inc., 2023).

ALS Quality Assurance- Quality Control

Quality assurance and quality control (QA/QC) measures at ALS include routine screen tests to verify crushing and pulverizing efficiency, sample preparation duplicates (every 50 samples), and analytical quality controls (blanks, standards, and duplicates). Quality control samples are inserted with each analytical run, with the minimum number of QC samples dependant on the rack size specific to the chosen analytical method. Results for quality control samples that fall beyond the established limits are automatically red-flagged for serious failures and yellow-flagged for borderline results. Every batch of samples is subject to a dual approval and review process, both by the individual analyst and the Department Manager, before final approval and certification (ALS Global, 2023).

Adequacy of Sample Collection, Preparation, Security and Analytical Procedures

The author has reviewed the adequacy of the sample preparation, security, and analytical procedures and found no significant issues or inconsistencies that would in any way affect the quality or validity of the data.

Data VerificationData Verification Procedures

The data verification completed by the Author involved a review of the exploration data for the Twenty Mile Property, which comprises the soil geochemical survey conducted by J2 Metals in 2022.

Soil sampling data was provided in Excel spreadsheets and ESRI shapefile formats. The Author imported the soil sampling data into ArcGIS software to verify sample locations, and all sample site locations appeared to be correct.

The Qualified Person site inspection is summarized below and occurred on June 12, 2023. To determine that no material work has been conducted on the Property since the date of the author's site inspection to the effective date of the Twenty Mile Report, the QP verbally confirmed and received documentation from Graham Giles, the Vice President of Exploration for J2, stating that no material work has been completed on the Twenty Property since the date of Mr. Turner's site inspection.

Qualified Person Site Inspection

Andrew Turner, P.Geol., P.Geol., author of the Twenty Mile Report, conducted a visit to the Twenty Mile Property on June 12, 2023. The visit involved flights to and around the property by helicopter from Prince George, with two stops on the Property. The first stop was at an old exploration camp near the northern portion of the property where some core from the 1980's was found still reasonably well stacked next to the camp. An examination of the core, purported to have been drilled from historical roads and trails observed near the camp and on portions of the Property, identified zones of mainly propylitic altered intrusive rocks (granodiorite/monzonite) with often quite intense epidote+pyrite alteration, several of which were composite sampled as 23ATP201. A second stop was made along a ridge near the "Good Ole Lorne" occurrence where several samples of altered granodiorite/monzonite were collected (samples 23ATP202 to 23ATP205; Table 12.1, Figure 12.1). Two samples with minor malachite staining (23ATP202 and 23ATP203) were collected, which returned values of 0.144% Cu and 0.85% Cu, respectively. A sample was collected from a small (~5x10m) one of intrusive with quartz veining with minor disseminated pyrite mineralization (23ATP204), which returned values of 0.776 g/t Au and 59.5 g/t Ag, and a final sample (23ATP205) was collected of a small patch of Fe- oxide stained (gossanous) intrusive, which returned an anomalous value of 0.201 g/t (201 ppb) Au (Table 12.2).

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Table 12.1 Summary, Location, and Description of 2023 Qualified Person Sample Collection

Sample ID	Date	Easting*	Northing*	Type	Material	Lithology	Description
23ATP201	12-Jun-23	358504.0	6154230.0	Composite Grab	Old Core	Granodiorite/Monzonite	5 pieces of core with propylitic alteration (epidote, minor chlorite, magnetite) and minor (~1%) disseminated pyrite.
23ATP202	12-Jun-23	359962.7	6150012.2	Grab Sample	Outcrop	Granodiorite/Monzonite	Medium grained, equigranular, medium grey with minor pale green epidote alteration and 1-2% disseminated pyrite.
23ATP203	12-Jun-23	360012.7	6150016.2	Grab Sample	Outcrop	Granodiorite/Monzonite	Medium grained, equigranular, medium grey with minor pale green epidote alteration and minor Fe Ox staining and malachite staining along NW-SE oriented fractures.
23ATP204	12-Jun-23	360012.7	6150016.2	Grab Sample	Outcrop	Quartz Vein in Granodiorite/Monzonite	Grey to white quartz vein, 2-5 cm in width, trace disseminated pyrite, strike = 135, length appeared to be <1 m.
23ATP205	12-Jun-23	360039.2	6150022.0	Grab Sample	Outcrop	Granodiorite/Monzonite	Rusty, gossanous patch of monzonite. Trace disseminated pyrite observed in some fresher pieces.

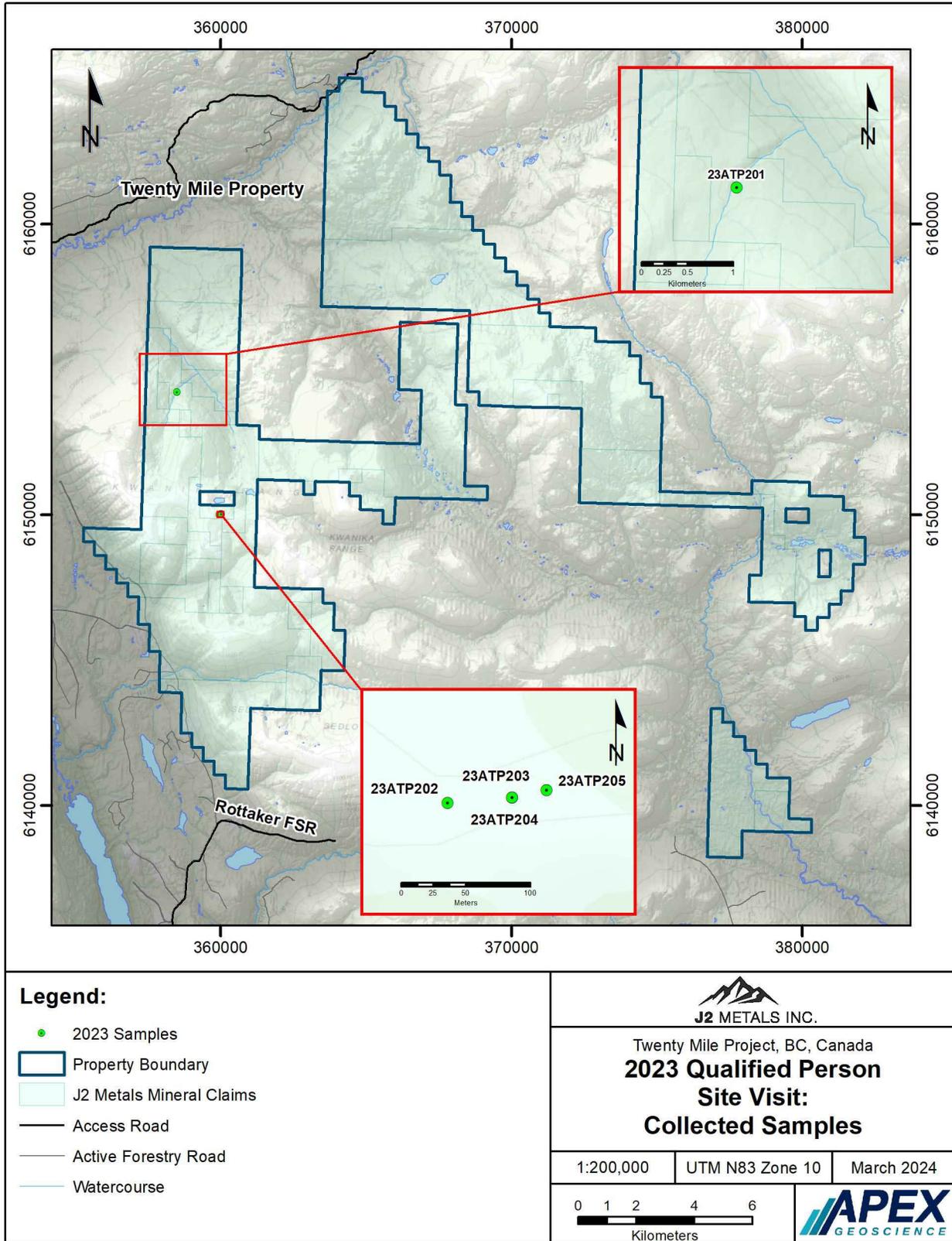
* - NAD83 Zone 10

Table 12:2 Geochemical Results from 2023 Qualified Person Sample Collection

Sample	Au (ppm)	Ag (ppm)	Cu (ppm)	Pb (ppm)	Zn (ppm)	Mo (ppm)	Sn (ppm)	W (ppm)	Ca (%)	Na (%)	K (%)	Al (%)	Fe (%)	Mg (%)	S (%)
23ATP201	0.006	0.06	27	10.7	16	9.28	0.6	13.5	5.14	1.94	1.72	7.18	2.56	0.33	0.19
23ATP202	0.018	1.98	1440	6.1	141	24.8	2.1	1.3	7.28	0.82	1.40	7.81	14.8	3.35	1.64
23ATP203	0.039	4.23	8520	7.5	102	1.27	1	1	4.62	2.21	3.45	7.49	8.09	2.95	0.24
23ATP204	0.776	59.50	125.5	186	21	42.5	0.6	211	0.16	0.05	0.89	1.24	1.34	0.31	0.32
23ATP205	0.201	11.00	26.8	27.8	50	6.66	0.9	58.9	0.13	0.64	3.13	4.63	2.98	1.01	0.08

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Figure 12.1 Samples Collected During 2023 Qualified Person Site Visit of the Twenty Mile Property.



Exploration work on the Twenty Property since the date of the site visit has been limited to soil geochemical sampling and trail clearing in July and August 2024, in order to meet minimum expenditure requirements for the Twenty Mile mineral tenure. In the opinion of the QP, the exploration conducted on the Twenty Property since the date of the site visit is not considered material, and an additional site visit is not warranted. To support this conclusion, the QP verbally confirmed and received documentation from Graham Giles, the Vice President of Exploration for J2, stating that no material work has been completed on the Twenty Mile Property since the date of Mr. Turner's site inspection.

Validation Limitations

The specific location of the historical drill core that was sampled during the qualified person visit in 2023 cannot be guaranteed. The sample was collected from core boxes stacked near an old exploration camp that reportedly had been drilled from 1980's trails and roads.

To the extent possible, the author has validated historical exploration data as provided in the reports and data summarized in the History section of the Twenty Mile Report. The author has also examined analytical certificates and J2's data bases and found no issues. As a result, the author of the Twenty Mile Report considers the exploration databases being used by J2 to be sufficiently validated to support their use in determining recommendations for future exploration work at the Twenty Mile Property.

Adequacy of the Data

The QP has reviewed the adequacy of the exploration information, including the soil sampling work completed in 2022 on the Twenty Mile Property and have found no significant issues or inconsistencies that would cause one to question the validity of the data provided by J2 Metals. The QP is satisfied to include this exploration data within the context of the Twenty Mile Report.

Mineral Processing and Metallurgical Testing

No mineral processing or metallurgical tests have been completed by the Issuer or J2 as of the effective date of the Twenty Mile Report.

Mineral Resource Estimates

There are currently no mineral resource estimates or reserve estimates for the Twenty Mile Property.

Adjacent Properties

There are numerous properties neighbouring the Twenty Mile Property, as well in the surrounding Quesnel terrane area. Mineral claims directly surrounding the Property are owned by multiple different companies, including wholly owned subsidiaries of companies, as well as several different prospectors. (Figure 23.1). Exploration work conducted on these adjacent claims includes regional geochemical surveys, ground and airborne geophysical surveys, and diamond drilling programs. Several of these neighbouring properties, as well as nearby properties in a similar regional geological setting to the Property, are discussed below. The reader is cautioned that the mineralization discussed below is not located on the Twenty Mile Property nor does it imply that such mineralization is present on the Property. The information below is provided to simply describe examples of the type of mineralization that exists in the region and may be explored for on the Twenty Mile Property.

Extending west and southeast from J2's Wud claims are the Pinnacle and Col claim blocks, wholly owned by Pacific Empire Minerals Corp. On the Pinnacle claims, partner-funded exploration work was completed from 2014 to 2017

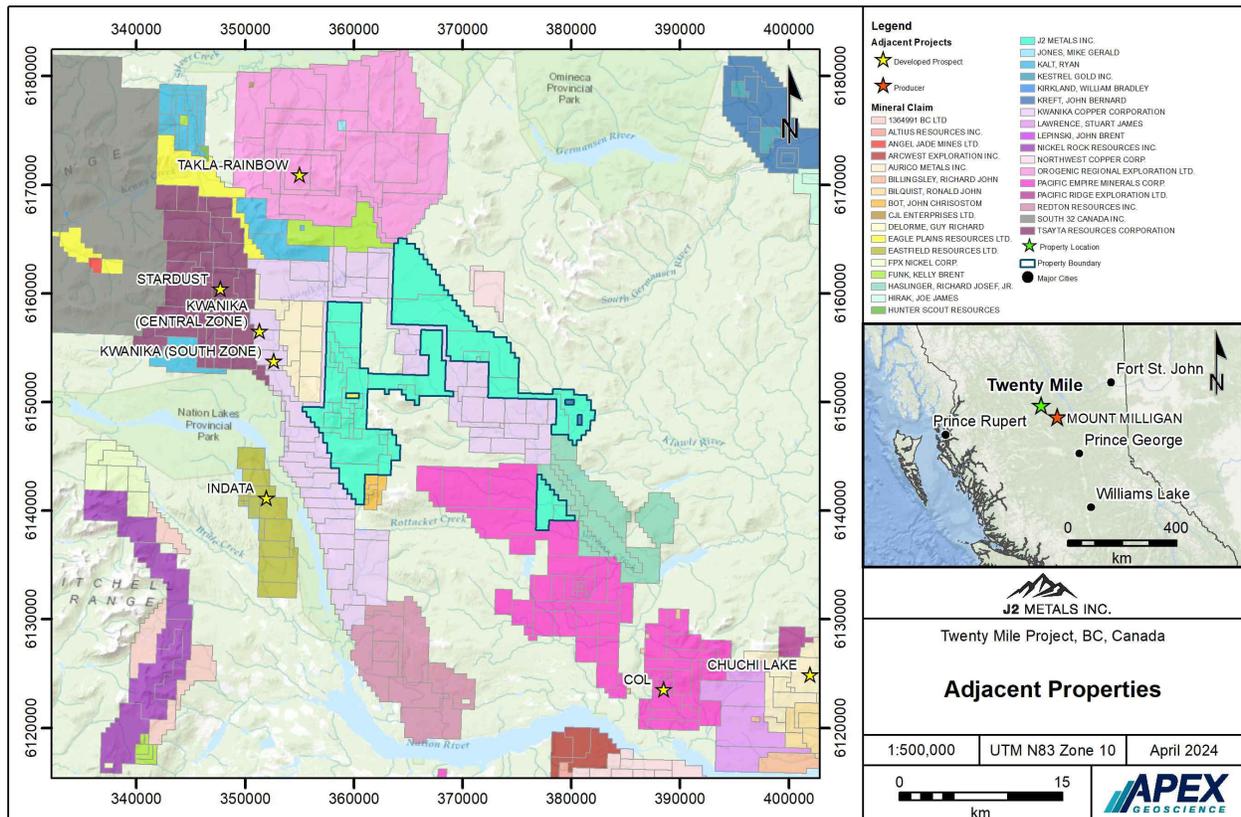
and consisted of diamond drill programs and ground geophysical surveys. Historical exploration began on the Col claims in 1969 with the discovery of copper mineralization, and multiple diamond drilling, geophysical surveys, and geochemical surveys have been completed on the property up to 2015 (Pacific Empire Minerals Corp., 2023).

The Indata project, situated along the Pinchi Fault, is located approximately 8 km southwest of the Property and is wholly owned by Eastfield Resources Ltd. Recent exploration work in 2019 by Property Potash Corp., on behalf of Eastfield Resources Ltd., involved geochemical sampling, geological mapping, and trenching (MINFILE 093N192).

A significant block of claims to the north of the Twenty Property are owned (100%) by Orogenic Regional Exploration Ltd. that encompass the Takla-Rainbow MINFILE occurrence. Historical exploration work involved diamond drilling, airborne and ground geophysical surveys, and geochemical sampling. Recent exploration work on the claims was carried out by Manado Gold Corp., who completed a diamond drill program in 2013 for a total of 605.8 m, as well core re-sampling and prospecting in 2014 (MINFILE 093N082).

Northwest Copper owns a 100% interest in the Kwanika-Stardust project, indirectly through its wholly owned subsidiaries Kwanika Copper Corp. and Tsayta Resources Corp. The Kwanika-Stardust project borders and surrounds a significant portion of the Twenty Mile Property. The Kwanika-Stardust project consists of three deposits: South Zone, Central Zone, and Stardust, located immediately west of the Twenty Mile Property. The South Zone and Central Zone deposits are hosted in the island arc Quesnel terrane, directly east of the Pinchi Fault, where mineralization is associated with the Hogem batholith. The Stardust deposit is hosted within the oceanic Cache Creek terrane, on the west side of the Pinchi Fault.

Figure 23.1 Adjacent Properties



Mineral Resource Estimations for Kwanika Central, Kwanika South, and Stardust have been reported in the recent technical report and preliminary economic assessment by Murray et al. (2023) and are presented below in Table 23.1. The Kwanika Central, Kwanika South, and Stardust MRE was calculated in accordance with CIM Definition Standards and reported in accordance with NI 43-101. The author of the Twenty Mile Report has not visited the Kwanika-Stardust property or verified the Kwanika Central, Kwanika South, and Stardust MRE, however, the MRE was prepared by QPs in accordance with the NI 43-101 and is considered to be a valid and current MRE. The author of the Twenty Mile Report does not imply any size or grade relationship between the Kwanika Central, Kwanika South, Stardust deposits and the Twenty Mile Property and note that this information is not necessarily indicative of the mineralization known or to be expected on the Twenty Mile Property.

Table 23.1 Mineral Resource Estimation Statement for Kwanika-Stardust (adapted from Murray et al., 2023).

Kwanika Central Zone						
	Economic Cut-off US\$	Classification	Tonnes (Mt)	Cu (%)	Au (g/t)	Ag (g/t)
Open Pit	8.21	Measured	30.7	0.31	0.31	1.05
		Indicated	35.9	0.22	0.19	0.8
		M&I	66.6	0.26	0.25	0.92
		Inferred	4.1	0.15	0.15	0.58
	Economic Cut-off US\$	Classification	Tonnes (Mt)	Cu (%)	Au (g/t)	Ag (g/t)
Underground	16.41	Measured	25.6	0.50	0.61	1.62
		Indicated	11.3	0.51	0.65	1.56
		M&I	36.8	0.51	0.62	1.6
		Inferred	-	-	-	-
Kwanika South Zone						
	Economic Cut-off US\$	Classification	Tonnes (Mt)	Cu (%)	Au (g/t)	Ag (g/t)
Open Pit	8.21	Inferred	25.4	0.28	0.06	1.68
Stardust						
	Economic Cut-off US\$	Classification	Tonnes (Mt)	Cu (%)	Au (g/t)	Ag (g/t)
Underground	88.0	Indicated	1.6	1.49	1.63	30.1
		Inferred	4.1	1.00	1.38	22.8

The Chuchi project is located approximately 16 km southeast of the Twenty Mile Property and is optioned by Pacific Ridge Exploration Ltd. from AuRico Metals Inc., a wholly owned subsidiary of Centerra Gold Inc. (Pacific Ridge Exploration Ltd., 2023). The Chuchi project is considered a small, alkalic porphyry Cu-Au deposit (Wong and Barrie, 1991). Cu-Au mineralization is associated with locally pervasive potassic-propylitic alteration and abundant secondary magnetite. Historical diamond drill programs were completed on the Chuchi claims in the 1980's and 1990's. A "historical resource estimate" of the Chuchi project was determined to be 50 million tonnes with grades between 0.21% to 0.40% Cu and 0.21 git to 0.44 git Au (Nelson and Bellefontaine, 1996). This "historical mineral resource estimate" utilizes resource categories that are not recognized in current CIM definition standards (CIM, 2014) and best practices guidelines (CIM, 2019). This mineral resource estimate was calculated prior to the implementation of NI 43-101 and the standards set forth in even the oldest versions of the CIM definition standards and best practice guidelines (CIM, 2005). The author of the Twenty Mile Report has not visited the Chuchi Property or verified the information related to its historical MRE. The author of this Technical Report does not imply any size or grade relationship between the Chuchi Property and the Twenty Mile Property and note that this information is not necessarily indicative of the mineralization known or to be expected on the Twenty Mile Property.

The Mt. Milligan Mine is operated by Centerra Gold Inc. (Centerra) and is located approximately 80 km southeast of the Twenty Mile Property. The Upper Triassic Witch Lake formation of the Takla Group hosts the Mt. Milligan deposit and is characterized mainly by augite-phyrlic volcanoclastics and lesser basaltic andesites. The volcanic rocks are intruded by Early Jurassic to Cretaceous rocks of the Mt. Milligan intrusive complex and Wolverine Metamorphic Complex (Borntraeger et al., 2022). The Mt. Milligan Mine is a conventional truck and shovel open-pit mine designed to process 60,000 tonnes per day of copper-gold bearing ore. The 2022 Technical report details a combined Proven and Probable Reserve of 246.2 million tonnes at 0.18% copper and 0.37 git gold (Borntraeger et al., 2022). In a 2024 press release Centerra reported updated Proven and Probable Reserves of 250 million tonnes at 0.17% Cu and 0.35 git and a mine life extension to 2035 (Centerra, 2024). The Mt. Milligan Mine reserves were calculated in accordance with CIM Definition Standards and reported in accordance with NI 43-101. The author of the Twenty Mile Report has not visited the Mt. Milligan Mine or verified its reserves; however, the reserves were prepared by QPs in accordance with the NI 43-101 and is considered to be a valid and current. The author of the Twenty Mile Report does not imply any size or grade relationship between the Mt. Milligan Mine and the Twenty Mile Property and note that this information is not necessarily indicative of the mineralization known or to be expected on the Twenty Mile Property.

Mineral showings located adjacent to the Twenty Property are illustrated in Figure 6.1 of the Twenty Mile Report, with select showings summarized in Table 23.2 of the Twenty Mile Report. The QP has not visited these showings and is unable to verify information pertaining to mineralization on the competitor properties, and therefore, the information in the following text is not necessarily indicative of the mineralization on the Twenty Property that is the subject of the Twenty Mile Report. The information provided in this section is simply intended to describe examples of the type and tenor of mineralization that exists in the region and is being explored for at the Twenty Mile Property.

The Imperial and Wudtsi mineral showings lay within "doughnut hole" claims not owned by J2 that are encompassed by the Twenty Mile Property. Mineralization at the Wudtsi mineral showing has yielded up to 2.09 g/t Au from small hand trenches and pits in the area. (Kreft, 2013). Soil sampling assay results from Westmin's 1992 exploration work at Wudtsi returned up to 723 ppb Au, and soil sampling assay results from the nearby Imperial showing returned up to 2540 ppb Au (Gorc and Taylor, 1986).

To the south of the Twenty Mile Property around Klawli Lake, reconnaissance mapping by Placer Dome in 1990 encountered megacrystic granites (interpreted as Cretaceous Germansen Batholith) on the northeast side of Klawli Lake, hornfels mafic volcanics on the northwest side and mainly pyroxenite exposed on the south shore. Minor malachite±chalocite and pyrite+epidote in pyroxenite and gabbro may be enough to explain the Cu-in-soil anomalies 1,500 metres south of Klawli Lake on claims they held there (Turnbull, 1991).

Table 23.2. Minfile Occurrences Situated Adjacent to the Property.

Name	File Number	Status	Commodities	Description
Rottacker Creek	093N 112	Showing	Cu-Au-Ag	In 1992, a 1 m chip sample (12079) from a fractured, limonitic granodiorite or monzodiorite with malachite returned 0.596% Cu, 5.8 g/t Ag and 0.02 g/t Au, and a grab sample (12081) returned 0.512% Cu, 4.6 g/t Ag and 0.395 g/t Au.
Valleau Creek	093N 053	Showing	Au	In 2012, a program of soil sampling identified anomalous Au values (up to 0.54 g/t Au).
Imperial	093N 273	Showing	Au	In 2013, three rock samples (RGKV-014 through -016) yielded from 0.063 to 0.590 g/t Au.
Wudtsi	093N 215	Showing	Cu-Au-Ag-Pb-Zn	In 1992, a rock sample (560216) from the Wudtsi occurrence assayed 0.425 g/t Au. In 2016, a select grab sample (5677601) returned 0.131 g/t Au, 19.8 g/t Ag, 0.38% Pb and 0.44% Zn.

Other Relevant Data and Information

The author is not aware of any other relevant data or information pertaining to the Twenty Mile Property.

Interpretation and Conclusions

The Twenty Mile Property is located in north central British Columbia, 122 km north- northwest of Fort St. James, 224 km northwest of Prince George, and 72 km northwest of the Mt. Milligan Mine. The Twenty Mile Property consists of 37 mineral claims separated into three discontinuous claim blocks, known as Twenty Mile (TM), Burn, and Wud, which cover a total area of 17958.03 ha.

The Twenty Mile Property is located within the Quesnel terrane, a Mesozoic island arc terrane that extends for hundreds of kilometres northwest-southeast along the western Canadian Cordillera in British Columbia. The Quesnel terrane largely comprises the Late Triassic to Early Jurassic volcanic and sedimentary rocks of the Takla Group, including the Early Jurassic volcanic and sedimentary rocks of the Chuchi Lake and Twin Creek Successions. The majority of the TM and Wud claims are underlain by these volcanic arc rocks. Several intrusive bodies are also hosted within Quesnellia volcanic arc sequences, the most significant in the Property area being the Mesozoic-aged Hogem Intrusive Suite, which underlies the majority of Burn.

The Twenty Mile Property is currently an early stage exploration property and is being explored by the Issuer for its Cu and/or Cu-Au Porphyry (and related deposit type) potential.

J2 Metals Exploration Conducted in 2022

In the summer and fall of 2022, J2 completed a soil sampling program over the Twenty Mile Property. A Mobile Metal Ion (MMI) soil sampling program was completed over the TM claims from August 13th to October 7th, 2022, where 336 soil samples were collected from six northeast-southwest oriented grid lines. The soil sampling program at Burn was planned to cover the historical Burn West copper-in-soil anomaly, and comprised a soil sampling grid of 10 east-west oriented lines. The sampling survey occurred from August 8th to September 27th, 2022, where 41 MMI soil samples and 137 conventional soil samples were collected along grid lines from within the Burn claims. The 2022 soil sampling program over the Property identified numerous multi-element anomalies at both TM and Burn, and confirmed that the MMI analytical technique is a viable tool for further exploration work.

The 2022 MMI Soil sample data from the TM area identified significant Ag and Au anomalies, particularly in the southeastern portion of the claim block. In addition, significant Cu, Mo and Zn anomalies were identified in the northern and southern parts of the TM area. At the Burn area, the limited area of MMI (and conventional) soil sampling identified an interesting area of Ag-Au-Cu-Mo-base metal anomalies adjacent to (west of) the main historical Burn Cu soil anomaly.

In addition, during the site visit, the author of the Twenty Mile Report visited the "Good Ole Lorne" occurrence where several samples of altered granodiorite/monzonite were collected. Two samples with minor malachite staining (23ATP202 and 23ATP203) were collected, which returned values of 0.144% Cu and 0.85% Cu, respectively. A sample was collected from a small (~5x10m) one of intrusive with quartz veining with minor disseminated pyrite mineralization (23ATP204), which returned values of 0.776 git Au and 59.5 git Ag, and a final sample (23ATP205) was collected of a small patch of Fe-oxide stained (gossanous) intrusive, which returned an anomalous value of 0.201 git (201 ppb) Au.

The Issuer has not conducted any exploration on the Twenty Mile Property as of the effective date of the Twenty Mile Report.

Risks and Uncertainties

The author has considered risk and uncertainties that could reasonably be expected to affect exploration activities at the Twenty Mile Property. The Twenty Mile Property is subject to the typical external risks that apply to all mineral exploration projects, including changes in metal prices, volatility in supply and demand economics, the availability of investment capital, changes in government regulations, and general environmental concerns. The author is not aware of any unusual risk factors that might affect future exploration work and potential development of the Twenty Mile Property.

Any future exploration work and/or subsequent technical reports should be prepared in accordance with guidelines established by the CIM Estimation of Mineral Resources and Mineral Reserves Best Practice Guidelines (2019), CIM Definition Standards for Mineral Resources and Mineral Reserves (2014), and NI 43-101 Standards of Disclosure for Mineral Projects, Form 43-101F1 Technical Report and related consequential amendments. Future Technical Reports that capture any new exploration work conducted by J2 Metals should discuss any significant risks and uncertainties that could reasonably be expected to affect the reliability or confidence in the exploration information, mineral resource or mineral reserve estimates, or projected economic outcomes.

Recommendations

Based upon a review of the geological setting of the Twenty Mile Property, and the results of historical and recent exploration work, as well as the author’s site visit, it is the opinion of the author that the Twenty Mile Property, although currently at an early stage of exploration, is a Property of Merit and warrants additional exploration work. In general, it is recommended that significant soil geochemical programs, along with mapping and prospecting, be conducted throughout the Twenty Mile Property. Geophysical surveying is also recommended, including magnetics (ground and/or drone) in order to identify areas of interest for follow-up Induced Polarization (IP) surveying. Ultimately, extensive geochemical and geophysical datasets will be required in order to identify priority targets for drill testing.

At present, a phase 1 fieldwork program comprising soil geochemical sampling, mapping and prospecting is recommended for the Twenty Mile Property. The Phase 1 recommended work program represents an expenditure of approximately \$150,000. Follow up (potential Phase 2) work, comprising geophysical surveying (magnetics and Induced Polarization), is recommended but would be contingent on the results of the Phase 1 program. Additional details pertaining to the recommended work program are provided below along with an estimated expenditure (Table 26.1).

Table 26.1 Estimated Expenditure for the Recommended Work Program

Phase 1 Exploration Program

<u>Program Details</u>				<u>Costs</u>
Administrative/General				
Administration and Permitting				\$25,000
Phase 1 - Fieldwork				
	people	days	rate	
Prospecting (mapping/sampling)	2	10	\$650	\$13,000
sample analysis		200	\$50	\$10,000
Soil Geochemical Sampling	2	16	\$500	\$16,000
sample analysis		640	\$40	\$25,600
Logistics				
camp/accommodations	4	13	\$200	\$10,400
helicopter		19.5	\$2,400	\$46,800
miscellaneous				\$3,200
Phase 1 Total				\$150,000
Phase 2 - Fieldwork				
Geophysics				
Magnetics (incl equip rental)	2	14	\$1,500	\$42,000
3D-IP	5	21	\$1,000	\$105,000
Logistics				
camp/accommodations	7	19	\$200	\$26,600
helicopter		70	\$2,400	\$168,000
miscellaneous				\$8,400
Phase 2 Total				\$350,000
Total				\$500,000

Recommended Work Program (Phase 1)

Mapping and prospecting (rock sampling) are recommended at all of the prospects discussed below, where additional soil geochemical sampling is also recommended.

While Mobile Metal Ion (MMI) soil sampling has been shown to be an effective geochemical exploration tool, particularly for identifying deeper zones of mineralization, it is recommended that the Issuer not overlook the potential effectiveness of traditional 8-horizon soil sampling. As a result, it is recommended that both sample types be collected along alternating soil lines, for example, and that comparisons between the two types of surveys continue to be utilized.

It is recommended that further exploration on the TM claims should involve an infill MMI soil sampling program. MMI soil sampling should also be expanded to the southeast extent of the TM claims, surrounding the Wudtsi and Imperial showings.

At Burn, it is recommended to extend the MMI soil sampling grid north of the Burn prospect area, as well as expanding the conventional soil sampling grid to cover historical soil sampling grids completed over the Hal mineral showing. An MMI sampling program is also recommended to cover the Erickson mineral showing area, in the vicinity of the magnetic high from the Valleau Creek ultramafic unit.

Follow-up exploration work comprising geophysical surveying is recommended as part of a potential Phase 2 work program, which would be largely contingent upon the results of the Phase 1 recommended work program described above. This would include ground magnetic surveying in conjunction with IP (Induced Polarization) geophysical surveying, which are important exploration tools for porphyry style mineralization and normally help guide drill target definition.

Available Funds and Principal Purposes

Available Funds

Following completion of the Arrangement, the available funds of Spinco are estimated to be approximately \$465,000, representing the anticipated net proceeds of the Financing, assuming that a finder's fee of 7% payable in cash is paid on all portions of the Financing (which Spinco does not expect will be the case). Spinco will operate British Columbia, and intends to use the available funds, as at the date of this Circular, as set out in the estimates below:

Principal Purpose of Funds

Principal Purpose	Budgeted Expenditures
Costs associated with listing applications for the Spinco Shares	\$50,000
Estimated general and administrative costs over the 12 months following the Effective Date ⁽¹⁾	\$105,000
Exploration programs on the Twenty Mile Property ⁽²⁾	\$200,000
Unallocated working capital ⁽⁴⁾	\$110,000
Total	\$465,000

Notes:

- (1) General and administrative costs for the next 12 months are expected to be comprised of: professional fees of \$50,000, stock exchange fees, filing fees and transfer agent costs of \$20,000, insurance expenses of \$nil, travel expenses of \$5,000, marketing and shareholder communication costs of \$10,000 and miscellaneous costs of up to \$20,000.

- (2) See Schedule “B” – “*Information Concerning Spinco - Material Mineral Properties*” for a description of the Twenty Mile Property . The Issuer and Spinco expect to have an updated technical report completed on the Twenty Mile Property reflecting programs currently in progress and providing a new recommended work program for the Twenty Mile Property.
- (3) Unallocated funds will be added to the working capital of Spinco and invested in short-term interest bearing obligations.

Spinco intends to spend the net funds available to it as stated in this Circular. However, there may be situations where, due to change of circumstance, outlook, exploration results, property status and or business judgment, a reallocation of funds is necessary in order for Spinco to achieve its overall business objectives. Spinco will only redirect funds to other properties that may be acquired at a later date on the basis of a recommendation from a professional geologist or engineer. Pending utilization of the available funds, Spinco intends to invest the funds in short-term, interest bearing obligations at the determination of its Chief Financial Officer. Unallocated funds will be added to the working capital of Spinco.

Since inception, Spinco has had negative operating cash flow and incurred losses. Spinco’s negative operating cash flow and losses are expected to continue for the foreseeable future. Spinco cannot predict when it will reach positive operating cash flow, if ever. Due to the expected continuation of negative operating cash flow, Spinco anticipates its initial funds will be used to fund future negative operating cash flow.

Dividends

The proposed management and directors of Spinco does not anticipate declaring any dividends payable to the holders of any class of shares of Spinco in the foreseeable future. There are no restrictions in Spinco’s articles or otherwise which could prevent Spinco from paying dividends subsequent to the Arrangement, but if Spinco generates earnings in the foreseeable future, it expects that they will be retained to finance growth and expand operations. The directors of Spinco will determine if and when dividends should be declared and paid in the future based upon Spinco’s financial position at the relevant time and the payment of dividends on the Spinco Shares in the future is unlikely. All of the shares of Spinco will be entitled to an equal share in any dividends declared and paid for the particular class of shares.

Selected Financial Information

The historical carve-out financial information has been prepared for illustrative purposes only and may not be indicative of the operating results or the financial condition that would have been achieved if the Arrangement had been completed on the date or for the periods noted above, nor do they purport to project the results of operations or financial position for any future period or as of any future date.

Included as Schedules “H” and “I” to this Circular are the carve-out financial statements of the business of the Twenty Mile Property for the year ended March 31, 2025 and for the interim period ended September 30, 2025, respectively.

Management’s Discussion and Analysis

As Spinco has remained a subsidiary of the Issuer since incorporation on September 22, 2025, MD&A is not available. Readers are encouraged to review the Issuer’s MD&A for the year ended March 31, 2025 and for the six months ended September 30, 2025, which are available on SEDAR+ at www.sedarplus.ca, and are incorporated by reference into this Circular. The MD&A should be read in conjunction with the audited financial statements for the Issuer for the financial years ended March 31, 2025 and 2024 as well as with the interim financial statements for the for the six months ended September 30, 2025 which are also available on SEDAR+ at www.sedarplus.ca, and incorporated by reference into this Circular.

Description of the Securities

Spinco's authorized capital will consist of an unlimited number of Spinco Shares without par value. There are no special rights or restrictions of any nature attached to the Spinco Shares. The holders of Spinco Shares are entitled to receive notice of and to attend and vote at all meetings of shareholders of Spinco and each Spinco Share shall confer the right to one vote in person or by proxy at all meetings of the shareholders of Spinco. The holders of the Spinco Shares are entitled to receive dividends if, as and when declared by the directors and, subject to the rights of holders of any shares ranking in priority to or on a parity with the Spinco Shares, to participate ratably in any distribution of property or assets upon the liquidation, winding-up or other dissolution of Spinco.

Pro Forma Consolidated Capitalization

The following table sets forth the capitalization of Spinco after giving effect to the Arrangement:

Designation of Security	Amount Authorized	Outstanding as at Effective Date
Spinco Shares	Unlimited	10,000,000
Options	10% of issued and outstanding capital at time of grant ⁽¹⁾	Nil
Share purchase warrants	N/A	5,000,000 ⁽²⁾

Notes:

(1) The number of stock options that Spinco may grant is limited by the terms of its stock option plan.

(2) Consists of the Placement Warrants and assumes the Financing is fully subscribed.

Stock Option Plan

The following is a summary of certain material terms of the Spinco Stock Option Plan and is qualified in its entirety by the full text of the Spinco Stock Option Plan, a copy of which is attached as Schedule "G" to this Circular. The Spinco Stock Option Plan will be administered by the Spinco Board. Pursuant to the Spinco Stock Option Plan, Spinco may issue a rolling number of options of Spinco equal to 10% of the issued and outstanding common shares of Spinco from time to time.

The purpose of the Spinco stock option plan is to attract and retain employees, consultants, officers and directors to Spinco and to motivate them to advance the interests of Spinco by affording them with the opportunity, through share options, to acquire an equity interest in Spinco and benefit from its growth.

Options will be exercisable over periods of up to 10 years as determined by the Spinco Board and are required to have an exercise price no less than the closing price of the Spinco Shares on the trading day immediately preceding the date of grant of the option less any allowable discount permitted by any stock exchange on which the Spinco Shares are listed.

Pursuant to the Spinco Stock Option Plan, the Spinco Board may from time to time authorize the issue of options to directors, officers, employees and consultants of Spinco and its subsidiaries. The maximum number of Spinco Shares which may be issued pursuant to options granted under the Spinco Stock Option Plan, and any other security-based compensation plan of Spinco, will not exceed 10% of the issued and outstanding Spinco Shares at the time of the grant. In addition, the number of options which may be granted to any one individual may not exceed 5% of the aggregate number of Spinco Shares issued and outstanding in any 12-month period. The maximum number of options that may be granted to any one consultant under the Spinco Stock Option Plan and any other security-based compensation arrangements of Spinco in any 12 month period must not exceed 2%. The

total number of Spinco Shares which may be reserved for issuance to insiders within any 12-month period may not exceed 10% of the aggregate number of Spinco Shares issued and outstanding as at the date of grant.

The Spinco Stock Option Plan contains no vesting requirements, but permits the Spinco Board to specify a vesting schedule in its discretion, provided that if required by any stock exchange on which the Spinco Shares trade, options issued to a consultant engaged in investor relations activities must vest in stages over not less than 12 months with no more than one quarter of the options vesting in any three month period. The Spinco Stock Option Plan also provides that if a change of control, as defined therein, occurs, all options may immediately become vested and may thereupon be exercised in whole or in part by the option holder.

If a director, officer, employee or consultant ceases to be an eligible participant for any reason, other than death, each option held will cease to be exercisable 90 days after such termination date or any such longer period as determined by the Spinco Board. If such person ceases to be an eligible participant due to termination for cause, the options shall cease to be exercisable immediately. If a director, officer, employee or consultant dies, the legal representative may exercise the options within a period of the earlier of (i) the expiry date of such option; and (ii) 12 months after the date of death, but only to the extent the options were exercisable on the date of death.

In the event that an option expires during a self-imposed blackout period, or within 48 hours following the end of any self-imposed blackout period, such expiry date will be extended to the date that is 10 calendar days following the end of such blackout period.

Options are non-assignable and non-transferable (subject to options being exercisable by the optionee's heirs or administrator. The number of shares reserved for option and the exercise price payable for the Spinco Shares subject to such option shall be adjusted appropriately in the event of any consolidation, subdivision, conversion or exchange of the Spinco Shares.

Equity Compensation Plan Information after giving effect to the Arrangement

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of shares remaining available for issuance under equity compensation plans after giving effect to the Arrangement ⁽¹⁾
Equity compensation plans approved by shareholders	Nil	N/A	Nil
Equity compensation plans not approved by shareholders	Nil	N/A	900,000
Total	Nil	N/A	900,000

Notes:

(1) Based on the stock option plan to be adopted by Spinco and calculated on the basis of the number of issued and outstanding shares of Spinco upon the completion of the Arrangement. The Spinco Stock Option Plan has not yet been approved by the shareholders of Spinco.

Options to Purchase Securities

Spinco has not granted any options.

Prior Sales

Since incorporation, Spinco has issued the following securities:

Date	Type of Transaction	Number and Type of Securities	Price	Proceeds
September 22, 2025	Incorporator issuance	1 Spinco Share	\$1.00	\$1.00
October 21, 2025	Property Acquisition (Twenty Mile Property)	4,999,999 Spinco Shares	N/A	N/A, Acquisition of Property

Trading Price and Volume

The Spinco Shares have not been and will not be listed on any stock exchange on the Effective Date. It is a condition of the Arrangement that the TSXV will have approved the listing of the Spinco Shares. Listing of the Spinco Shares on the TSXV will be subject to satisfying all of the TSXV's initial listing requirements.

Escrowed Securities

No securities of Spinco are currently held in escrow or will be held in escrow immediately following completion of the Arrangement. On completion of the Arrangement, assuming conditional approval for the listing of the Spinco Shares on the TSXV is achieved, Spinco Shares held by principals of Spinco will be subject to the escrow requirements of the TSXV.

Principal Shareholders

To the knowledge of the directors and executive officers of Spinco, no persons will beneficially own, directly or indirectly, or exercise control or direction over shares carrying more than 10% of the voting rights attached to all outstanding Spinco Shares, as of the Effective Date.

Directors and Officers

The following table sets forth the name and municipality of residence, proposed position with Spinco, principal occupation within the five preceding years and the number and percentage of securities to be held of the proposed directors and officers of Spinco. These persons will become directors and/or officers of Spinco as of the Effective Date. The term of office of each director will expire at the end of the next annual meeting of shareholders of Spinco which is expected to be held in December 2026. Spinco has adopted advance notice provisions within its articles which provides for advance notice to Spinco in circumstances where nominations of persons for election to the Spinco Board are made by Spinco shareholders other than pursuant to: (i) a requisition of a meeting made pursuant to the provisions of the BCBCA; or (ii) a shareholder proposal made pursuant to the provisions of the BCBCA.

Name, Jurisdiction of Residence, Proposed Offices	Principal Occupation During Last Five Years ⁽²⁾	Number of Spinco Shares upon completion of the Arrangement ⁽³⁾	Percentage of Spinco Held or Controlled on completion of the Arrangement
Thomas Lamb , Vancouver, B.C. CEO and Director	<ul style="list-style-type: none"> • CEO and director of J2 from August 2020 to present • CEO of Myriad Uranium Corp. from November 2022 to present • Executive at Jervois Global Limited from June 2019 to February 2021 	352,164	3.91%
Toby Pierce ⁽¹⁾ , Vancouver, B.C. Director	<ul style="list-style-type: none"> • Director of J2 from August 2020 to present • Chief Executive Officer of TAG Oil Ltd. (TSXV: TAO) from April 2016 to December 2024 	406,521	4.52%
Ivan Riabov, Toronto, ON CFO	<ul style="list-style-type: none"> • CFO of J2 from September 2024 to present • CFO of SonicStrategy Inc. (CSE:SPTZ) from July 2025 to Present • President, Ponarth Consulting Group Inc., from January 2024 to present • CFO of Prospect Park Capital Corp. (CSE:PPK) from April 2025 to Present • Controller, VP Finance and Corporate Secretary of American Aires Inc. (CSE: WIFI) from January 2023 to Present • Director, Global Capital Markets, Manulife Investment Manage from April 2017 to January 2024 	56,038	0.62%

Name, Jurisdiction of Residence, Proposed Offices	Principal Occupation During Last Five Years ⁽²⁾	Number of Spinco Shares upon completion of the Arrangement ⁽³⁾	Percentage of Spinco Held or Controlled on completion of the Arrangement
Giuseppe (Pino) Perone, Vancouver, B.C. Corporate Secretary	<ul style="list-style-type: none"> • Corporate Secretary of J2 from April 2020 to present • Corporate Secretary and General Counsel of TAG Oil Ltd. (TSXV: TAO) from December 2009 to present • Corporate Secretary, General Counsel, and director of LQWD Technologies Corp. (TSXV: LQWD) from October 2017 to present • Corporate Secretary of South Pacific Metals Corp. (TSXV: SPMC) from July 2018 to November 2024 • Corporate Secretary, General Counsel, and director of Kingfisher Metals Corp. (TSXV: KFR) from April 2019 to present 	1,121	0.01%
Chris Beltgens ⁽¹⁾ North Vancouver, B.C. Director	<ul style="list-style-type: none"> • Director of J2 from April 2020 to present • President of Somerset Energy Partners Corp., private oil and gas issuer from March 2021 to present • V.P. Corporate Development of TAG Oil Ltd. (TSXV: TAO) from August 2016 to May 2023 • Director of Kingfisher Metals Corp. (TSXV: KFR) from September 2017 to present • Director of Orex Minerals Inc. (TSXV: REX) from September 2024 to present • Director of Nexcel Metals Corp. (CVE: NEXX) from June 2025 to present 	84,057	0.93%

Name, Jurisdiction of Residence, Proposed Offices	Principal Occupation During Last Five Years ⁽²⁾	Number of Spinco Shares upon completion of the Arrangement ⁽³⁾	Percentage of Spinco Held or Controlled on completion of the Arrangement
Mark Goodman ⁽¹⁾ Toronto, Ontario Director	<ul style="list-style-type: none"> • Director of J2 from March 2025 to present • Chairman of Copper Road Resources Inc. (TSXV: CRD) from 2005 to Present, Interim CEO of Copper Road Resources Inc. from May 2024 to present 	89,661	1.00%
Graham Giles, Vancouver, B.C. Director	<ul style="list-style-type: none"> • VP Exploration of J2 from May 2021 to present • Project Geologist with Argonaut Gold Ltd. from April 2019 to December 2023 	68,366	0.76%

Notes:

- (1) Proposed member of the Audit Committee
- (2) The information as to principal occupation, business or employment and shares beneficially owned or controlled is not within the knowledge of the management of the Issuer and has been furnished by the respective individuals. Each director or officer has held the same or similar principal occupation with the organization indicated or a predecessor thereof for the last five years.
- (3) In calculating the number of Spinco Shares which a director or officer will hold on completion of the Arrangement, it has been assumed that no additional Common Shares are issued prior to the Share Distribution Record Date and that no proposed director or officer of Spinco will participate in the Financing, which is not yet known.

After giving effect to the Arrangement and subject to the assumption that no Spinco Shares are acquired in the Financing and no additional Common Shares are issued on or before the Share Distribution Record Date, the directors, officers, insiders and promoters of Spinco, and their respective Associates and Affiliates, as a group, will hold an aggregate of 1,057,928 Spinco Shares, representing approximately 11.75% of the issued and outstanding Spinco Shares.

Management

The following is a brief description of the key management of Spinco.

Except as described below, none of these management personnel have entered into non-disclosure or non-competition agreements with the Issuer, but Spinco will consider whether to enter into such agreements following the Effective Date.

The directors and officers will devote their time and expertise as required by Spinco, however, it is not anticipated that any director or officer will devote 100% of their time to the activities of Spinco. It is expected that all of the directors and officers of Spinco will be independent contractors.

Thomas Lamb, Chief Executive Officer and Director (Age 52) – Mr. Lamb is CEO of Myriad Uranium Corp. He was cofounder and director of M2 Cobalt which sold to Australia’s Jervois Global Limited where he continued as an executive. He co-founded producer Goldgroup Mining Inc. and is a former director of The Uzhuralzoloto Group, then Russia’s second-largest gold producer. Mr. Lamb has founded and helped lead several other private and public companies and currently serves on public and private boards. He holds an MSc from London Business School and also holds JD and BA degrees. He was an M&A lawyer early in his career.

Toby Pierce, Director (Age 52) – Mr. Pierce is currently an independent consultant providing oil and gas advisory services. He was the Chief Executive Officer of TAG Oil Ltd. from June 2015 to December 2024 and was a

director of TAG Oil Ltd. until January 2025. Mr. Pierce has 28 years of geological and financial understanding within the resource sector. He was Chief Executive Officer and director of Crest Petroleum Corp. and formerly a Partner & Senior Oil Equity Analyst with GMP Securities and Tristone Capital in London, England. Mr. Pierce holds an MBA from the Rotman School of Business and a Bachelor of Science degree in Earth Sciences from the University of Victoria.

Ivan Riabov, Chief Financial Officer (Age 39) – Mr. Riabov is a seasoned finance and accounting professional who began his career in 2008 and brings over 16 years of progressive work experience in public accounting, audit, investment management, portfolio management, operations, product structuring and debt financing. Mr. Riabov obtained his BBA degree from Schulich School of Business (York University) and holds the Chartered Professional Accountant and Chartered Accountant designations.

Giuseppe (Pino) Perone, Corporate Secretary (Age 46) – Mr. Perone is a lawyer by background and has extensive corporate experience that stems from practicing as corporate counsel, as well as serving as an executive and director, for various public and private companies in the resource and technology sectors. Mr. Perone holds a B.A. from the University of Victoria and an LL.B. from the University of Alberta and has been a member in good standing of the Law Society of British Columbia since 2006.

Chris Beltgens, Director (Age 47) – Mr. Beltgens has over 10 years of investment, business development and corporate finance experience. He is currently the President of Somerset Energy Partners Corp., a private oil and gas issuer with operations in South Texas. From April 2016 to May 2023, he was the Vice President of Corporate Development for TAG Oil Ltd. (TSXV: TAO). Prior thereto from 2013 to 2016, he was the corporate development manager for East West Petroleum Corp. (TSXV: EW). Mr. Beltgens previously spent six years in London working in investment banking covering international oil & gas exploration and production companies and where he assisted in raising capital for the sector. Mr. Beltgens has completed the CFA program, received an MBA from the University of Toronto and a B.Sc from the University of Victoria.

Mark Goodman, Director (Age 57) -Mr. Goodman has over 25 years public and mining company experience. He is currently the Chairman (since 2005) and Interim Chief Executive Officer (since May 2024) of Copper Road Resources Inc. Mr. Goodman previously, over several years, served as Chief Operating Officer, Executive Vice-President, President and a director of Dundee Corporation, a TSX listed public mining merchant bank. He has served on several public company boards and executive positions of both public and private companies.

Graham Giles, VP Exploration (Age: 46) – Mr. Giles is currently VP Exploration of J2 and was a Senior Project Geologist with Argonaut Gold from April 2019 to December 2023. He has more than 15 years of experience as an exploration geologist, GIS and data manager with companies such as Skeena Resources, Keegan Resources, Brett Resources, and several consulting companies. Mr. Giles holds a BSc in Earth and Environmental Science from UBC and an MSc in Mineral Economics from Curtin Graduate School of Business. He is a registered Professional Geoscientist in the Province of British Columbia.

By approving the Arrangement Resolution, Shareholders will be deemed to have approved the proposed directors of Spinco. The directors of Spinco will thereafter be elected by the shareholders of Spinco at each annual meeting of shareholders and will hold office until the next annual meeting of Spinco, or until his or her successor is duly elected or appointed, unless: (i) his or her office is earlier vacated in accordance with the articles of Spinco; or (ii) he or she becomes disqualified to act as a director.

Corporate Cease Trade Orders or Bankruptcies

Except as described below, as of the date of this Circular, there has been no director or officer, or any shareholder holding a sufficient number of securities of the Issuer or Spinco to affect materially the control of Spinco that is, or within the 10 years before the Record Date has been, a director or officer of any other issuer that, while that person was acting in that capacity:

- (a) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
- (b) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
- (c) within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Toby Pierce is a director of Prospect Park Capital Corp. On February 3, 2023, the Ontario Securities Commission issued a cease trade order against Prospect Park Capital Corp. for failure to file audited financial statements for the financial year ended September 30, 2022 and related management's discussion and analysis and certifications. On July 30, 2024, the CSE delisted the common shares of Prospect Park Capital Corp. The cease trade order remains in effect and the required documents have yet to be filed.

Personal Bankruptcies

No current or proposed director, officer, promoter, or any shareholder anticipated to hold sufficient securities of Spinco to affect materially the control of Spinco, or a personal holding company of any such person, that has, within the ten years prior to the date of this Circular, become 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 the assets of that person.

Penalties or Sanctions

No current or proposed director, officer, promoter of Spinco or shareholder holding a sufficient number of securities of Spinco to affect materially the control of Spinco has:

- (a) has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority; or
- (b) has been subject to any other penalties or sanctions imposed by a court or regulatory body, including a self-regulatory body, that would be likely to be considered important to a reasonable security holder making a decision about the Arrangement.

Conflicts of Interest

There are potential conflicts of interest to which the proposed directors and officers of Spinco will be subject in connection with the operations of Spinco. In particular, certain of the directors and officers of Spinco are involved in managerial or director positions with other mineral exploration companies whose operations may, from time to time, be in direct competition with those of Spinco or with entities which may, from time to time, provide financing to, or make equity investments in, competitors of Spinco. Conflicts, if any, will be subject to the procedures and remedies available under the BCBCA. The BCBCA provides that if a director has a material interest in a contract or proposed contract or agreement that is material to Spinco, the director shall disclose his interest in such contract or agreement and shall refrain from voting on any matter in respect of such contract or agreement subject to and in accordance with the BCBCA or policies of the Exchanges. To the knowledge of the proposed management of Spinco, as at the date hereof, there are no existing or potential material conflicts of interest between Spinco and a director or officer of Spinco.

Executive Compensation

The following discussion provides information about Spinco's proposed philosophy, objectives and processes regarding compensation for Spinco's executive officers following the completion of the Arrangement. Compensation for Spinco's President and Chief Executive Officer, Chief Financial Officer, and the next most highly compensated executive officers (collectively, the "Proposed Named Executive Officers") will be determined by the Spinco Board. Spinco's executive compensation will predominantly be based on prevailing industry compensation practices for junior mining exploration companies of similar size and scope.

It will be the responsibility of the Spinco Board as a whole to make decisions regarding executive compensation matters. Spinco's compensation program supports its commitment to delivering strong performance for shareholders. Spinco's overall objective of its compensation philosophy is the attraction, motivation and retention of quality, experienced people to achieve Spinco's strategic objectives and to align the interests of its executive officers and employees with the long-term interest of Spinco's shareholders.

All of the components of Spinco's executive compensation program will be reviewed and confirmed by its board of directors following the completion of the Arrangement and the appointment of the new board members. It is currently contemplated that executive compensation be comprised of the following components: base salary, bonus and long-term incentive compensation comprised of options. Together, these components are designed to address the key objectives of Spinco's compensation program.

Elements of Executive Compensation

Base Salaries and Bonus

The base salary component is intended to provide a fixed level of pay that reflects each Proposed Named Executive Officer's primary duties and responsibilities. While base salaries are an important element of executive officer compensation, the size and stage of Spinco prevents it from paying base salaries and bonuses which are comparable to those of larger mining exploration companies and, accordingly, performance-based compensation elements are an integral component of the executive compensation package.

In setting base compensation levels for executive officers, consideration will be given to objective factors such as level of responsibility, experience and expertise as well as subjective factors such as leadership.

Long Term Incentive Compensation – Options

Stock options to purchase Spinco Shares will be granted to directors, executive officers, employees, and consultants of Spinco and are intended to align such individuals' interests by attempting to create a direct link between compensation and shareholder return. Options will be granted pursuant to the Spinco Stock Option Plan. For a description of the proposed terms of the Stock Option Plan see " *Stock Option Plan*" above.

Summary Compensation Table

At this time and in order to minimize the monthly burn rate of Spinco, it is not anticipated that Spinco will pay salaries or fees to its Proposed Named Executive Officers following completion of the Arrangement. Should the Arrangement be completed and a listing of the Spinco Shares be conditionally approved, the Spinco Board may determine to pay compensation to its Proposed Named Executive Officer having regard for the philosophies above.

It is expected that all directors and officers of Spinco will be entitled to participate in the Spinco Stock Option Plan at the discretion of the Spinco Board. Spinco may also elect pay directors' fees to its directors in amounts to be determined.

External Management Companies

None of the NEOs or directors of Spinco are intended to be retained or employed by an external management company which has entered into an understanding, arrangement or agreement with Spinco to provide executive management services to Spinco, directly or indirectly.

Stock Options and Other Compensation Securities

No compensation securities have been or will be granted or issued to NEOs or director by Spinco as at the Effective Date, for services provided or to be provided, directly or indirectly to Spinco or any of its subsidiaries:

There are no restrictions or conditions currently in place for converting, exercising or exchanging the compensation securities, other than the vesting schedule noted above.

Stock option plans and other incentive plans

Spinco will adopt the Spinco Stock Option Plan, the material terms of which are described in the Circular at “Particulars of Matters to be Acted Upon at the Meeting – Approval of Spinco Stock Option Plan”.

Employment, consulting and management agreements

Spinco does not initially expect into any agreements or arrangements under which compensation is provided to any NEOs or directors or any persons providing services typically provided by a director or NEO.

Oversight and Description of Director and Named Executive Officer Compensation

The Spinco Board has the responsibility to administer compensation policies related to executive management of Spinco, including option-based awards. The Spinco Board has approved the Spinco Stock Option Plan. The Spinco Stock Option Plan provides compensation to participants and an additional incentive to work toward long-term company performance and will be used to provide share purchase options which are granted in consideration of the level of responsibility of the executive as well as his or her impact and/or contribution to the longer-term operating performance of Spinco. In determining the number of options to be granted to the executive officers, the Spinco Board will take into account the number of options, if any, previously granted to each executive officer, and closely aligning the interests of the executive officers with the interests of shareholders.

Compensation for the most recently completed financial year should not be considered an indicator of expected compensation levels in future periods. All compensation is subject to and dependent on Spinco’s financial resources and prospects.

Given the evolving nature of Spinco’s business, the board of directors continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

Pension Disclosure

Spinco does not expect to have any pension or retirement plan which is applicable to the NEOs or directors.

Management Contracts

Spinco does not anticipate any management functions of Spinco will be performed by a person or company other than the directors or senior officers of Spinco.

Indebtedness of Directors and Officers

No director, officer, promoter, or proposed member of management of Spinco, nor any of their Associates or Affiliates, is or has been indebted to Spinco since incorporation, nor is any such person expected to be indebted to Spinco on the completion of the Arrangement.

Audit Committee

NI 52-110 requires Spinco's audit committee (in this section the "**Audit Committee**") to meet certain requirements. It also requires Spinco to disclose in this Circular certain information regarding the Audit Committee. That information is disclosed below.

Overview

The Audit Committee of Spinco will be principally responsible for

- (a) recommending to the board the external auditor to be nominated for election by Spinco's shareholders at each annual general meeting and negotiating the compensation of such external auditor.
- (b) overseeing the work of the external auditor.
- (c) reviewing Spinco's annual and interim financial statements, MD&A and press releases regarding earnings before they are reviewed and approved by the board and publicly disseminated by Spinco.
- (d) reviewing Spinco's financial reporting procedures and internal controls to ensure adequate procedures are in place for Spinco's public disclosure of financial information extracted or derived from its financial statements, other than disclosure described in the previous paragraph.

The Audit Committee's Charter

The Spinco Board has adopted a Charter for the Audit Committee which sets out the Audit Committee's mandate, organization, powers and responsibilities. The complete charter is below:

1.0 Purpose of the Committee

1.1 The Audit Committee represents the board of directors in discharging its responsibility relating to the accounting, reporting and financial practices of Spinco and its subsidiaries, and has general responsibility for oversight of internal controls, accounting and auditing activities and legal compliance of Spinco and its subsidiaries.

2.0 Members of the Committee

2.1 The Audit Committee shall consist of no less than three Directors a majority of whom shall be "independent" as defined under NI 52-110, while Spinco is in the developmental stage of its business. The members of the Audit Committee shall be selected annually by the board of directors and shall serve at the pleasure of the board of directors.

2.2 At least one Member of the Audit Committee must be "financially literate" as defined under NI 52-110, having sufficient accounting or related financial management expertise to read and understand a set of financial statements, including the related notes, that present a breadth and level of complexity of the accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by Spinco's financial statements.

3.0 Meeting Requirements

3.1 The Audit Committee will, where possible, meet on a regular basis at least once every quarter, and will hold special meetings as it deems necessary or appropriate in its judgment. Meetings may be held in person or telephonically, and shall be at such times and places as the Audit Committee determines. Without meeting, the Audit Committee may act by unanimous written consent of all members which shall constitute a meeting for the purposes of this charter.

3.2 A majority of the members of the Audit Committee shall constitute a quorum.

4.0 Duties and Responsibilities

The Audit Committee's function is one of oversight only and shall not relieve Spinco's management of its responsibilities for preparing financial statements which accurately and fairly present Spinco's financial results and conditions or the responsibilities of the external auditors relating to the audit or review of financial statements. Specifically, the Audit Committee will:

- (a) have the authority with respect to the appointment, retention or discharge of the independent public accountants as auditors of Spinco (the "auditors") who perform the annual audit in accordance with applicable securities laws, and who shall be ultimately accountable to the board of directors through the Audit Committee;
- (b) review with the auditors the scope of the audit and the results of the annual audit examination by the auditors, including any reports of the auditors prepared in connection with the annual audit;
- (c) review information, including written statements from the auditors, concerning any relationships between the auditors and Spinco or any other relationships that may adversely affect the independence of the auditors and assess the independence of the auditors;
- (d) review and discuss with management and the auditors Spinco's audited financial statements and accompanying MD&A, including a discussion with the auditors of their judgments as to the quality of Spinco's accounting principles and report on them to the board of directors;
- (e) review and discuss with management Spinco's interim financial statements and interim MD&A and report on them to the board of directors;
- (f) pre-approve all auditing services and non-audit services provided to Spinco by the auditors to the extent and in the manner required by applicable law or regulation. In no circumstances shall the auditors provide any non-audit services to Spinco that are prohibited by applicable law or regulation;
- (g) evaluate the external auditor's performance for the preceding fiscal year, reviewing their fees and making recommendations to the board of directors;
- (h) periodically review the adequacy of Spinco's internal controls and ensure that such internal controls are effective;
- (i) review changes in the accounting policies of Spinco and accounting and financial reporting proposals that are provided by the auditors that may have a significant impact on Spinco's financial reports, and report on them to the board of directors;
- (j) oversee and annually review Spinco's Code of Business Conduct and Ethics;
- (k) approve material contracts where the board of directors determines that it has a conflict;
- (l) establish procedures for the receipt, retention and treatment of complaints received by Spinco regarding the audit or other accounting matters;

- (m) where unanimously considered necessary by the Audit Committee, engage independent counsel and/or other advisors at Spinco’s expense to advise on material issues affecting Spinco which the Audit Committee considers are not appropriate for the full board;
- (n) satisfy itself that management has put into place procedures that facilitate compliance with the provisions of applicable securities laws and regulation relating to insider trading, continuous disclosure and financial reporting;
- (o) review and monitor all related party transactions which may be entered into by Spinco; and
- (p) periodically review the adequacy of its charter and recommending any changes thereto to the board of directors.

5.0 Miscellaneous

5.1 Nothing contained in this Charter is intended to extend applicable standards of liability under statutory or regulatory requirements for the directors of Spinco or members of the Audit Committee. The purposes and responsibilities outlined in this Charter are meant to serve as guidelines rather than as inflexible rules and the Audit Committee is encouraged to adopt such additional procedures and standards as it deems necessary from time to time to fulfill its responsibilities.

Composition of the Audit Committee

The Audit Committee consists of three directors. Unless it is a ‘venture issuer’ (an issuer the securities of which are not listed or quoted on any of the TSX, a market in the United States of America other than the over-the-counter market, or a market outside of Canada and the U.S.A.) as of the end of its last financial year, NI 52-110 requires each of the members of the Audit Committee to be independent and financially literate. Since Spinco will be a ‘venture issuer’(its securities are not listed or quoted on any exchange or market) it is exempt from this requirement. In addition, Spinco’s governing corporate legislation requires Spinco to have an Audit Committee composed of a minimum of three directors, a majority of whom are not officers or employees of Spinco.

The following table sets out the names of the members of the Audit Committee and whether they are ‘independent’ and ‘financially literate’.

Name of Member	Independent ⁽¹⁾	Financially Literate ⁽²⁾
Toby Pierce	Yes	Yes
Mark Goodman	Yes	Yes
Chris Beltgens	Yes	Yes

Notes:

- (1) To be considered to be independent, a member of the Committee must not have any direct or indirect ‘material relationship’ with Denison. A material relationship is a relationship which could, in the view of the Board, reasonably interfere with the exercise of a member’s independent judgment.
- (2) To be considered financially literate, a member of the Committee must have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by Spinco’s financial statements.

Relevant Education and Experience

The education and experience of each member of the Audit Committee relevant to the performance of his responsibilities as an Audit Committee member and, in particular, any education or experience that would provide the member with:

- (a) an understanding of the accounting principles used by Spinco to prepare its financial statements;

- (b) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
- (c) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by Spinco's financial statements, or experience actively supervising one or more persons engaged in such activities; and
- (d) an understanding of internal controls and procedures for financial reporting, are as follows:

Toby Pierce

Mr. Toby Pierce holds a Masters in Business Administration from the Rotman School of Business and a Bachelors of Science degree in Earth Sciences from the University of Victoria. He is currently an independent consultant providing oil and gas advisory services. He was the Chief Executive Officer of TAG Oil Ltd. from June 2015 to December 2024, and was a director of TAG Oil Ltd. until January 2025. Mr. Pierce has 28 years of geological and financial understanding within the resource sector. He was Chief Executive Officer and director of Crest Petroleum Corp. and formerly a Partner & Senior Oil Equity Analyst with GMP Securities and Tristone Capital in London, England. Over his ten years in the finance industry he has acquired extensive experience in mergers and acquisitions, initial public offerings, fundraisings, equity and asset valuations and investment advice.

Mark Goodman

Mr. Goodman has over 25 years public and mining company experience. He is currently the Chairman (since 2005) and Interim Chief Executive Officer (since May 2024) of Copper Road Resources Inc. Mr. Goodman previously, over several years, served as Chief Operating Officer, Executive Vice-President, President and a director of Dundee Corporation, a TSX listed public mining merchant bank. He has served on several public company boards and executive positions of both public and private companies.

Chris Beltgens

Mr. Beltgens has over 10 years of investment, business development and corporate finance experience. He is currently the President of Somerset Energy Partners Corp., a private oil and gas issuer with operations in South Texas. From April 2016 to May 2023, he was the Vice President of Corporate Development for TAG Oil Ltd. (TSXV: TAO). Prior thereto from 2013 to 2016, he was the corporate development manager for East West Petroleum Corp. (TSXV: EW). Mr. Beltgens previously spent six years in London working in investment banking covering international oil & gas exploration and production companies and where he assisted in raising capital for the sector. Mr. Beltgens has completed the CFA program, received an MBA from the University of Toronto and a B.Sc from the University of Victoria).

Each of the members of the audit committee have experience in dealing with financial statements, accounting issues, internal controls and other matters relating to public companies as well as experience serving on the audit committee of a public company.

Audit Committee Oversight

There has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the board of directors.

Reliance on Exemptions in NI 52-110 regarding De Minimis Non-audit Services or on a Regulatory Order Generally

Spinco has not relied on the exemption in section 2.4 (De Minimis Non-audit Services) of NI 52-110 (which exempts all non-audit services provided by Spinco's auditor from the requirement to be preapproved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to Spinco, are not recognized as non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the Audit Committee prior to the completion of that year's audit) or an exemption from NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (Exemptions) of NI 52-110. Spinco's auditors have not provided any material non-audit services.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Issuer's directors and, where applicable, the Audit Committee, on a case-by-case basis

External Auditor Service Fees (By Category)

Spinco has not incurred any auditor fees since incorporation.

Reliance on Exemptions in NI 52-110 regarding Audit Committee Composition & Reporting Obligations

Since Spinco is a venture issuer, it will rely on the exemption contained in section 6.1 of NI 52-110 from the requirements of Part 3 Composition of the Audit Committee (as described in 'Composition of the Audit Committee' above) and Part 5 Reporting Obligations of NI 52-110 (which requires certain prescribed disclosure about the Audit Committee in this Circular).

Corporate Governance

Corporate governance relates to the activities of the board of directors, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the board of directors and who are charged with the day-to-day management of the Issuer. National Policy 58-201 Corporate Governance Guidelines establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices. The Spinco Board is committed to sound corporate governance practices, which are both in the interest of its Shareholders and contribute to effective and efficient decision making.

The board of directors believes that good corporate governance improves corporate performances and benefits all shareholders. The Canadian Securities Administrators (the "CSA") have adopted NP 58-201, which provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as Spinco. In addition, the CSA have implemented NI 58-101, which prescribes certain disclosure by the Issuer of its corporate governance practices. This section sets out Spinco's approach to corporate governance and addresses the Spinco's compliance with NI 58-101.

Board of Directors

The Spinco Board has responsibility for the stewardship of Spinco including responsibility for strategic planning, identification of the principal risks of Spinco's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of Spinco's internal control and management information systems.

The Spinco Board sets long term goals and objectives for Spinco and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. Spinco Board delegates the responsibility for managing the day-to-day affairs of Spinco to senior management but retains a supervisory role in respect of, and ultimate responsibility for, all matters relating to Spinco and its business. The board of directors of Spinco is responsible for protecting shareholders' interests and ensuring that the incentives of the shareholders and of management are aligned.

As part of its ongoing review of business operations, the board of directors of Spinco reviews, as frequently as required, the principal risks inherent in Spinco's business including financial risks, through periodic reports from management of such risks, and assesses the systems established to manage those risks. Directly and through the Audit Committee, the board of directors of Spinco also assesses the integrity of internal control over financial reporting and management information systems.

In addition to those matters that must, by law, be approved by the board of directors of Spinco, the Spinco Board is required to approve any material dispositions, acquisitions and investments outside the ordinary course of business, long-term strategy, and organizational development plans. Management of Spinco is authorized to act without board approval, on all ordinary course matters relating to Spinco's business.

The Spinco Board also monitors Spinco's compliance with timely disclosure obligations and reviews material disclosure documents prior to distribution. The Spinco Board is responsible for selecting the President and appointing senior management and for monitoring their performance.

The Spinco Board considers that the following directors are "independent" in that they are independent and free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of Spinco, other than interests and relationships arising from shareholding: Mark Goodman, Toby Pierce and Chris Beltgens. The Spinco Board of directors considers that Thomas Lamb, the Chief Executive Officer is not independent because he is a member of management.

Directorships

Certain of the directors are presently a director of one or more other reporting issuers (or equivalent) in a Canadian or foreign jurisdiction, as follows:

Name of Director	Name of Other Reporting Issuers
Toby Pierce	Wittering Capital Corp.
	First Nordic Metals Corp.
	Prospect Park Capital Corp.
	Silver Viper Minerals Corp.
	New Zealand Energy Corp.
Mark Goodman	Sterling Metals Corp.
	Copper Road Resources Inc.
Thomas Lamb	Sasquatch Resources Corp.
	Myriad Uranium Corp.
Chris Beltgens	Orex Minerals Inc.

Name of Director	Name of Other Reporting Issuers
	Kingfisher Metals Corp.
	Nexcel Metals Corp.
	Intertidal Capital Corp.

Position Descriptions

The Spinco Board has not developed written position descriptions for the chair or the chair of any board committees or for the CEO. Given the size of Spinco's infrastructure and the existence of only a small number of officers, the Spinco Board does not feel that it is necessary at this time to formalize position descriptions in order to delineate their respective responsibilities.

Orientation and Continuing Education

While Spinco is not expected to have a formal orientation and education program for new members of the Spinco Board, Spinco will provide such orientation and education on an ad hoc and informal basis. Directors are encouraged to communicate with management, auditors and technical consultants; and to keep themselves current with industry trends and developments and changes in legislation with management's assistance. Directors will have full access to Spinco's records.

Ethical Business Conduct

The Spinco Board maintains that Spinco must conduct and be seen to conduct its business dealings in accordance with all applicable laws and the highest ethical standards, and in accordance with the policies of the TSXV. Spinco's reputation for honesty and integrity amongst its shareholders and other stakeholders is key to the success of its business. No officer or director will be permitted to achieve results through violation of laws or regulations, or through unscrupulous dealings.

Any director with a conflict of interest or who is capable of being perceived as being in conflict of interest with respect to Spinco must abstain from discussion and voting by the Spinco Board or any committee of the Spinco Board on any motion to recommend or approve the relevant agreement or transaction. The Spinco Board must comply with conflict of interest provisions of the BCBA.

Nomination of Directors

Both the directors and management are responsible for selecting nominees for election to the Spinco Board. At present, there is no formal process established to identify new candidates for nomination. The Spinco Board and management determine the requirements for skills and experience needed on the Spinco Board from time to time. Spinco's Articles provide for advance notice of nominations of directors, which require that advance notice be provided to Spinco in circumstances where nominations of persons for election to the Spinco Board are made by shareholders of Spinco other than pursuant to: (i) a requisition of a meeting of shareholders made pursuant to the provisions of the BCBCA; or (ii) a shareholder proposal made pursuant to the provisions of the BCBA. A copy of the Articles will be filed under Spinco's profile on SEDAR+ at www.sedarplus.ca following completion of the Arrangement.

The Spinco Board will consider its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the board's duties effectively and to maintain a diversity of views and experience.

The Spinco Board does not have a nominating committee, and these functions are currently performed by the board as a whole. However, if there is a change in the number of directors required by Spinco, this policy will be reviewed.

Compensation

The Spinco Board is, among other things, responsible for determining all forms of compensation to be granted to the Chief Executive Officer of Spinco and other senior management and executive officers of Spinco, for evaluating the Chief Executive Officer's performance in light of the corporate goals and objectives set for him/her, for reviewing the adequacy and form of the compensation and benefits of the directors in their capacity as directors of Spinco to ensure that such compensation realistically reflects the responsibilities and risks involved in being an effective director.

To determine future compensation payable, the Spinco Board will review compensation paid to directors and CEOs of companies of similar size and stage of development in the mineral exploration/mining industry and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of Spinco. In setting the compensation, the Spinco Board will annually review the performance of the CEO, in light of Spinco's objectives, and consider other factors that may have impacted the success of Spinco in achieving its objectives.

As previously discussed in this Circular, Spinco has no current arrangements, standard or otherwise, pursuant to which directors are compensated by Spinco for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as a consultant or expert.

Other Board Committees

Other than the Audit Committee described in this Schedule "B" under the heading "Audit Committee", the Spinco Board has no other committees.

Assessments

The Spinco Board will regularly evaluate its effectiveness, its committees and individual directors.

Risk Factors

An investment in Spinco Shares should be considered highly speculative, not only due to the nature of Spinco's expected business and operations, but also because of the uncertainty related to the proposed business of Spinco upon completion of the Arrangement. In addition to the other information in this Circular, an investor should carefully consider each of, and the cumulative effect of the following factors, which assume the completion of the Arrangement. Shareholders of Spinco may lose their entire investment. The risks described below are not the only ones facing Spinco. Additional risks not currently known to Spinco or that Spinco currently deems immaterial, may also impair Spinco's operations. If any of the following risks actually occur, Spinco's business, financial condition and operating results could be adversely affected.

Shareholders should consult with their professional advisors to assess the Arrangement and their resulting investment in Spinco. In evaluating Spinco and its business and whether to vote in favour of the Arrangement Resolution, Shareholders should carefully consider, in addition to the other information contained in the Circular and this Schedule "B", the risk factors which follow, as well as the risks associated with the Arrangement (see in the Circular "*Risks Associated with the Arrangement*"). These risk factors may not be a definitive list of all risk factors associated with the Arrangement, an investment in Spinco or in connection with Spinco's business and operations.

Market Risk

Spinco Shares are not currently listed on any stock exchange and there is no assurance that the shares will be listed. Even if a listing is obtained, the holding of Spinco Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. Spinco Shares should not be held by persons who cannot afford the possibility of the loss of their entire investment. Furthermore, an investment in securities of Spinco should not constitute a major portion of an investor's portfolio.

Until the Spinco Shares are listed on a stock exchange, Spinco Shareholders may not be able to sell their Spinco Shares. Even if a listing is obtained, the holding of Spinco Shares will involve a high degree of risk.

Qualification under the Tax Act for a Registered Plan

If the Spinco Shares are not listed on a designated stock exchange in Canada before the due date for Spinco's first income tax return or if Spinco does not otherwise satisfy the conditions in the Tax Act to be a "public corporation", the Spinco Shares will not be considered to a qualified investment for a Registered Plan from their date of issue. Where a Registered Plan acquires a Spinco Share in circumstances where the Spinco Share is not a qualified investment under the Tax Act for the Registered Plan, adverse tax consequences may arise for the Registered Plan and the Controlling Individual for the Registered Plan.

Following the Arrangement, Spinco may be unable to make the changes necessary to operate as an independent entity and may incur greater costs

Following the Arrangement, the separation of Spinco from the other business of the Issuer may materially affect Spinco. Spinco may not be able to implement successfully the changes necessary to operate independently. Spinco may incur additional costs relating to operating independently from the Issuer that could materially negatively affect its cash flows and results of operations. Spinco may require the Issuer to provide Spinco with certain services, facilities and/or financing on a transitional basis. Spinco may, as a result, be dependent on such services and facilities until it is able to provide or obtain its own services, facilities and/or capital.

Spinco has not had a separate operating history as a stand-alone entity

Spinco has a limited operating history and no operating revenues. Upon the Arrangement becoming effective, Spinco will become an independent company. The operating history of the Issuer cannot be regarded as the operating history of Spinco. The ability of Spinco to raise capital, satisfy its obligations and provide a return to its shareholders will be dependent on future performance. It will not be able to rely on the capital resources and cash flows of the Issuer.

Income tax considerations

The fair market value of the Spinco Shares immediately following the exchange of Pre-Arrangement Shares for New Common Shares and Spinco Shares cannot be determined precisely and will impact the tax consequences of participating in the Arrangement. No tax ruling has been received from the authorities in Canada or the United States in respect of tax consequences of participating in the Arrangement.

Exploration, Development and Production Risks

The exploration for and development of minerals involves significant risks, which even a combination of careful evaluation, experience and knowledge may not eliminate. Few properties which are explored are ultimately developed into producing mines. There can be no guarantee that the estimates of quantities and qualities of minerals disclosed will be economically recoverable. With all mining operations there is uncertainty and, therefore, risk associated with operating parameters and costs resulting from the scaling up of extraction methods tested in

pilot conditions. Mineral exploration is speculative in nature and there can be no assurance that any minerals discovered will result in an increase in Spinco's resource base.

Spinco's operations will be subject to all of the hazards and risks normally encountered in the exploration, development and production of minerals. These include unusual and unexpected geological formations, rock falls, seismic activity, flooding and other conditions involved in the extraction of material, any of which could result in damage to, or destruction of, mines and other producing facilities, damage to life or property, environmental damage and possible legal liability. Although precautions to minimize risk will be taken, operations are subject to hazards that may result in environmental pollution, and consequent liability that could have a material adverse impact on the business, operations and financial performance of Spinco.

Substantial expenditures are required to establish ore reserves through drilling, to develop metallurgical processes to extract the metal from the ore and, in the case of new properties, to develop the mining and processing facilities and infrastructure at any site chosen for mining. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that minerals will be discovered in sufficient quantities to justify commercial operations or that funds required for development can be obtained on a timely basis. The economics of developing mineral properties is affected by many factors including the cost of operations, variations in the grade of ore mined, fluctuations in metal markets, costs of processing equipment and such other factors as government regulations, including regulations relating to royalties, allowable production, importing and exporting of minerals and environmental protection. The remoteness and restrictions on access of properties in which Spinco will have an interest will have an adverse effect on profitability as a result of higher infrastructure costs. There are also physical risks to the exploration personnel working in the terrain in which Spinco's properties are located, often in poor climate conditions.

The long-term commercial success of Spinco depends on its ability to find, acquire, develop and commercially produce minerals. No assurance can be given that Spinco will be able to locate satisfactory properties for acquisition or participation. Moreover, if such acquisitions or participations are identified, Spinco may determine that current markets, terms of acquisition and participation or pricing conditions make such acquisitions or participations uneconomic.

Environmental Risks

All phases of the mining business present environmental risks and hazards and are subject to environmental regulation pursuant to a variety of international conventions and state and municipal laws and regulations. Environmental legislation provides for, among other things, restrictions and prohibitions on spills, releases or emissions of various substances produced in association with mining operations. The legislation also requires that wells and facility sites be operated, maintained, abandoned and reclaimed to the satisfaction of applicable regulatory authorities. Compliance with such legislation can require significant expenditures and a breach may result in the imposition of fines and penalties, some of which may be material. Environmental legislation is evolving in a manner expected to result in stricter standards and enforcement, larger fines and liability and potentially increased capital expenditures and operating costs. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and directors, officers and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of operations.

Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations and, in particular, environmental laws.

Amendments to current laws, regulations and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on Spinco and cause increases in

capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in the development of new mining properties.

Title Risks

Title to mineral properties, as well as the location of boundaries on the grounds may be disputed. Moreover, additional amounts may be required to be paid to surface right owners in connection with any mining development. Spinco has taken precautions to ensure that legal title to their property interests is properly recorded. There can be no assurance that Spinco will be able to secure the grant or the renewal of exploration permits or other tenures on terms satisfactory to it, or that governments in the jurisdictions in which the properties are situated will not revoke or significantly alter such permits or other tenures or that such permits and tenures will not be challenged or impugned. Spinco's mineral property interests may be subject to prior unregistered agreements or transfers or native land claims and title may be affected by undetected defects. Surveys have not been carried out on any of Spinco's mineral properties; therefore, their existence and area could be in doubt. Until competing interests in the mineral lands have been determined, Spinco can give no assurance as to the validity of title of Spinco to those lands or the size of such mineral lands. If a title defect exists, it is possible that Spinco may lose all or part of its interest in the properties to which such defects relate. In addition, Spinco may fail, due to error, omission, or technological issues to renew its claims in a timely manner, potentially resulting in the loss of valuable claims to a property.

There is uncertainty related to unsettled aboriginal rights and title in British Columbia and this may adversely impact Spinco's operations and profit.

First Nations land claims in British Columbia remain the subject of active and significant debate and litigation. There can be no guarantee that the unsettled nature of land claims in British Columbia will not create delays in project approval on the Twenty Mile Property or unexpected interruptions in project progress or result in additional costs to advance the project.

Community Groups

There is an ongoing level of public concern relating to the effects of mining on the natural landscape, on communities and on the environment. Certain non-governmental organizations, public interest groups and reporting organizations who oppose resource development can be vocal critics of the mining industry. Any such actions and the resulting media coverage could have an adverse effect on the reputation and financial condition of Spinco or its relationships with the communities in which it operates, which could have a material adverse effect on Spinco's business, financial condition, results of operations, cash flows or prospects.

Ongoing Financing Needs

As Spinco will have limited financial resources, its ability to continue acquisition, exploration and development activities may be reliant on its continued attractiveness to equity and/or debt investors. Spinco will incur operating losses as it continues to expend funds to explore and develop the Twenty Mile Property and any other properties it may acquire. Even if its financial resources upon completion of the Arrangement and Financing are sufficient to fund its exploration and development programs, which will allow Spinco to arrive at conclusions regarding commercial viability of the resources and reserves in the Twenty Mile Property, there is no guarantee that Spinco will be able to develop it in a profitable manner. Spinco's ability to arrange financing in the future will depend in part upon prevailing capital market conditions, as well as Spinco's business success. There can be no assurance that Spinco will be successful in its efforts to arrange additional financing on terms satisfactory to Spinco, and failure to raise such capital could result in Spinco forfeiting its interest in its mineral properties, missing certain acquisition opportunities or going out of business.

Competition

The mining industry is highly competitive. Many of Spinco's competitors for the acquisition, exploration, production and development of minerals, and for capital to finance such activities, will include companies that have greater financial and personnel resources available to them than Spinco.

Volatility of Mineral Prices

The market price of any mineral is volatile and is affected by numerous factors that are beyond Spinco's control. These include international supply and demand, the level of consumer product demand, international economic trends, currency exchange rate fluctuations, the level of interest rates, the rate of inflation, global or regional political events and international events as well as a range of other market forces. Sustained downward movements in mineral market prices could render less economic, or uneconomic, some or all of the mineral extraction and/or exploration activities to be undertaken by Spinco.

No Mineral Resources

All of the properties in which Spinco will hold an interest are considered to be in the early exploration stage only and do not contain any known bodies of commercial mineralization. No assurance can be given that the exploration activities of Spinco will result in the discovery and extraction of mineral resources.

Reliance on Key Employees

The success of Spinco will be largely dependent upon the performance of its management and key employees. In assessing the risk of an investment in the Spinco Shares, potential investors should realize that they are relying on the experience, judgment, discretion, integrity and good faith of the proposed management of Spinco. Spinco will not maintain life insurance policies in respect of its key personnel. Spinco could be adversely affected if such individuals do not remain with Spinco.

Conflicts of Interest

Certain of the directors and officers of Spinco will be engaged in, and will continue to engage in, other business activities on their own behalf and on behalf of other companies (including mineral resource companies) and, as a result of these and other activities, such directors and officers of Spinco may become subject to conflicts of interest. The BCBCA provides that if a director has a material interest in a contract or proposed contract or agreement that is material to the issuer, the director must disclose his interest in such contract or agreement and must refrain from voting on any matter in respect of such contract or agreement, subject to and in accordance with the BCBCA. To the extent that conflicts of interest arise, such conflicts will be resolved in accordance with the provisions of the BCBCA.

Dividends

To date, the Issuer has not paid any dividends on its outstanding shares. Any decision to pay dividends on the shares of Spinco will be made by its board of directors on the basis of its earnings, financial requirements and other conditions.

Permits and Licenses

The activities of Spinco are subject to government approvals, various laws governing prospecting, development, land resumptions, production taxes, labour standards and occupational health, mine safety, toxic substances and other matters, including issues affecting local native populations. Although the Issuer believes that its activities are currently, and Spinco's will be, carried out in accordance with all applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be

applied in a manner which could limit or curtail production or development. Amendments to current laws and regulations governing operations and activities of exploration and mining, or more stringent implementation thereof, could have a material adverse impact on the business, operations and financial performance of Spinco. Further, the mining licenses and permits issued in respect of its projects may be subject to conditions which, if not satisfied, may lead to the revocation of such licenses. In the event of revocation, the value of Spinco's investments in such projects may decline. The operations of Spinco will require licences and permits from various governmental authorities. There can be no assurance that Spinco will be able to obtain all necessary licences and permits that may be required to carry out the exploration and development of its projects in a timely manner or at all.

History of Net Losses

The Issuer has received no revenue to date from the exploration activities on its properties, and the Issuer incurred a loss during the most recently completed financial year. Spinco has not yet commenced operations and therefore has no history of earnings or return on investment, and there is no assurance that any of the properties that it currently holds, will acquire pursuant to the Arrangement or otherwise will generate earnings, operate profitably or provide a return on investment in the future. The Issuer had not found that development activity is warranted on any of its Mineral Properties or the Twenty Mile Property. Even if Spinco does undertake development activity on the Twenty Mile Property, there is no certainty that Spinco will produce revenue, operate profitably or provide a return on investment in the future.

The exploration of Spinco's properties depends on its ability to obtain additional required financing. There is no assurance that Spinco will be successful in obtaining the required financing, which could cause it to postpone its exploration plans or result in the loss or substantial dilution of its interest in its properties as disclosed in this Circular.

Uninsured Risks

Spinco, as a participant in mining and exploration activities, may become subject to liability for hazards that cannot be insured against or against which it may elect not to be so insured because of high premium costs. Furthermore, Spinco may incur a liability to third parties (in excess of any insurance coverage) arising from negative environmental impacts or any other damage or injury.

Volatile Stock Price

The price of the Spinco Shares is expected to be highly volatile and will be drastically affected by the success of exploration and test results. Spinco cannot predict the results of its exploration activities expected to take place in the future. The results of these activities will inevitably affect Spinco's decisions related to further exploration and/or production at the Twenty Mile Property or other properties that Spinco may explore in the future and will likely trigger major changes in the trading price of the Spinco Shares.

Competition

Spinco may actively compete for acquisitions, leases, licences, concessions, claims, skilled industry personnel, equipment and other related interests with a substantial number of other companies, many of which have significantly greater history of operating and financial resources than Spinco. Spinco's ability to successfully bid on and acquire additional property rights, to participate in opportunities and to identify and enter into commercial arrangements with other parties could be adversely affected by the intensely competitive nature of the mining industry.

Shortages of Equipment and Access Restrictions

Mineral exploration and development activities are dependent on the availability of drilling and related equipment in the particular areas where such activities will be conducted. Demand for such limited supply of equipment or

access restrictions may adversely affect the availability of such equipment to Spinco for the Twenty Mile Property or other properties that it may acquire and may delay exploration and development activities, which could in turn adversely affect its continued operations.

Dilution to Existing Shareholders

Successful completion of the Financing will result in dilution of the Shareholders pro rata ownership of Spinco and Spinco will complete additional equity financings in the future. Spinco may be required to issue securities on less than favourable terms in order to raise sufficient capital to fund its business plan in a timely manner. Any future transaction involving the issuance of equity securities or securities convertible into common shares would result in dilution, possibly substantial, to shareholders of Spinco. The number of common shares Spinco is authorized to issue is unlimited.

Uninsured risks

The business of Spinco is subject to a number of risks and hazards generally, including adverse environmental conditions, industrial accidents, labour disputes, unusual or unexpected geological conditions, ground or slope failures, cave-ins, changes in the regulatory environment and natural phenomena such as inclement weather conditions and floods. Such occurrences could result in damage to mineral properties or production facilities, personal injury or death, environmental damage to properties of Spinco or others, delays in mining, monetary losses and possible legal liability.

Although Spinco will maintain insurance to protect against certain risks in such amounts as it considers to be reasonable, its insurance will not cover all the potential risks associated with its operations and insurance coverage may not continue to be available or may not be adequate to cover any resulting liability. It is not always possible to obtain insurance against all such risks and Spinco may decide not to insure against certain risks because of high premiums or other reasons. Moreover, insurance against risks such as environmental pollution or other hazards as a result of exploration and production is not generally available to Spinco or to other companies in the mining industry on acceptable terms. Losses from these events may cause Spinco to incur significant costs that could have a material adverse effect upon its financial performance and results of operations.

Limited Operating History and Lack of Profits

Spinco is an early-stage exploration company with a limited operating history. The likelihood of success of the Spinco's business plan must be considered low in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with developing and expanding early stage businesses and the regulatory and competitive environment in which Spinco will operate.

Spinco has no history of earnings and has not commenced commercial production on any of its properties. The Issuer has experienced losses from operations and Spinco expects to continue to incur losses for the foreseeable future. There can be no assurance that Spinco will be profitable in the future. Spinco's operating expenses and capital expenditures are likely to increase in future years as needed consultants, personnel and equipment associated with advancing exploration, and, if permitted, development and, potentially, commercial production of its properties, are added. The amounts and timing of expenditures will depend on the progress of ongoing exploration and development, the results of consultants' analyses and recommendations, the rate at which operating losses are incurred, the execution of any joint venture agreements with strategic partners, Spinco's acquisition of additional properties, government regulatory processes and other factors, many of which are beyond Spinco's control. Spinco expects to continue to incur losses unless and until such time as its properties enter into commercial production and generate sufficient revenues to fund its continuing operations. The development of Twenty Mile Property will require the commitment of substantial resources. There can be no assurance that Spinco will generate any revenues or achieve profitability.

Ability of Spinco to Continue as a Going Concern

Spinco is in the exploration stage and is currently seeking additional capital to develop its exploration properties. Spinco's ability to continue as a going concern is dependent upon its ability in the future to achieve profitable operations and, in the meantime, to obtain the necessary financing to meet its obligations and repay its liabilities when they become due. External financing, predominantly by the issuance of equity and debt, will be sought to finance the operations of Spinco; however, there can be no certainty that such funds will be available at terms acceptable to Spinco. These conditions indicate the existence of material uncertainties that may cast significant doubt about Spinco ability to continue as a going concern.

Dividends

Spinco has not paid any dividends on its outstanding securities and does not expect to do so in the foreseeable future. Any decision to pay dividends on the Spinco Shares will be made by the board of directors.

Other Risks and Hazards

Spinco's operations are subject to a number of risks and hazards including:

- environmental hazards;
- discharge of pollutants or hazardous chemicals;
- industrial accidents;
- failure of processing and mining equipment;
- labour disputes;
- supply problems and delays;
- changes in regulatory environment;
- encountering unusual or unexpected geologic formations or other geological or grade problems;
- encountering unanticipated ground or water conditions;
- cave-ins, pit wall failures, flooding, rock bursts and fire;
- periodic interruptions due to inclement or hazardous weather conditions;
- uncertainties relating to the interpretation of drill results;
- inherent uncertainty of production and cost estimates and the potential for unexpected costs and expenses;
- results of initial feasibility, pre-feasibility and feasibility studies, and the possibility that future exploration or development results will not be consistent with the Issuer's expectations;
- the potential for delays in exploration or the completion of feasibility studies; and
- other acts of God or unfavorable operating conditions.

Such risks could result in damage to, or destruction of, mineral properties or processing facilities, personal injury or death, loss of key employees, environmental damage, delays in mining, monetary losses and possible legal liability. Satisfying such liabilities may be very costly and could have a material adverse effect on future cash flow, results of operations and financial condition.

Promoters

Under applicable Canadian securities laws, the Issuer may be considered a promoter of Spinco in that it took initiative in substantially reorganizing the business of Spinco.

As of the date of this Circular, the Issuer is the registered holder of 5,000,000 Spinco Shares representing all of the issued and outstanding Spinco Shares, which it received as a result the completion of the Pre-Arrangement Steps following the winding-up of 153.

Immediately following the Effective Time, the Issuer is not expected to beneficially own, control and direct, directly or indirectly, any other than approximately 72,625 Spinco Shares held for the benefit of holders of Warrants.

Legal Proceedings and Regulatory Actions

Spinco is not a party to any legal proceedings currently material to it or of which any of Spinco's property is the subject matter, and no such proceedings are known by Spinco to be contemplated. There are no penalties or sanctions imposed against Spinco by a court or a regulatory authority and Spinco has not entered into any settlement agreements before a court or with a securities regulatory authority.

Interest of Management and Others in Material Transactions

Except as disclosed elsewhere in this Circular, the directors, executive officers and principal shareholders of Spinco or any associate or affiliate of the foregoing have had no material interest, direct or indirect, in any transactions in which Spinco has participated within the three-year period prior to the Record Date, which has materially affected or will materially affect Spinco.

Auditor, Transfer Agent and Registrar

The auditor of Spinco will be DeVisser Gray LLP, Chartered Professional Accountants, 401-905 West Pender St., Vancouver, British Columbia, V6C 1L6. The registrar and transfer agent of the Spinco Shares will be Computershare Investor Services Inc., 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9.

Material Contracts

Except for contracts entered into in the ordinary course of business, the only contract entered into by Spinco since incorporation that can reasonably be regarded as presently material to Spinco is the Arrangement Agreement, which agreement is available on SEDAR+ at www.sedarplus.ca.

Other Material Facts

To management's knowledge, there are no other material facts relating to the Spinco Shares being distributed that are not otherwise disclosed in this Circular, or are necessary in order for the Circular to contain full, true and plain disclosure of all material facts relating to Spinco and the Spinco Shares.

SCHEDULE "C"

PLAN OF ARRANGEMENT

1. INTERPRETATION

1.1 Defined Terms

For the purpose of this Plan of Arrangement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) **"Arrangement"** means the arrangement under the provisions of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement, this Plan of Arrangement or at the direction of the Court;

(b) **"Arrangement Agreement"** means the arrangement agreement dated as of October 24, 2025 among J2 and Spinco, together with the schedules to such agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with their terms;

(c) **"Arrangement Application"** means the arrangement application to be filed with the Registrar by J2 that includes all records required to be filed with the Registrar to give effect to each provision of the Arrangement including an entered copy of the Final Order;

(d) **"BCBCA"** means the Business Corporations Act (British Columbia), as may be amended from time to time, including the regulations promulgated thereunder;

(e) **"Business Day"** means any day other than a Saturday or Sunday or statutory holiday in the Province of British Columbia, upon which banks generally are open for business in the City of Vancouver, British Columbia;

(f) **"Conversion Ratio"** means that ratio is equal to (i) the Distributed Spinco Shares divided by (ii) the number of Shares together with the number of Warrants outstanding on the Share Distribution Record Date.

(g) **"Court"** means the Supreme Court of British Columbia;

(h) **"Dissent Rights"** has the meaning ascribed to it in Section 4.1(a) of this Plan of Arrangement;

(i) **"Dissenting Shareholder"** means a registered holder of Shares who has properly exercised their Dissent Rights and who is ultimately entitled to be paid fair value for their Shares;

(j) **"Distributed Spinco Shares"** means the 5,000,000 Spinco Shares currently outstanding in Spinco and to be distributed to former holders of Shares pursuant to Section 2.1(d)(ii) of this Plan of Arrangement;

(k) **"Effective Date"** means the effective date on which the Final Order, the Arrangement Application and all other required documents are accepted for filing by the Registrar;

(l) **"Effective Time"** means the time when the transactions contemplated herein will be deemed to have been completed, which shall be 12:01 am on the Effective Date, or such other time as may be agreed to by the parties;

(m) **"Final Order"** means the final order of the Court in form acceptable to J2 and Spinco, each acting reasonably, approving the Plan Arrangement as such order may be amended by the Court with the consent of J2

and Spinco at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

(n) **"Interim Order"** means the interim order of the Court providing for, among other things, the calling and holding of the Meeting, as the same may be amended;

(o) **"Meeting"** means the special meeting of the Shareholders, including any adjournment or postponement thereof, to be held in accordance with the Interim Order for the purpose of, among other things, approving the Plan of Arrangement;

(p) **"J2"** means J2 Metals Inc., a company existing under the laws of British Columbia;

(q) **"New Common Shares"** has the meaning ascribed to that term in Section 2.3(b)(ii) of this Plan of Arrangement;

(r) **"Person"** shall be broadly interpreted and includes any natural person, partnership, limited partnership, joint venture, syndicate, sole proprietorship, body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative;

(s) **"Plan of Arrangement"** means this plan of arrangement and any amendments or variations hereto made in accordance with the Arrangement Agreement or this plan of arrangement or made at the direction of the Court;

(t) **"Pre-Arrangement Shares"** means the renamed, redesignated and amended Shares as described in Section 2.3(b) (i) of this Plan of Arrangement;

(u) **"Registrar"** means the Registrar of Companies for British Columbia;

(v) **"Section 3(a)(10) Exemption"** means the registration requirements of the U.S. Securities Act provided by section 3(a)(10) of the U.S. Securities Act;

(w) **"Share Distribution Record Date"** means the date determined and approved by the board of directors of J2 at its own discretion, which date establishes the Shareholders who will be entitled to receive Spinco Shares, pursuant to the Plan of Arrangement;

(x) **"Shareholders"** means the holders of Shares;

(y) **"Shares"** means the common shares without par value in the capital of J2 as the same are constituted on the date hereof;

(z) **"Spinco"** means 1158227 B.C. LTD., a wholly owned subsidiary of J2;

(aa) **"Spinco Shares"** means common shares in the capital of Spinco;

(bb) **"Tax Act"** means the Income Tax Act (Canada), as amended;

(cc) **"Transfer Agent"** mean the registrar and transfer agent of each of J2 or Spinco, as the context requires;

(dd) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended;

(ee) **"Warrants"** means warrants to purchase Shares existing as at the Effective Time; and

(ff) **"Warrantholders"** means holders of the Warrants on the Effective Date.

1.2 Sections and Headings

The division of this Plan of Arrangement into Articles, Sections and other divisions and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto. Unless a contrary intention appears, references in this Plan of Arrangement to an Article or Section by number or letter or both refer to the Article or Section respectively bearing that designation in this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise required, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall refer to Persons as defined in this Plan of Arrangement.

1.4 Severability

If any provision of this Plan of Arrangement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

1.5 Date for any Action

If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 Statute References

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.7 Time

Time shall be of the essence in every matter or action contemplated hereunder.

1.8 Currency

All references to currency herein are to lawful money of Canada unless otherwise specified herein.

1.9 Governing Law

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

2. ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms a part of the Arrangement Agreement.

2.2 Binding Effect

As of from the Effective Time, this Plan of Arrangement will be binding upon (i) J2, (ii) Spinco, and (iii) all holders of Shares and Warrants.

2.3 Plan of Arrangement

Subject to the provisions of Article 4, commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur sequentially in the following order without any further act or formality:

(a) Dissenting Shareholders. Shares held by Dissenting Shareholders will be deemed to be transferred, without any further act or formality on the part of the holder, and free and clear of all Encumbrances, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Shareholders other than the right to be paid the fair value for their Shares by J2.

(b) Reorganization of Capital. The authorized share capital of J2 and its notice of articles and articles will be altered by:

(i) renaming and redesignating all of the issued and unissued Shares as class A common shares (the "Pre-Arrangement Shares") and amending the special rights and restrictions attached thereto to provide the holders thereof with the right to two votes in respect of each share held;

(ii) creating an unlimited number of common shares without par value with terms identical to the Shares immediately prior to the Effective Time (the "New Common Shares").

(c) Exchange of Shares:

(i) J2 shall repurchase from each Shareholder each issued and outstanding Pre-Arrangement Share and in consideration for each such Pre-Arrangement Share, J2 will: (A) issue one New Common Share and (B) transfer to the Shareholder a fraction of a Spinco Share equivalent to Conversion Ratio;

(ii) Each Shareholder will cease to be the holder of the Pre-Arrangement Shares so repurchased and will become the holder of New Common Shares issued to such Shareholder. The name of such Shareholder will be removed from the register of holders of Pre-Arrangement Shares with respect to the Pre-Arrangement Shares so exchanged and will be added to the registers of the holders of New Common Shares as the holder of the number of New Common Shares so issued to such Shareholder and the Spinco Shares transferred to the then holders of the Shares will be registered in the name of the former holders of the Pre-Arrangement Share Shares and J2 will provide Spinco and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Spinco; and

(d) Cancellation of Shares. The Pre-Arrangement Share Shares exchanged for the New Common Shares pursuant subsection 2.3(c)(i) will be cancelled and the authorized capital of J2 and its notice of articles shall be amended by deleting the Shares (as re-designated as Pre-Arrangement Shares) as a class of share of J2;

(e) Capital Adjustments. Upon the cancellation of the Pre-Arrangement Shares, the capital maintained in respect of the Pre-Arrangement Shares shall be reduced by an amount equal to the capital attributable to such Pre-Arrangement Shares immediately before the repurchase in Section 2.3(d)(i) and, notwithstanding section 73 of the BCBCA, the capital account maintained for the New Common Shares shall be equal to the amount, if any, by which the amount of the reduction to the capital maintained for the Pre-Arrangement Shares exceeds the fair market value of the Spinco Shares immediately before the Effective Time.

(f) Warrants. Each Warrant then outstanding shall be deemed to be adjusted in accordance with its terms to entitle the Warrantholder to receive, upon due exercise of the Warrant, for the original exercise price: (i) one New

Common Share for each Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time; and (ii) that number of Spinco Shares for each Share that was issuable upon due exercise of the Warrant immediately prior to the Effective Time as is multiplied by the Conversion Ratio with any Spinco Shares then issuable upon the exercise of such Warrants being transferred by J2 from the Distributed Spinco Shares;

(g) Deemed on the Effective Date. The exchanges, cancellations and steps provided for in this Section 2.3 shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

2.4 Deemed Fully Paid and Non-Assessable Shares

All New Common Shares and Spinco Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

2.5 No Fractional Securities

Notwithstanding any other provision of this Arrangement, while each Shareholder's fractional shares will be combined, no fractional Spinco Shares shall be distributed to the Shareholders or upon exercise of Warrants, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Spinco Shares not distributed as a result of so rounding down shall be cancelled by Spinco.

2.6 Share Distribution Record Date

In section 2.3(d), the reference to a holder of a Pre-Arrangement Share shall mean a person who is a Shareholder on the Share Distribution Record Date, subject to the provisions of Article 4.

2.7 Supplementary Actions

Notwithstanding that the transactions and events set out in 2.3 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of J2 and Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 2.3, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

2.8 Withholding

Each of J2, Spinco and the Transfer Agent shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Common Shares or Spinco Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Common Shares or Spinco Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

2.9 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances, restrictions, adverse claims or other claims of third parties of any kind.

2.10 U.S. Securities Law Matters

The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by the Section 3(a)(10) Exemption.

2.11 Fair Market Value

For the purposes of the Plan of Arrangement, fair market value of the New Common Shares and the Spinco Shares shall be determined by the board of directors of J2 and Spinco, respectively, acting in good faith.

3. CERTIFICATES

3.1 Spinco Share Certificates

As soon as practicable after the Effective Date, Spinco shall cause (through the Transfer Agent) to be issued to the registered holders of Shares as of the Share Distribution Record Date, share certificates or direct registration statements representing the respective Spinco Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates or direct registration statements (“DRS”) to be mailed to such registered holders.

3.2 Pre-Arrangement Shares

Recognizing that the Shares shall be renamed and redesignated as Pre-Arrangement Shares pursuant to Section 2.1(b)(i) of this Plan of Arrangement and that the Shares shall be exchanged partially for New Common Shares pursuant to Section 2.3(d) of this Plan of Arrangement, J2 shall not issue replacement share certificates representing the Pre-Arrangement Shares.

3.3 New Common Shares

From and after the Effective Date, share certificates representing Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 4, shall for all purposes be deemed to be share certificates representing New Common Shares, and no new share certificates shall be issued with respect to the New Common Shares issued in connection with the Arrangement.

3.4 Interim Period

Shares traded, if any, after the Share Distribution Record Date and prior to the Effective Date shall represent New Common Shares, and shall not carry any right to receive any Spinco Shares.

3.5 Use of Postal Services

Any certificate which any person is entitled to receive in accordance with this Plan of Arrangement will (unless the Transfer Agent has received instructions to the contrary from or on behalf of such person prior to the Effective Date) be forwarded by first class mail, postage prepaid, or in the case of postal disruption in Canada, by such other means as the Transfer Agent may deem prudent.

3.6 Warrants

After the Effective Date, certificates representing Warrants shall be deemed to adjusted in accordance with Section 2.3(f). J2 shall not be required to issue replacement warrant certificates to reflect such amendments, and all existing warrant certificates shall be deemed to be adjusted accordingly.

4. RIGHTS OF DISSENT

4.1 Dissent Rights

Pursuant to the Interim Order, registered Shareholders are entitled to exercise rights of dissent in connection with the Arrangement with respect to their Shares, under Part 8, Division 2 of the BCBCA as modified by the Interim Order, the Final Order and this Section 4.1 (the "Dissent Rights"); provided that, notwithstanding subsection 242(2) of the BCBCA, the written objection to the resolution approving the Arrangement contemplated by subsection 242(2) of the BCBCA must be received by J2 not later than 4:00 p.m. (Vancouver time) on the date which is two Business Days immediately preceding the date of the Meeting or any date to which the Meeting may be postponed or adjourned and provide further that a Dissenting Shareholder who exercises such Dissent Rights and who:

(a) is ultimately entitled to be paid fair value for the Shares held by that Person, which fair value shall be the fair value of such shares immediately before the approval by the Shareholders of the Arrangement, shall be paid an amount in cash equal to such fair value by J2 and will not be entitled to any other payment or consideration, including any payment or consideration that would be payable under the Arrangement had such holders not exercised their Dissent Rights, and will be deemed to be transferred, as of the Effective Date, without any further act or formality, such Shares, to J2; and

(b) is ultimately determined not to be entitled, for any reason, to be paid fair value for their Shares shall be deemed to have participated in the Arrangement on the same basis as any non-Dissenting Shareholders as at and from the Effective Time.

4.2 Only Registered Holders

In no circumstances shall J2, Spinco or any other Person be required to recognize a Person exercising Dissent Rights unless such person is a registered holder of the Shares in respect of which such Dissent Rights are sought to be exercised.

4.3 Recognition of Dissenting Shareholders

In no case shall J2, Spinco or any other Person be required to recognize a Dissenting Shareholder as a Shareholder after the time that is immediately prior to the Effective Time, and the names of each Dissenting Shareholder shall be deleted from the central securities register as a Shareholder at the Effective Time and J2 shall be recorded as the registered holder of the Shares held by the Dissenting Shareholder and shall be deemed to be the legal owner of such Shares.

4.4 Reservation of Spinco Shares

If a Shareholder exercises Dissent Rights, J2 shall, on the Effective Date, set aside and not distribute that portion of the Distributed Spinco Shares which are attributable to the Shares for which Dissent Rights have been exercised. If the Dissenting Shareholder is ultimately not entitled to be paid for their Shares, J2 shall distribute to such Shareholder his or her pro rata portion of the Distributed Spinco Shares. If a Shareholder duly complies with the procedures for the exercise of their Dissent Rights and is ultimately entitled to be paid for their Shares, then J2 shall retain the portion of the Distributed Spinco Shares attributable to such Shareholder and such shares will be dealt with as determined by the Board of Directors of J2 in its discretion.

In the event that any Warrant outstanding on the Effective Date later expires unexercised, thus causing the holder of such Warrants to not be entitled to receive their pro rata portion of the Distributed Spinco Shares, then J2 shall retain the portion of the Distributed Spinco Shares attributable to such Warrants and such shares will be dealt with as determined by the Board of Directors of J2 in its discretion.

5. AMENDMENTS AND WITHDRAWAL

5.1 Amendments

(a) J2 and Spinco reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by J2 and Spinco, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by J2 at any time prior to the Meeting provided that Spinco shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement may be made by J2 and Spinco without approval of the Shareholders provided that it concerns a matter which, in the reasonable opinion of J2 and Spinco, is of an administrative or ministerial nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any of the Shareholders.

(d) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Meeting shall be effective only if: (i) it is consented to in writing by each of J2 and Spinco; and (ii) if required by the Court, it is consented to by the Shareholders voting in the manner directed by the Court.

5.2 Withdrawal

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

6. TERMINATION

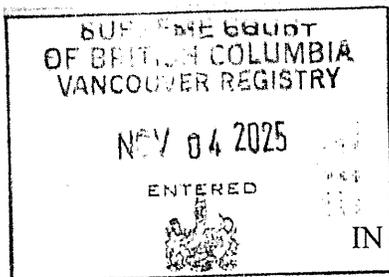
6.1 Termination

This Plan of Arrangement will automatically terminate and be of no further force and effect upon the termination of the Arrangement Agreement in accordance with its terms.

SCHEDULE "D"

INTERIM ORDER

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No. S E 2 5 8 3 0 0
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG
J2 METALS INC., ITS SECURITYHOLDERS
AND 1558117 B.C. LTD

J2 METALS INC.

PETITIONER

**ORDER MADE AFTER APPLICATION
(INTERIM ORDER)**

BEFORE) Associate Judge *Bilawich*)
))
)) 4th day, November, 2025
))
))

ON THE APPLICATION of the petitioner, J2 Metals Inc. (“**J2**”) , for an Interim Order for advice and directions under section 291 of the *Business Corporations Act*, S.B.C. c. 57, as amended, (the “**BCBCA**”) in connection with a plan of arrangement involving J2, 1558117 B.C. Ltd. (“**Spinco**”) and the Shareholders (as defined below) under section 288 of the BCBCA WITHOUT NOTICE, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on November 4, 2025 and on hearing David W. Gibbons, counsel to the Petitioner, and on reading the Petition filed herein and affidavit of Giuseppe Perone sworn on November 3, 2025 (the “**Affidavit**”) and filed herein;

THIS COURT ORDERS that:

Definitions

1. Unless otherwise defined herein, all terms beginning with capital letters used in this Interim Order will have the respective meanings set out in the draft management information

circular (the "**Circular**"), containing the draft Notice of Special Meeting of the shareholders (the "**Notice**"), a copy of which is attached to the Affidavit.

The Meeting

2. J2 is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of the holders of common shares (the "**Shareholders**") of J2 (the "**J2 Shares**") to be held at 11:00 a.m. (Vancouver Time) on Wednesday, December 3, 2025 at Suite 1710-1050 West Pender Street, Vancouver, BC, V6E 3S7 or such other location to be determined by J2:

- (a) to consider, pursuant to this Interim Order, and, if thought advisable, to pass with or without variation, a special resolution (the "**Arrangement Resolution**") of the Shareholders adopting and approving an arrangement (the "**Arrangement**") under Division 5 of Part 9 of the BCBCA, the full text of which is set forth in Schedule "A" to the Circular, which is attached as Exhibit "B" to the Affidavit;
- (b) to consider and if thought fit to pass, with or without amendment, an ordinary resolution of the Shareholders approving the adoption of a stock option plan for 1558117 B.C. Ltd; and
- (c) to consider other matters, including amendments to the foregoing, as may properly be brought before the Meeting or any adjournment or postponement thereof.

3. The Meeting shall be called, held and conducted in accordance with the BCBCA, the articles of J2, the Notice, the Circular and applicable securities laws, subject to the terms of this Interim Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order. To the extent of any inconsistency or discrepancy between the Interim Order and the terms of any of the foregoing, the Interim Order will govern, or, if not specified in the Interim Order, the final version of the Circular shall govern.

Record Date

4. The record date for determination of the Shareholders entitled to receive the Meeting Materials, as defined below, and to attend and vote at the Meeting, will be the close of business (Vancouver time) on October 8, 2025 (the "**Record Date**") and as disclosed in the Meeting Materials, or such other date as the board of directors of J2 may determine in

accordance with this Interim Order, J2's articles, the BCBCA, or as disclosed in the Meeting Materials.

5. The Record Date will not change in respect of any adjournment(s), postponement(s), or relocation of the Meeting, unless required by law.

Notice of Meeting

6. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the BCBCA, and J2 shall not be required to send to the Shareholders any other or additional statement pursuant to Section 290(1)(a) of the BCBCA.

7. The Circular, the Notice and the form of proxy and voting instruction form (collectively referred to as the "**Meeting Materials**"), in substantially the same form as contained in Exhibits "B" and "C" to the Affidavit, with such deletions, amendments or additions thereto as may advise are necessary or desirable (provided that such amendments are not inconsistent with the terms of this Interim Order), shall be distributed to:

- (a) the Shareholders as they appear on the central securities register of J2 or the records of its registrar and transfer agent as at the close of business on the Record Date, such relevant portions of the Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing, delivery or transmittal and the date of the Meeting, by one or more of the following methods:
 - (i) by prepaid ordinary or air mail addressed to the Shareholders at their addresses as they appear in the applicable records of J2 or its registrar and transfer agent as at the Record Date;
 - (ii) by delivery in person or by courier to the addresses specified in paragraph 8(a)(i) above; or
 - (iii) by email or facsimile transmission to any Shareholder who identifies himself, herself or itself to the satisfaction of J2, acting through its representatives, and who requests such email or facsimile transmission;

- (b) in the case of non-registered Shareholders, by providing copies of the relevant portions of the Meeting Materials to intermediaries and registered nominees for sending to such beneficial owners in accordance with the procedures prescribed by National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators*; and
- (c) the directors and auditors of J2 by mailing the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal and the date of the Meeting.

8. In the event of a postal strike, lockout, disruption or other event that prevents, delays or otherwise interrupts mailing and delivery of the Meeting Materials by pre-paid ordinary mail, (the “**Postal Service Disruption**”) as provided for in paragraph 8:

- (a) J2 shall cause an advertisement (the “**Advertisement**”) to be placed in a major daily newspaper of national circulation, stating:
 - (i) The date, place and time of the Meeting;
 - (ii) The measures implemented by J2 to ensure delivery or transmission of proxies or other Meeting Materials by Shareholders to J2 in relation to the Meeting within the required time period and at no cost to the Shareholders; and
 - (iii) That the Meeting Materials are available, without charge, for review for internet at the SEDAR+ website (www.sedarplus.ca) and J2’s website (www.j2metals.ca) or for delivery to Shareholders by electronic mail or by courier upon request made to J2;
- (b) The Advertisement shall be made on or before the date upon which notice of the Meeting would otherwise have been sent to Shareholders in the event that a Postal Service Disruption had not occurred; and
- (c) J2 shall concurrently with the Advertisement, issue a press release containing the information set out in paragraph 9(a) herein and stating the Advertisement and press release are being made in accordance with this order and in lieu of prepaid ordinary mail due to the Postal Service Disruption.

9. For proxies, voting instruction forms, and other Meeting Materials that are required to be delivered to J2 for the purposes of the Meeting, J2 shall implement measure that

enable Shareholders, during the Postal Service Disruption, to effect delivery or transmission by the Shareholders of said proxies or other materials within the required period at no cost to the Shareholders.

10. J2 will include in the Meeting Materials a copy of the Interim Order as well as Notice of Hearing of Petition and will make available to any Shareholder requesting same, a copy of the Petition herein and the Affidavit. The service of the Petition and Affidavit in support of the within proceedings to any Shareholder requesting same is hereby dispensed with

11. J2 is hereby authorized to make such amendments, modifications, updates, revisions or supplements to the Meeting Materials (collectively "**Additional Information**") in accordance with the terms of the Arrangement, as J2 may determine to be necessary or desirable and notice of such Additional Information may be communicated to Shareholders by news release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed, as determined to be the most appropriate method of communication by the board of directors of J2.

12. Substantial compliance with paragraphs 8-11 above will constitute good and sufficient notice of the Meeting and J2's application for the Final Order and delivery of the Meeting Materials.

13. The accidental failure or omission by J2 to give notice of the Meeting or the Petition to any person in accordance with this Interim Order, as a result of mistake or of events beyond the reasonable control of J2 (including, without limitation, any inability to utilize postal services) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such accidental failure or omission is brought to the attention of J2, then it shall use its commercially reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances. Such rectified notice shall be deemed to be good and sufficient notice of the Meeting and/or the Petition, as the case may be.

14. The mailing or delivery of the Meeting Materials pursuant to paragraphs 8-11 will constitute, good, sufficient valid and timely service of the Petition and the Affidavit, and Notice

of Hearing of the Petition (the “**Court Materials**”) upon who may wish to appear in these proceedings. No other form of service or notice need be made or given. No other material need be served on Shareholders in respect of this proceeding. J2 shall be at liberty to give notice of this application to persons outside the jurisdiction of this Court in the manner specified herein.

15. Provided that notice of the Meeting is given and the Meeting Materials and Court Materials (as defined below) are provided to the Shareholders and other persons entitled thereto in compliance with this Interim Order, the requirement of Section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement of the Meeting is waived.

Deemed Receipt of Notice

16. The Meeting Materials and Court Materials, and any amendments, modifications, updates or supplemental to the Meeting Materials and any notice of adjournment or postponement of the Meeting, shall be deemed, for the purposes of this Interim Order, to have been served upon and received:

- (a) in the case of mailing, the day, Saturdays, Sundays and holidays excepted, following the date of mailing;
- (b) in the case of delivery in person, the day following personal delivery or, in the case of delivery by courier, one business day after receipt by the courier;
- (c) in the case of transmission by email or facsimile; upon the transmission thereof;
- (d) in the case of advertisement, news release or press release, at the time of publication of the advertisement, news release or press release;
- (e) in case of electronic filing on SEDAR+, upon the transmission thereof; and
- (f) in the case of beneficial Shareholders, three (3) days after delivery thereof to intermediaries and registered nominee.

Permitted Attendees

17. The only persons entitled to attend the Meeting shall be (i) Shareholders as at the close of business on the Record Date or their respective proxyholders; (ii) directors, officers and advisors of J2; and other persons with the permission of the Chair of the Meeting.

Voting and Quorum

18. The only persons permitted to vote at the Meeting will be the registered Shareholders as of the close of business (Vancouver time) on the Record Date or their valid proxy holders as described in the Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined) and legal counsel to J2.

19. A quorum for the Meeting will be the quorum required by the Articles of J2.

20. The Arrangement Resolution approving the Arrangement as set forth in the Plan of Arrangement will be effective if passed by not less than 66 2/3% of the votes cast by the Shareholders present in person or represented by proxy at the Meeting, who are entitled to vote in accordance with paragraph 18 above.

21. The Chair of the Meeting is at liberty to call on the assistance of legal counsel to the Petitioner at any time and from time to time, as the Chair of the Meeting may deem necessary or appropriate, during the Meeting.

22. In all other respects, except as modified by this Interim Order, the terms, restrictions and conditions of J2's constating documents, including quorum requirements, apply in respect of the Meeting.

23. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

Scrutineer

24. A representative of J2's registrar and transfer agent (or any agent thereof) will be authorized to act as scrutineer for the Meeting.

Adjournments, Postponements and Relocation

25. Notwithstanding any provision of the BCBCA or the Articles of J2, the board of J2 may adjourn or postpone the Meeting by resolution on one or more occasions from time to

time without the need for the approval of this Court, and without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement of the Meeting shall be given by press release, by newspaper advertisement, by email or by mail, as determined by J2 to be the most appropriate method of communication.

26. At any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent reconvening of the Meeting.

Amendments

27. J2 is authorized to make, in the manner contemplated by and subject to the terms of the Arrangement Agreement, such amendments, modifications or supplements to the Plan of Arrangement, the Arrangement and the Notice as it may determine, at any time and from time to time prior to the Meeting. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and approval by this Court at the final hearing for the approval of the Arrangement and, if the Court directs, approved by and communicated to the Shareholders, unless the amendments, modifications or supplements concern a matter which, in the reasonable opinion of J2, is of an administrative nature required to better give effect to the implementation of the Arrangement and is not materially adverse to the financial or economic interests of any Shareholder.

Solicitation of Proxies

28. J2 is authorized to permit the Shareholders to vote by proxy using the form of proxy and voting instruction form, as applicable, in substantially the same form as attached as Exhibit "B" to the Affidavit in connection with the Meeting, subject to J2's ability to insert dates and other relevant information in the final forms and to make other non-substantive changes and changes legal counsel advises are necessary or appropriate.

29. J2 is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the

purpose, and by mail or such other forms of personal or electronic communications as it may determine.

30. The procedure for the use of proxies at the Meeting shall be as set out in the Meeting Materials. J2 may in its discretion waive the time limits for deposit of proxies by Shareholders if J2 deems it reasonable to do so.

Dissent

31. Each registered Shareholder who is a Shareholder as of the Record Date shall have the right to dissent with respect to the Arrangement Resolution in accordance with the provisions of Sections 237-247 of the BCBCA, as modified by the terms of this Interim Order and the Plan of Arrangement.

32. Registered Shareholders will be the only Shareholders entitled to exercise rights of dissent. A beneficial holder of Shares registered in the name of a broker, custodian, trustee, nominee or other intermediary who wishes to dissent must make arrangements for the registered Shareholder to dissent on behalf of the beneficial holder of Shares or, alternatively make arrangements to become a registered Shareholder.

33. A Dissenting Shareholder who does not strictly comply with the dissent procedures in sections 237 to 247 of the BCBCA, as modified by Article 4 of the Plan of Arrangement, the Interim Order and the Final Order, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder.

34. In order for a registered Shareholder to exercise such right of dissent under Sections 237-247 of the BCBCA, as modified by the terms of this Interim Order and the Plan of Arrangement (the “**Dissent Right**”):

- (a) A Dissenting Shareholder shall deliver a written notice of dissent which must be received by J2 at its registered offices located at c/o Armstrong Simpson, Suite 830-999 West Broadway, Vancouver, British Columbia, Canada, V5Z 1K5, Attention: Shauna Hartman, by 4:00 p.m. (Vancouver time) on December 1, 2025 or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date of the Meeting;

- (b) a Dissenting Shareholder shall not have voted his, her or its Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;
- (c) a vote against the Arrangement Resolution or an abstention shall not constitute the written notice of dissent required under subparagraph (a);
- (d) a Dissenting Shareholder may not exercise rights of dissent in respect of only a portion of such Dissenting Shareholder's Shares, but may dissent only with respect to all of such Shareholder's Shares; and
- (e) the exercise of such Dissent Right must otherwise comply with the requirements of Sections 237-247 of the Act, as modified by this Interim Order.

35. Notice to the Shareholders of their Dissent Right with respect to the Arrangement Resolution, including notice of their right to receive, subject to the provisions of the BCBCA, the Interim Order, the Final Order and the Arrangement, the fair value of their Shares shall be provided by including information with respect to the Dissent Rights in the Circular to be sent to Shareholders in accordance with this Interim Order.

36. Subject to further order of this Court, the rights available to the Shareholders under the BCBCA, this Interim Order and the Plan of Arrangement to dissent from the Arrangement shall constitute full and sufficient Dissent Rights for the Shareholders with respect to the Arrangement.

Application for Final Order

37. Upon the approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, J2 may apply for to this Honourable Court, for, *inter alia*, an order:

- (a) pursuant to BCBCA Sections 291(4)(a), approving the Arrangement; and
- (b) pursuant to BCBCA Section 291(4)(c), declaring that the terms and conditions of the Arrangement, and the exchange of securities to be affected by the Arrangement, are procedurally and substantively fair and reasonable to those who will receive securities in the exchange;

(collectively, the “**Final Order**”)

and that the Petition be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. on Wednesday December 10, 2025, or such later date as counsel for J2 may be heard.

38. The Court shall consider at the hearing for the Final Order, the fairness of the terms and conditions of the Arrangement, as provided for in the Arrangement, and the rights and interest of every person affected thereby, and the requisite Court final approval of the Arrangement will constitute the basis for a claim of the exemption from the registration requirements of the U.S. Securities Act of 1933, as amended for the issuance and exchange of securities to the Shareholders by J2 and Spinco, provided by Section 3(a) (10) of the U.S. Securities Act of 1933, as amended.

Response to Petition

39. Any Shareholder may appear on the application for approval of the proposed Arrangement by this Court, provided they file with this Court and deliver to the solicitors for J2 by 4:00 p.m. (Vancouver time) on Friday, December 5, 2025, a Response to Petition setting out their address for service, and all evidence they intend to present to this Court to the solicitors for J2 at:

Bojm, Funt & Gibbons LLP
505-1168 Hamilton Street
Vancouver, BC V6B 2S2
Attention: David W. Gibbons
Email: dgibbons@bfg-law.ca

40. If the application for approval of the Final Order is adjourned, only those persons who have filed and delivered a Response to Petition, in accordance with paragraph 39 above, need to be notified of the adjourned date.

Notice of Final Order Hearing

41. J2 is at liberty to give notice of these proceedings to persons outside the jurisdiction of this Court in the manner specified herein.

42. The Notice of Hearing of Petition in substantially the same form as attached to Exhibit "E" of the Affidavit is hereby authorized for use as the notice of hearing for the Final Order Hearing (the "**Notice of Hearing of Petition**"). Service of the Notice of Hearing of Petition in accordance with this Interim Order will constitute good and sufficient notice of these proceedings and of the hearing for the Final Order.

43. J2 will make available to any Security Holder requesting the same, a copy of the Affidavit and the Petition.

44. Delivery of the Meeting Materials in accordance with this Interim Order, upon all persons who are entitled to receive the Meeting Materials and Court Materials pursuant to the Interim Order, regardless of whether such persons reside within British Columbia or within another jurisdiction, will constitute good and sufficient service, and no other materials need be served on or delivered to such persons in respect of these proceedings.

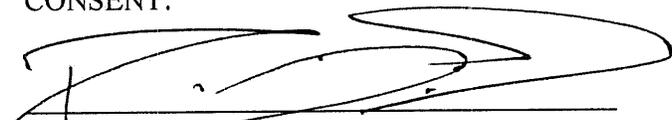
Variance and Other Terms

45. J2 is at liberty to apply to Court to vary the Interim Order or for direction with respect to the Plan of Arrangement or any of the matters related to the Interim Order.

46. To the extent of any inconsistency between this Order and the Articles of J2, the Circular, the BCBCA or applicable securities law, this Order shall govern.

47. Rules 8-1, 8-2, 16-1(3) and (8)-(12) and Part 4 of the Supreme Court Civil Rules will not apply to any further applications in respect of this proceeding, including the application for approval of the proposed Arrangement application and any application to vary the Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:


David W. Gibbons
Signature of the Lawyer for the Petitioner

BY THE COURT

Registrar



SCHEDULE "E"

NOTICE OF HEARING OF PETITION

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No. S-258300
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG J2 METALS INC., ITS
SECURITYHOLDERS AND 1558117 B.C. LTD.

J2 METALS INC.

PETITIONER

NOTICE OF HEARING

TO: WITHOUT NOTICE

TAKE NOTICE that a hearing for the final order sought in Part 1, Paragraph 2, of the Petition of J2 Metals Inc. dated November 3, 2025, will be heard at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1 on December 10, 2025 at 9:45 a.m.

1. Date of hearing

- Notice of hearing will be given in accordance with the Interim Order of Associate Judge Bitanich made November 4, 2025.

2. Duration of hearing

- The hearing will take ten (10) minutes.

3. Jurisdiction

- This matter is not within the jurisdiction of an associate judge.

DATED: November ⁴ 3, 2025

David W. Gibbons
Signature of the Lawyer for the Petitioner

SCHEDULE "F"

DISSENT PROVISIONS

Pursuant to the Interim Order, Shareholders have the right to dissent to the Arrangement. Such right of dissent is described in the Circular. See *Rights of Dissent* for details of the right to dissent and the procedure for compliance with the right of dissent. The full text of Sections 237 to 247 of the BCBCA is set forth below. Note that certain provisions of Sections 237 to 247 have been modified by the Interim Order.

SECTIONS 237 TO 247 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

Division 2 — Dissent Proceedings

Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
 - (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
 - (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
 - (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
 - (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
 - (g) in respect of any other resolution, if dissent is authorized by the resolution;
 - (h) in respect of any court order that permits dissent.
- (2) A shareholder wishing to dissent must
- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
 - (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
 - (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

- 239** (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.
- (2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
- (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

- (b) identify in each waiver the person on whose behalf the waiver is made.
- (3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
- (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.
- (4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

- 240** (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,
- (a) a copy of the proposed resolution, and
- (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.
- (2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,
- (a) a copy of the proposed resolution, and
- (b) a statement advising of the right to send a notice of dissent.
- (3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,
- (a) a copy of the resolution,
- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

- (4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

- (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
- (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
 - (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
 - (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
- (5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1) (a) or (b) of this section must
- (a) be dated not earlier than the date on which the notice is sent,
 - (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
 - (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

- 244** (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,
- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
 - (b) the certificates, if any, representing the notice shares, and
 - (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.
- (2) The written statement referred to in subsection (1) (c) must
- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
 - (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.
- (3) After the dissenter has complied with subsection (1),
- (a) the dissenter is deemed to have sold to the company the notice shares, and
 - (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
- (4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
- (5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
- (6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

- 245** (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must
- (a) promptly pay that amount to the dissenter, or

- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
 - (c) make consequential orders and give directions it considers appropriate.
- (3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must
- (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
 - (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),
- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
 - (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.
- (5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that
- (a) the company is insolvent, or
 - (b) the payment would render the company insolvent.

Loss of right to dissent

- 246** The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:
- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid.

SCHEDULE "G"

SPINCO STOCK OPTION PLAN

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1558117 B.C. LTD

STOCK OPTION PLAN

1. **Purpose of the Plan**

1.1 The purpose of the Plan is to give to Eligible Persons the opportunity to participate in the success of the Corporation by granting to such individuals options to acquire common shares of the Corporation in accordance with the terms of the plan, thereby giving such Eligible Persons an ongoing proprietary interest in the Corporation.

2. **Defined Terms**

Where used herein, the following terms shall have the following meanings:

2.1 "**Acquiring Person**" means, any Person who is the beneficial owner of twenty percent (20%) or more of the outstanding Shares of the Corporation.

2.2 "**BCSA**" means the *Securities Act* (British Columbia).

2.3 "**Blackout Period**" means a period of time during which the Corporation prohibits Optionees from trading securities of the Corporation, which is formally imposed by the Corporation pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information (which for greater certainty, does not include a period during which an Optionee or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation's securities).

2.4 "**Board**" means the board of directors of the Corporation, or, if established and duly authorized to act with respect to this Plan, any committee of the board of directors of the Corporation.

2.5 "**Broker**" has the meaning given to it in Section 11.1.

2.6 "**Cashless Exercise Right**" has the meaning given to it in Section 7.2.

2.7 "**Change of Control Event**" has the meaning given to it in Section 9.1.

2.8 "**Company**" means, unless specifically indicated otherwise, a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.

2.9 "**Consultant**" has the meaning given to it in National Instrument 45-106 – *Prospectus and Registration Exemptions*.

2.10 "**Corporation**" means 1558117 B.C. Ltd and its successors.

2.11 "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to permanently prevent the Optionee from:

- (a) being employed or engaged by the Corporation or its Subsidiaries in a position the same as or similar to that in which the Optionee was last employed or engaged by the Corporation or its Subsidiaries; or
 - (b) acting as a director or officer of the Corporation or its Subsidiaries.
- 2.12 **"Discounted Market Price"** has the meaning given to it in the Exchange Manual.
- 2.13 **"Disinterested Shareholder Approval"** mean approval by a majority of the votes cast by the Corporation's shareholders at a duly constituted shareholder's meeting, excluding votes attached to Shares beneficially owned by Insiders or their Associates.
- 2.14 **"Effective Time"** means, in relation to a Change of Control Event, the time at which the Change of Control Event is, or is deemed to have been, completed.
- 2.15 **"Eligible Person"** means a *bona fide*:
 - (a) director, senior officer, or Employee of the Corporation or any of its Subsidiaries at the time an Option is granted;
 - (b) a Consultant engaged by the Corporation or any of its Subsidiaries at the time an Option is granted; or
 - (c) a Company that is wholly-owned by any of the foregoing.
- 2.16 **"Employee"** has the meaning given to it in the Exchange Manual.
- 2.17 **"Event of Termination"** has the meaning given to it in Section 6.2.
- 2.18 **"Exchange"** means the TSX Venture Exchange, or, if any time the Shares are not listed for trading on such exchange, any other stock exchange on which the Shares are then listed and posted for trading from time to time as may be designated by the Board.
- 2.19 **"Exchange Hold Period"** has the meaning ascribed thereto in Policy 1.1 of the Exchange Manual.
- 2.20 **"Exchange Manual"** means the Corporate Finance Manual of the Exchange.
- 2.21 **"Exchanged Share"** means a security that is exchanged for a Share in a Change of Control Event;
- 2.22 **"Exchanged Share Price"** means the product of the Share to Exchanged Share ratio multiplied by the five day volume weighted average price of the Exchanged Shares on an exchange for the period ending one day prior to the Effective Time of the Change of Control Event, or, in the case of Exchanged Shares that are not listed or quoted for trading, the fair value of those Exchanged Shares, as determined by the Board as of the day immediately preceding the Effective Time of the Change of Control Event;
- 2.23 **"Expiry Time"** means, with respect to any Option, the close of business on the date upon which such Option expires.

- 2.24 **"In the Money Amount"** means: (a) in the case of a Change of Control Event in which the holders of Shares will receive only cash consideration, the difference between the Exercise Price and the cash consideration paid per Share pursuant to that Change of Control Event; (b) in the case of a Change of Control Event in which the holders of Shares will receive Exchanged Shares, the difference between the Exercise Price and the Exchanged Share Price; or (c) in the case of a Change of Control Event in which the holders of Shares will receive cash consideration and Exchanged Shares, the difference between the Exercise Price and the sum of the cash consideration paid per Share plus the Exchanged Share Price;
- 2.25 **"Insider"** has the meaning given to it in the Exchange Manual.
- 2.26 **"Investor Relations Activities"** has the meaning given to it in the Exchange Manual.
- 2.27 **"Market Price"** at any date in respect of the Shares means the closing sale price of the Shares on the Exchange, provided that, in the event that the Shares are not listed and posted for trading on any stock exchange, the Market Price shall be the fair market value of such Shares as determined by the Board in its sole discretion.
- 2.28 **"Option"** means an option to purchase Shares granted to an Eligible Person under the Plan.
- 2.29 **"Option Price"** means the price per Share at which Optioned Shares may be purchased under an Option, as the same may be adjusted from time to time in accordance with Article 8.
- 2.30 **"Optioned Shares"** means the Shares issuable pursuant to an exercise of Options.
- 2.31 **"Optionee"** means an Eligible Person to whom an Option has been granted and who continues to hold such Option.
- 2.32 **"Person"** means any individual, firm, partnership, limited partnership, limited liability company or partnership, unlimited liability company, joint stock company, association, trust, trustee, executor, administrator, legal or personal representative, government, governmental body, entity or authority, group, body corporate, corporation, unincorporated organization or association, syndicate, joint venture or any other entity, whether or not having legal personality, and any of the foregoing in any derivative, representative or fiduciary capacity and pronouns have a similar extended meaning.
- 2.33 **"Plan"** means this stock option plan of the Corporation, as the same may be amended from time to time.
- 2.34 **"Shares"** means the common shares of the Corporation.
- 2.35 **"Subsidiary"** means any corporation which is a subsidiary, as such term is defined in Subsection 1(1) of the BCSA.
- 2.36 **"VWAP"** has the meaning given to it in Policy 4.4 *Securities Based Compensation* of the Exchange Manual.
- 2.37 **"Withholding Obligations"** has the meaning given to it in Section 11.1.

3. **Administration of the Plan**

3.1 The Plan shall be administered by the Board.

3.2 The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan to:

- (a) establish policies and to adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan;
- (b) interpret and construe the Plan and to determine all questions arising out of the Plan or any Option, and any such interpretation, construction or determination made by the Board shall be final, binding and conclusive for all purposes;
- (c) determine the number of Optioned Shares issuable on the exercise of each Option, the Option Price thereunder and the time or times when the Options will be granted, exercisable and expire;
- (d) determine if the Optioned Shares which are issuable on the exercise of an Option will be subject to any restrictions upon the exercise of such Option;
- (e) prescribe the form of the instruments relating to the grant, exercise and other terms of Options; and
- (f) determine, in accordance with Section 9.1, how to administer the Plan in connection with a Change of Control Event.

3.3 A member of the Board may be entitled to participate in the Plan only if such member does not participate in any manner whatsoever in the granting of any Options to, the terms and conditions of, or any other determinations made with respect to, such member of the Board or to such Option.

3.4 The Board may, in its discretion, require as conditions to the grant or exercise of any Option that the Optionee shall have, among other things:

- (a) represented, warranted and agreed in form and substance satisfactory to the Corporation that such Optionee is acquiring and will acquire such Option and the Optioned Shares for such Optionee's own account, and not with a view to or in connection with any distribution or resale, that such Optionee has had access to such information as is necessary to enable such Optionee to evaluate the merits and risks of such investment and that such Optionee is able to bear the economic risk of investing in the Shares;
- (b) agreed to restrictions on transfer in form and substance satisfactory to the Corporation and to an endorsement on any option agreement or certificate representing the Shares making appropriate reference to such restrictions; and
- (c) agreed to indemnify the Corporation in connection with the foregoing.

4. **Shares Subject to the Plan**

- 4.1 Subject to Article 8, the maximum number of Shares with respect to which Options may be granted from time to time pursuant to the Plan shall not exceed 10% of the Corporation's outstanding Shares (on a non-diluted basis) at the time of any grant of Options.
- 4.2 if and for so long as the Shares are listed on the TSXV:
- (a) the maximum aggregate number of Shares that may be reserved under the Plan or together with any other share compensation arrangements of the Corporation for issuance to Insiders at any particular time shall not exceed ten percent (10%) of the issued and outstanding number of Shares at such time (unless the Corporation has obtained Disinterested Shareholder Approval); and
 - (b) the number of Options issued to Insiders pursuant to the Plan (together with any Shares issued to Insiders pursuant to any other share compensation arrangements of the Corporation) within a twelve (12) month period shall not exceed ten (10%) percent of the issued and outstanding number of Shares (unless the Corporation has obtained Disinterested Shareholder Approval); .
 - (c) the maximum aggregate number of options granted to any one Person (and Companies wholly owned by that Person) in a 12 month period must not exceed 5% of the issued shares of the Corporation, calculated on the date an option is granted to the Person (unless the Corporation has obtained Disinterested Shareholder Approval);
- 4.3 If any Option is exercised, terminated, cancelled or has expired without being fully exercised, any unissued Shares which have been reserved to be issued upon the exercise of the Option shall become available to be issued upon the exercise of Options subsequently granted under the Plan.

5. **Eligibility, Grant and Terms of Options**

- 5.1 Options may be granted to any Eligible Person in accordance with Section 5.2.
- 5.2 Options may be granted by the Corporation pursuant to the recommendations of a committee of the Board from time to time provided and to the extent that such decisions are approved by the Board.
- 5.3 Subject to any adjustments pursuant to the provisions of Article 8 hereof, the Option Price for Shares that are the subject of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Price of such Shares at the date of the grant, less any discounted permitted by the Exchange. A minimum exercise price cannot be established unless the Options are allocated to particular Participants.
- 5.4 Subject to Section 5.9, the term of an Option shall not exceed 10 years from the date of the grant of the Option.
- 5.5 No Options shall be granted to any Optionee if such grant could result, at any time, in:

- (a) the issuance to any one Consultant, in any 12 month period, of a number of Shares exceeding 2% of the issued and outstanding Shares calculated on the date an Option is granted to that Consultant; and
- (b) the issuance to Persons conducting Investor Relations Activities, in any 12 month period, of an aggregate number of Shares exceeding 2% of the issued and outstanding Shares calculated on the date an Option is granted to such Persons,

unless permitted otherwise by the Exchange.

5.6 With respect to any Options granted to Employees or Consultants, the Corporation and the Optionee shall represent and confirm that that the Optionee is a *bona fide* Employee or Consultant, as applicable.

5.7 Options:

- (a) shall vest and may be exercised (in each case to the nearest full Share) in whole or in part at any time during the term of such Option after the date of the grant as determined by the resolution of the Board granting the Option; or
- (b) in the case of Options issued to Persons retained to provide Investor Relations Activities, must vest in stages over a period of not less than 12 months with no more than one quarter (1/4) of the Options vesting in any three month period and not sooner than three months after the Options were granted. No acceleration of vesting provisions of Options granted to Person retained to provide Investor Relations Activities is permitted without the prior acceptance of the Exchange.

5.8 No fractional Shares may be purchased or issued under the Plan.

5.9 Notwithstanding anything else contained in this Plan, and subject to the applicable provisions in the Exchange Manual, if an Option expires during a Blackout Period applicable to the relevant Optionee, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth (10th) business day after the end of the Blackout Period, such tenth (10th) business day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding anything else herein contained, the ten (10) business day period referred to in this Section 5.9 may not be further extended by the Board. This section applies to all Options outstanding under this Plan.

6. **Termination of Employment or Engagement with the Corporation**

6.1 Subject to Sections 6.2 and 6.3 hereof and to any express resolution passed by the Board with respect to an Option, an Option, vested or unvested, and all rights to purchase Optioned Shares pursuant thereto shall expire and terminate immediately upon the Optionee ceasing to be an Eligible Person in any capacity and does not otherwise become an Eligible Person in another capacity within 10 business days, provided that:

- (a) in the case of termination of employment without cause, such Option and all rights to purchase Optioned Shares in respect thereof shall expire and terminate in the case of an

Optionee who is an Eligible Person, 90 days following notice of termination of employment or on the Expiry Time, whichever is earlier; and

- (b) in the case of termination for cause, such Option and all rights to purchase Optioned Shares in respect thereof shall expire and terminate on the date of such termination shall be cancelled as of that date or on the Expiry Time, whichever is earlier.
- 6.2 If, before the Expiry Time of an Option, an Optionee shall cease to be an Eligible Person (an "**Event of Termination**") as a result of the Optionee's Disability, then the Board, at its discretion, may allow the Optionee to exercise any vested Options to the extent that the Optionee was entitled to do so at the time of such Event of Termination, at any time up to and including, but not after, a date 12 months following the date of such Event of Termination or on the Expiry Time, whichever is earlier.
- 6.3 If an Optionee dies before the Expiry Time of an Option, the Optionee's heirs, administrators or legal representative(s) may, subject to the terms of the Option and the Plan, exercise any vested Options to the extent that the Optionee was entitled to do so at the date of the Optionee's death at any time up to and including, but not after, a date 12 months following the date of the Optionee's death or on the Expiry Time, whichever is earlier.
- 6.4 For greater certainty, Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director, senior officer or employee of the Corporation or any of its Subsidiaries provided that the Optionee continues to be an Eligible Person.
- 6.5 If the Optionee is a Company that is wholly-owned by an Eligible Person, the references to the Optionee in this Article 6 shall be deemed to refer to the Eligible Person associated with such Company.
- 6.6 Notwithstanding anything contained in this Article 6, the Board may when granting an Option to a Consultant impose specific rules respecting the cessation of participation of such Consultant, which rules may vary from, and shall supersede, those contained in this Article 6.

7. **Exercise of Options**

- 7.1 Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Corporation at its principal office in Vancouver, British Columbia of a written notice of exercise (substantially in the form attached as Schedule "B") specifying the number of Optioned Shares with respect to which the Option is being exercised and accompanied by payment in full, by cash or cheque, of the Option Price of the Shares then being purchased and, if required by the Corporation, the amount necessary to satisfy any applicable Withholding Obligations. The Optioned Shares so purchased shall be issued and delivered to the Optionee within a reasonable time following the receipt of such notice and payment. The transfer and delivery of any Optioned Shares issued upon exercise of any Option shall be effected according to the procedures established by the transfer agent of the Corporation for the transfer and delivery of the Shares.
- 7.2 Subject to the rules and policies of the Exchange, the Board may, in its discretion and at any time, determine to grant an Optionee the alternative, when entitled to exercise an Option, to

deal with such Option on a “cashless exercise” basis, on such terms as the Board may determine in its discretion (the “**Cashless Exercise Right**”). Without limitation, the Board may determine in its discretion that such Cashless Exercise Right, if any, grant an Optionee the right to receive, without payment of any cash other than as necessary to satisfy any applicable Withholding Obligations, that number of Shares, disregarding fractions, which is equal to quotient obtained by dividing (i) the product of that number of Options being exercised multiplied by the difference between the VWAP on the day immediately prior to the exercise of the Cashless Exercise Right and the Option Price by the VWAP of the underlying Shares. The Cashless Exercise Right shall not be available in respect of Options granted to Participants providing Investor Relations Activities. In the event the Corporation determines to accept the Optionee’s request pursuant to a Cashless Exercise Right, the Corporation shall make an election pursuant to subsection 110(1.1) of the *Income Tax Act* (Canada).

7.3 Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Shares to an Optionee pursuant to the exercise of any Option shall be subject to:

- (a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental or regulatory authority as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the admission of such Shares to listing on the Exchange;
- (c) the receipt from the Optionee of such representations, warranties, agreements and undertakings, as the Corporation or its counsel determines to be necessary or advisable; and
- (d) the satisfaction of any conditions on exercise, including those prescribed under Section 3.4.

7.4 No member of the Board shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Options granted under it.

7.5 Options shall be evidenced by a share option agreement, instrument or certificate in such form not inconsistent with this Plan as the Board may from time to time determine as provided for under Subsection 3.2(e) (substantially in the form attached as Schedule "A").

7.6 The exercise price of options is subject to the discretion of the Plan administrator, provided however that options may not be granted at prices that are less than the Discounted Market Price;

7.7 In the event that the option is granted:

- (a) to directors, officer and promoters; or
- (b) to persons holding securities carrying more than 10% of the voting rights attached to the Corporation’s securities both immediately before and after the transaction in which

securities are issued, and who have elected or appointed or have the right to elect or appoint one or more directors or senior officer of the Corporation; or

- (c) with an exercise price which less than the Market Price of the Shares as at the time of grant of the Options;

the certificate representing the Options and the Optioned Shares issued upon the exercise thereof (including any written notices or direct registration systems regarding the Optioned Shares in the case of uncertificated Optioned Shares will include a legend stipulating that such Shares are subject to the Exchange Hold Period commencing on the date of the grant of the Option.

8. **Certain Adjustments**

8.1 At any time after the grant of an Option and prior to the expiration of the term of such Option or the forfeiture or cancellation of such Option, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation, of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or Shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Corporation or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of the Exchange in respect of (iii), (iv) and (v) above, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Optionee in respect of such Option in connection with such occurrence or change, including, without limitation.

- (a) adjustments to the exercise price of such Option without any change in the total price applicable to the unexercised portion of the Option;
- (b) adjustments to the number of Shares to which the Optionee is entitled upon exercise of such Option; or
- (c) adjustments to the number or kind of Shares reserved for issuance pursuant to the Plan.

8.2 If the Corporation declares and pays a special cash dividend or other distribution out of the ordinary course, a special dividend in specie on the Shares, or a stock dividend other than in the ordinary course, the Option Price of all Options outstanding on the record date of such dividend or other distribution shall be reduced by an amount equal to the cash payment or other distribution or the fair market value of the dividend in specie or stock dividend or other distribution, as determined by the Board in its sole discretion but subject to all necessary regulatory approvals.

9. **Change of Control Event**

9.1 If at any time when an Option granted under this Plan remains unexercised with respect to any Shares and:

- (a) a Person makes an offer to acquire Shares that, regardless of whether the acquisition is completed, would make the Person an Acquiring Person;
- (b) an Acquiring Person makes an offer, regardless of whether the acquisition is completed, to acquire Shares;
- (c) the Corporation proposes to sell all or substantially all of its assets and undertaking;
- (d) the Corporation proposes to merge, amalgamate or be absorbed by or into any other corporation (save and except for a Subsidiary) under any circumstances which involve or may involve or require the liquidation of the Corporation, a distribution of its assets among its shareholders, or the termination of the corporate existence of the Corporation;
- (e) the Corporation proposes an arrangement as a result of which a majority of the outstanding Shares of the Corporation would be acquired by a third party; or
- (f) any other form of transaction is proposed which the majority of the Board determines is reasonably likely to have similar effect any of the foregoing,

(each a "**Change of Control Event**"),

- (g) then, in connection with any of the foregoing Change of Control Events, the Board in its sole discretion, may authorize and implement one or more of the following courses of action:
 - (i) accelerate the vesting of the Option and the time for the fulfillment of any conditions or restrictions on such vesting to a date or time prior to the Effective Time of the Change of Control Event, and any Options not exercised or surrendered by the Effective Time of the Change of Control Event will be deemed to have expired;
 - (ii) offer to acquire from each Optionee his or her Options for a cash payment equal to the In the Money Amount, and any Options not so surrendered or exercised by the Effective Time of the Change of Control Event will be deemed to have expired; and
 - (iii) that an Option granted under this Plan be exchanged for an option to acquire, for the same exercise price, that number and type of securities as would be distributed to the Optionee in respect of the Shares issued to the Optionee had the Optionee exercised the Option prior to the Effective Time of the Change of Control Event, provided that any such replacement option must provide that it survives for a period of not less than one year from the Effective Time of the

Change of Control Event, regardless of the continuing directorship, officership or employment of the holder.

9.2 For greater certainty, and notwithstanding anything else to the contrary contained in this Plan, the Board shall have the power, in its sole discretion, in any Change of Control Event which may or has occurred, to make such arrangements as it shall deem appropriate for the exercise of outstanding Options including, without limitation, to modify the terms of this Plan and/or the Options. If the Board exercises such power, the Options shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Board prior to or in conjunction with completion of the Change of Control Event.

9.3 Notwithstanding sections 9.1 and 9.2 above, any Options granted to Persons conducting Investor Relations Activities may not have accelerated vesting as set forth in subsection 9.1(g) without the prior approval of the Exchange.

10. **Amendment or Discontinuance of the Plan**

10.1 The Board may suspend or terminate the Plan at any time, or from time to time amend the terms of the Plan or of any Option granted under the Plan and any stock option agreement relating thereto, provided that any such suspension, termination or amendment:

- (a) is in compliance with applicable law, and subject to any regulatory approvals including, where required, the approval of the Exchange (or any other stock exchange on which the Shares are listed);
- (b) is, in the case of an amendment that materially adversely affects the rights of any Optionee, made with consent of such Optionee, unless otherwise permitted by this Plan; and
- (c) is subject to shareholder approval to the extent such approval is required by applicable law or the requirements of the Exchange (or any other stock exchange on which the Shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation, make the following amendments:
 - (i) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the Exchange (or any other stock exchange on which the Shares are listed) or any other regulatory body to which the Corporation is subject;
 - (ii) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correcting grammatical or typographical errors and amending the definitions contained within the Plan; or
 - (iii) any amendment regarding the administration or implementation of the Plan. .

- 10.2 Notwithstanding, Section 10.1(c) above, the Board shall be required to obtain shareholder approval, including, if required by the Exchange, Disinterested Shareholder Approval, to make the following amendments
- (a) (a) any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise Options granted under the Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, except in the event of an adjustment pursuant to Section 8.1;
 - (b) any amendment which reduces the exercise price of any Option, as applicable, after such Option has been granted or any cancellation of an Award and the replacement of such Option with an Option with a lower exercise price or other entitlements, except in the event of an adjustment pursuant to Section 8.1; provided, however, that, for greater certainty, Disinterested Shareholder Approval will be required for any amendment which reduces the exercise price of any Option if the Optionee is an Insider of the Corporation at the time of the proposed amendment;
 - (c) any amendment which extends the expiry date of any Option beyond the original expiry date, except in the event of an extension due to a Blackout Period;
 - (d) any amendment which would permit Options granted under the Plan to be transferable or assignable other than for normal estate settlement purposes as allowed by Section 6.3;
 - (e) any amendment to the definition of an Eligible Person under the Plan;
 - (f) any amendment to the participation limits set out in Sections 4.1, 4.2 or 5.5; or
 - (g) any amendment to this Section 10.2 of the Plan;
- 10.3 The Board may, by resolution, but subject to applicable regulatory approvals, decide that any of the provisions hereof concerning the effect of termination of the Optionee's employment or engagement shall not apply for any reason acceptable to the Board.
- 10.4 If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Option or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Board will remain able to make such amendments to the Plan or the Options as they would have been entitled to make if the Plan were still in effect.
- 10.5 No amendment, suspension or discontinuance of the Plan may contravene the requirements of the Exchange or any securities commission or regulatory body to which the Plan or the Corporation is now or may hereafter be subject.

11. **Withholding Obligations**

11.1 The Corporation may withhold from any amount payable to an Optionee, either under the Plan or otherwise, such amounts as are required by law to be withheld or deducted as a consequence of the Optionee's exercise of Options or other participation in this Plan ("**Withholding Obligations**"). The Corporation shall have the right, in its discretion, to satisfy any Withholding Obligations by:

- (a) selling or causing to be sold, on behalf of any Optionee, such number of Shares issued to the Optionee on the exercise of Options as is sufficient to fund the Withholding Obligations;
- (b) retaining the amount necessary to satisfy the Withholding Obligations from any amount which would otherwise be delivered, provided or paid to the Optionee by the Corporation, whether under this Plan or otherwise;
- (c) requiring the Optionee, as a condition of exercise under Article 3 to:
 - (i) remit the amount of any such Withholding Obligations to the Corporation in advance;
 - (ii) reimburse the Corporation for any such Withholding Obligations; or
 - (iii) cause a broker who sells Shares acquired by the Optionee on behalf of the Optionee to withhold from the proceeds realized from such sale the amount required to satisfy any such Withholding Obligations and to remit such amount directly to the Corporation; and
- (d) making such other arrangements as the Corporation may reasonably require.

The sale of Shares by the Corporation, or by a broker engaged by the Corporation (the "**Broker**"), under this Section 11.1 will be made on the Exchange. The Optionee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Shares on the Optionee's behalf and acknowledges and agrees that:

- (i) the number of Shares sold shall, at a minimum, be sufficient to fund Withholding Obligations net of all selling costs, which costs are the responsibility of the Optionee and which the Optionee hereby authorizes to be deducted from the proceeds of such sale;
- (ii) in effecting the sale of any such shares, the Corporation or the Broker will exercise its sole judgement as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and
- (iii) neither the Corporation nor the Broker will be liable for any loss arising out of any sale of such Shares including any loss relating to the pricing, manner or timing of such sales or any delay in transferring any Shares to an Optionee or otherwise. The Optionee further acknowledges that the sale price of Shares will

fluctuate with the market price of the Corporation's Shares and no assurance can be given that any particular price will be received upon any sale.

12. **Miscellaneous Provisions**

- 12.1 The operation of this Plan and the issuance and exercise of all Options and Optioned Shares contemplated by this Plan are subject to compliance with all applicable laws, and all rules and requirements of the Exchange.
- 12.2 As a condition of participating in the Plan, each Optionee agrees to comply with all applicable laws and the policies and requirements of the Exchange, and to fully cooperate with the Corporation in doing all such things, including executing and delivering all such agreements, undertakings or other documents or furnishing all such information as is reasonably necessary to facilitate compliance with such laws, rules and requirements, including all Withholding Obligations.
- 12.3 Participation in the Plan is voluntary and does not constitute a condition of employment or continued employment or service. An Optionee shall not have any rights as a shareholder of the Corporation with respect to any of the Optioned Shares underlying any Option until the date of issuance of a certificate for Shares upon the exercise of such Option, in full or in part, and then only with respect to the Shares represented by such certificate or certificates. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued.
- 12.4 Nothing in the Plan or any Option shall confer upon an Optionee any right to continue or be re-elected as a director of the Corporation or any right to continue in the employ or engagement of the Corporation or any Subsidiary, or affect in any way the right of the Corporation or any Subsidiary to terminate the Optionee's employment or engagement at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment or engagement of any Optionee beyond the time which the Optionee would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Subsidiary or any present or future retirement policy of the Corporation or any Subsidiary, or beyond the time at which the Optionee would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Subsidiary.
- 12.5 An Option shall be personal to the Optionee and shall be non-assignable and non-transferable (whether by operation of law or otherwise), except as provided for herein. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of an Option contrary to the provisions of the Plan, or upon the levy of any attachment or similar process upon an Option, the Option shall, at the election of the Corporation, cease and terminate and be of no further force or effect whatsoever. Notwithstanding the above, if the Optionee is a company that is wholly-owned by an Eligible Person, the Option may be transferred or assigned between the Optionee and the Eligible Person associated with the Optionee.
- 12.6 The Plan (including any amendment to the Plan), the terms of the issue or grant of any Option under the Plan, the grant and exercise of Options hereunder, and the Corporation's obligation to sell and deliver Optioned Shares upon the exercise of Options, shall be subject to all applicable law and the requirements of the Exchange, and to such approvals by any regulatory or

governmental agency as may, in the opinion of counsel to the Corporation, be necessary or advisable. The Corporation shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Shares in violation of such laws, rules and regulations or any condition of such approvals.

- 12.7 The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

SCHEDULE "A"

1558117 B.C. LTD
STOCK OPTION AGREEMENT

OPTION AGREEMENT made as of _____.

BETWEEN:

1558117 B.C. Ltd, a corporation incorporated under the laws of the Province of British Columbia,

(hereinafter called the "**Corporation**")

- and -

(Name)

(Address)

(hereinafter called the "**Optionee**")

WHEREAS the Corporation has established the Stock Option Plan (the "**Plan**") for Eligible Persons.

AND WHEREAS the Optionee is an "Eligible Person" under the Plan and the board of directors of the Corporation (the "**Board**") has authorized the granting by the Corporation of an option to the Optionee pursuant to and in accordance with the provisions of the Plan on the terms hereinafter set forth.

NOW THEREFORE THE CORPORATION AND THE OPTIONEE AGREE AS FOLLOWS:

1. The Corporation hereby grants to the Optionee, subject to the terms and conditions set forth in this Agreement and the Plan, options ("**Options**") to purchase that number of common shares ("**Shares**") of the Corporation set forth below, at the exercise price(s) set forth below, which Options will vest and be exercisable as of the vesting date(s) set forth below and expire (to the extent not previously exercised) as of the close of business on the expiry date(s) set forth below:

Number of Shares	Exercise Price	Vesting Date	Expiry Date

2. As of the close of business on the expiry date(s) set forth in Section 1 above, any Options that remain unexercised will expire and be of no further force or effect.
3. The Optionee acknowledges receipt of a copy of the Plan and hereby agrees that the Options are subject to the terms and conditions of the Plan, including all amendments to the Plan required by the Exchange or other regulatory authority or otherwise consented to by the Optionee. The Plan contains provisions permitting the termination of the Plan and outstanding Options.
4. By signing this Agreement, the Optionee acknowledges and agrees that:
 - (a) the Optionee has read and understands the Plan and has been advised to seek independent legal advice with respect to his rights in respect of the Options and agrees to the terms and conditions thereof and of this Stock Option Agreement;
 - (b) in addition to any resale restrictions under applicable securities laws, all Options and Optioned Shares may be legended with a hold period as required by the Exchange or other regulatory authority;
 - (c) the Optionee has not been induced to participate in the Plan by expectation of appointment, employment, or service or continued appointment, employment or service; and
 - (d) if the Optionee is a Company that is wholly-owned by an Eligible Person, it agrees not to effect or permit any transfer of ownership or option of shares of the Company nor to issue further shares of any class in the Company to any other individual or entity as long as any Options granted to the Optionee remain outstanding, except with the written consent of the Exchange.
5. The Optionee acknowledges and agrees that the Board may, in its discretion, require as conditions to the grant or exercise of any Option that the Optionee shall have, among other things:
 - (a) represented, warranted and agreed in form and substance satisfactory to the Corporation that such Optionee is acquiring and will acquire such Option and the Optioned Shares for such Optionee's own account, and not with a view to or in connection with any distribution or resale, that such Optionee has had access to such information as is necessary to enable such Optionee to evaluate the merits and risks of such investment and that such Optionee is able to bear the economic risk of investing in the Shares;
 - (b) agreed to restrictions on transfer in form and substance satisfactory to the Corporation and to an endorsement on any option agreement or certificate representing the Shares making appropriate reference to such restrictions; and
 - (c) agreed to indemnify the Corporation in connection with the foregoing.

7. The Optionee represents and confirms that, if the Optionee or any Company (as defined in the Plan) that is wholly-owned by the Optionee is being granted Options on the basis of such Optionee being an Employee or Consultant of the Corporation (as such terms are defined in the Plan, the Optionee is a *bona fide* Employee or Consultant, as applicable.
8. Time is of the essence of this Agreement.
9. This Agreement shall enure to the benefit of and be binding upon the Corporation, its successors and assigns. Other than as provided for in the Plan, the Options under this option agreement are not transferable or assignable by the Optionee.
10. In the event of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.
11. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be treated in all respects as a British Columbia contract.

1558117 B.C. LTD

Per: _____
Authorized Signatory

SCHEDULE 'B'

NOTICE OF EXERCISE OF STOCK OPTIONS

To: **1558117 B.C. LTD**

The undersigned Optionee hereby exercises his/her/its option to purchase _____ common shares of 1558117 B.C. Ltd. granted _____, _____, at the exercise price (the "Exercise Price") of \$_____ per share.

Payment in full of the aggregate Exercise Price for the total number of common shares purchased is enclosed.

Date:

Signature

Name (*please print*)

Address

Please have my certificate sent to me at:

at my address indicated above.

1558117 B.C. Ltd.

Please register my shares as set out above, or as follows:

Address

SCHEDULE "H"

AUDITED ANNUAL CARVE-OUT FINANCIAL STATEMENTS FOR THE YEAR ENDED MARCH 31, 2025

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TWENTY MILE OPERATION
CARVE-OUT FINANCIAL STATEMENTS
FOR THE YEARS ENDED MARCH 31, 2025 AND 2024
(EXPRESSED IN CANADIAN DOLLARS)

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of J2 Metals Inc.

Opinion

We have audited the carve-out financial statements of the Twenty Mile Operation of J2 Metals Inc. (the "Entity"), which comprises the carve-out statements of financial position as at March 31, 2025 and 2024, and the carve-out statements of income (loss) and comprehensive income (loss), net parent investment and cash flows for the years then ended, and notes to the carve-out financial statements, including a summary of material accounting policy information.

In our opinion, the accompanying carve-out financial statements present fairly, in all material respects, the financial position of the Entity as at March 31, 2025 and 2024 and its financial performance and its cash flows for the years then ended in accordance with IFRS Accounting Standards ("IFRS").

Basis for Opinion

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

Material Uncertainty Related to Going Concern

We draw attention to Note 2 of the carve-out financial statements, which indicates that the Entity is not generating any revenues and has incurred losses since inception and its ability to obtain profitability and positive cash flows is uncertain. As stated in Note 2, these events and conditions indicate that a material uncertainty exists that may cast significant doubt on the Entity's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Emphasis of Matter – basis of preparation

We draw attention to Note 2 to the carve-out financial statements which describes the basis of preparation used in these carve-out financial statements and the purpose of the carve-out financial statements.

Our opinion is not modified in respect to this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the carve-out financial statements of the current year. These matters were addressed in the context of our audit of the carve-out financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Except for the matter described in the *Material Uncertainty Related to Going Concern* section, we have determined that there are no other key audit matters to communicate in our auditor's report.

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

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

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

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

Auditor's Responsibilities for the Audit of the Carve-Out Financial Statements

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

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

- Identify and assess the risks of material misstatement of the carve-out financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the carve-out financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure, and content of the carve-out financial statements, including the disclosures, and whether the carve-out financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Entity to express an opinion on the carve-out financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

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

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

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the carve-out financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the

adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditor's report is James Roxburgh.

De Visser Gray LLP

Chartered Professional Accountants

Vancouver, BC, Canada
October 24, 2025

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Financial Position
(Expressed in Canadian Dollars)

As at	March 31, 2025		March 31, 2024	
ASSETS				
<i>Current</i>				
Cash	\$	296,400	\$	21,000
<i>Total current assets</i>	\$	296,400	\$	21,000
Exploration and evaluation assets (Note 4)		249,970		261,478
Deposit (Note 4)		24,900		24,900
Total assets	\$	571,270	\$	307,378
LIABILITIES				
Accounts payable and accrued liabilities (Note 5)	\$	22,343	\$	6,884
Deferred flow-through share premium (Note 6)		49,400		6,052
<i>Total current liabilities</i>		71,743		12,936
Total liabilities	\$	71,743	\$	12,936
EQUITY IN NET ASSETS				
Equity in net assets attributable to J2 Metals Inc.	\$	626,301	\$	291,625
Retained earnings (deficit)		(126,774)		2,817
Total equity in net assets		499,527		294,442
Total liabilities and equity in net assets	\$	571,270	\$	307,378

Approved on behalf of the Board:

"Tom Lamb"
Director

"Chris Beltgens"
Director

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Income (Loss) and Comprehensive Income (Loss)
(Expressed in Canadian Dollars)

For the year ended	March 31, 2025	March 31, 2024
Expenses		
Interest and bank charges	\$ 17	\$ 423
Consulting fees (Note 5)	9,415	1,411
Filing fees	2,470	-
Legal and professional fees	12,287	1,051
Meals and entertainment	33	16
Office expenses	501	249
Travel	-	117
Foreign exchange loss	-	55
Total expenses	(24,723)	(3,322)
Other items		
Impairment of exploration and evaluation assets (Note 4)	(110,920)	-
Premium on flow-through shares (Note 6)	6,052	8,464
	6,052	8,464
Net income (loss) and comprehensive income (loss) for the year	\$ (129,591)	\$ 5,142

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Net Parent Investment
(Expressed in Canadian Dollars)

	Equity in net assets attributable to J2 Metals Inc.		Retained earnings (deficit)	Total
Balance, March 31, 2023	\$	214,441	\$ (2,325)	\$ 212,116
Contributions by J2 Metals Inc.		77,184	-	77,184
Net income for the year		-	5,142	5,142
Balance, March 31, 2024		291,625	2,817	294,442
Contributions by J2 Metals Inc.		334,676	-	334,676
Net loss for the year		-	(129,591)	(129,591)
Balance, March 31, 2025	\$	626,301	\$ (126,774)	\$ 499,527

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Cash Flows
(Expressed in Canadian Dollars)

For the year ended	March 31, 2025	March 31, 2024
Operating activities		
Net income (loss) for the year	\$ (129,591)	\$ 5,142
<i>Items not involving cash:</i>		
Impairment of exploration and evaluation assets	110,920	-
Premium on flow-through shares	(6,052)	(8,464)
<i>Changes in working capital items:</i>		
Accounts payable and accrued liabilities	17,958	3,129
Net cash used in operating activities	(6,765)	(193)
Investing activities		
Exploration and evaluation costs	(101,911)	(37,657)
Reclamation deposit paid	-	(24,900)
Net cash provided by (used in) investing activities	(101,911)	(62,557)
Financing activities		
Funds provided by J2 Metals Inc.	384,076	83,184
Net cash provided by financing activities	384,076	83,184
Net change in cash	275,400	20,434
Cash, beginning of the year	21,000	566
Cash, end of the year	\$ 296,400	\$ 21,000
 <i>Supplementary cash flow disclosures:</i>		
Exploration and evaluation assets included in accounts payable and accrued liabilities	\$ 466	\$ 2,965

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

1. Arrangement agreement

On October 24, 2025, the J2 Metals Inc. (the “Company”) entered into an arrangement agreement to complete a plan of arrangement (“Arrangement Agreement”) under the Business Corporations Act (British Columbia) with its wholly-owned subsidiary, 1558117 B.C. Ltd. (“Spinco”), whereby the Company’s Twenty Mile Property will be spun out to Spinco in accordance with the Arrangement Agreement, and Spinco will apply to be listed on a public exchange in Canada. Under the terms of the Arrangement Agreement, the Company’s shareholders will be issued 5,000,000 shares of Spinco with respect to the common shares of the Company owned on the share distribution record date on a pro-rata basis, which will be determined by the Company’s Board of Directors and announced by a news release in advance. The completion of the plan of arrangement is subject to the satisfaction of various conditions including, but not limited to: (i) the approval by the shareholders of the Company, (ii) the approval of the Supreme Court of British Columbia, and (iii) the acceptance of the Plan of Arrangement by the Canadian Securities Exchange.

These carve-out financial statements represent the historical operations of the Twenty Mile Property since acquisition by the Company. The assets, liabilities, expenses and cash flows of the operations included in the exploration business to be spun out to Spinco (the “Entity”) have been derived from the Company’s historical financial information. The operations of the Entity were not a separate legal entity during the periods presented. The Entity was part of the Company.

2. Basis of presentation and going concern

These carve-out financial statements have been prepared in accordance with IFRS Accounting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

These carve-out financial statements have been prepared on the historical cost basis except for certain financial instruments that are measured at fair value, as explained in the accounting policies below. In addition, the financial statements have been prepared using the accrual basis of accounting, except for cash flow disclosure.

These carve-out financial statements are presented in Canadian dollars, which is also the Entity’s functional currency.

The purpose of these carve-out financial statements is to provide general purpose historical financial information of the Entity in connection with the Plan of Arrangement detailed in Note 1. Therefore, these carve-out financial statements present the historical financial information of J2 that make up the Entity, either fully, or partially, where only specifically identifiable assets and liabilities are included, and allocations of shared income and expenses of J2 that are attributable to the Entity.

The basis of preparation for the carve-out statements of financial position, income (loss) and comprehensive income (loss), cash flows and the net parent investment of the Entity have been applied. The carve-out financial statements have been extracted from historical accounting records of J2 with estimates used, when necessary, for certain allocations.

- The carve-out statements of financial position reflect the assets and liabilities recorded by J2 which have been assigned to the Entity on the basis that they are specifically identifiable and attributable to the Entity;
- The carve-out statements of income (loss) and comprehensive income (loss) included a pro-rata allocation of J2’s income and expenses incurred in each of the periods presented based on the percentage of the carrying value of the carve-out exploration and evaluation assets being transferred, compared to the overall carrying value of the exploration and evaluation assets of J2 as at March 31, 2025 and 2024, and based on specifically identifiable activities attributable to the

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

Entity. Based on the criteria, the allocation of non-identifiable income and expenses, inclusive of transactions with related parties, for each period presented is as follows: for the year ended March 31, 2025 – 12% and the year ended March 31, 2024 – 9%. The percentages are considered reasonable under the circumstances.

Management cautions readers of these carve-out financial statements that the Entity's results do not necessarily reflect what the results of operations, financial position, or cash flows would have been had the Entity been a separate entity. Further, the allocation of income and expense in the carve-out statements of income (loss) and comprehensive income (loss) do not necessarily reflect the nature and level of the Entity's future income and operating expenses. J2's investment in the Entity, presented as the net parent investment in these carve-out financial statements, includes the accumulated total loss and comprehensive loss of the Entity.

These carve-out financial statements have been prepared on a going concern basis, which assumes that the Entity will continue in operation for the foreseeable future and will be able to realize its assets and settle its liabilities in the normal course of business. The Entity is not generating any revenues and has incurred losses since inception. Whether and when the Entity can obtain profitability and positive cash flows from operations is uncertain. These material uncertainties may cast significant doubt on the ability of the Entity to continue as a going concern. The Entity's ability to continue its operations is dependent upon support from its current parent company, J2. These carve-out financial statements do not give effect to the required adjustments to the carrying amounts and classification of assets and liabilities should the Entity be unable to continue as a going concern. Such adjustments could be material.

3. Material accounting policy information

a) Financial instruments

The following is the Entity's accounting policy for financial assets and liabilities:

Financial assets

The Entity classifies its financial assets in the following categories: at fair value through profit and loss ("FVTPL"), at fair value through other comprehensive income ("FVTOCI"), or at amortized cost.

The determination of the classification of financial assets is made at initial recognition. Equity instruments that are held for trading (including all equity derivative instruments) are classified as FVTPL; for other equity instruments, on the day of acquisition the Entity can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVTOCI.

Financial assets at FVTPL: Financial assets carried at FVTPL are initially recorded at fair value and transaction costs are expensed in the statement of income (loss) and comprehensive income (loss). Realized and unrealized gains and losses arising from changes in the fair value of financial assets held at FVTPL are included in the statement of income (loss) and comprehensive income (loss) in the period.

Financial assets at FVTOCI: Investments in equity instruments at FVTOCI are initially recognized at fair value plus transaction costs. Subsequently, they are measured at fair value, with gains and losses arising from changes in fair value recognized in other comprehensive income (loss) in the period.

Financial assets at amortized cost: A financial asset is measured at amortized cost if the objective of the business model is to hold the financial asset for the collection of contractual cash flows, and the asset's contractual cash flows are comprised solely of payments of principal and interest. They are classified as current assets or non-current assets based on their maturity date and are initially recognized at fair value

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

and subsequently carried at amortized cost less any impairment. The Entity's has classified cash and its deposit as subsequently measured at amortized cost.

Impairment of financial assets at amortized cost: The Entity recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost.

Financial liabilities

The Entity classifies its financial liabilities into one of two categories, depending on the purpose for which the liability was incurred. The Entity's accounting policy for each category is as follows:

Financial liabilities at FVTPL: This category comprises derivatives or liabilities acquired or incurred principally for the purpose of selling or repurchasing in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of income (loss) and comprehensive income (loss).

Financial liabilities at amortized cost: This category includes accounts payable and accrued liabilities which are recognized at amortized cost using the effective interest method.

Transaction costs in respect of financial instruments at FVTPL are recognized in the statement of income (loss) and comprehensive income (loss) immediately, while transaction costs associated with all other financial instruments are included in the initial measurement of the financial instrument.

b) Exploration and evaluation assets

Exploration costs are capitalized on an individual prospect basis until such time as an economic ore body is defined or the prospect is abandoned. No exploration costs are capitalized until the legal right to explore the property has been obtained. When it is determined that such costs will be recouped through successful development and exploitation, the capitalized expenditures are depreciated over the expected productive life of the asset. Costs for a producing asset are amortized on a unit-of-production method based on the estimated life of the ore reserves, while costs for the prospects abandoned are written off.

Impairment review for exploration and evaluation assets is carried out on a project by project basis, with each project representing a single cash generating unit. At the end of each reporting period, the Entity's assets are reviewed to determine whether there is any indication that these assets are impaired. An impairment review is undertaken when indicators of impairment arise but typically when one or more of the following circumstances apply:

- The right to explore the area has expired or will expire in the near future with no expectation of renewal;
- Substantive expenditure on further exploration for and evaluation of mineral resources in the area is neither planned nor budgeted;
- No commercially viable deposits have been discovered, and the decision had been made to discontinue exploration in the area; and
- Sufficient work has been performed to indicate that the carrying amount of the expenditure.

From time to time, the Entity may acquire or dispose of exploration and evaluation assets pursuant to the terms of option agreements. Due to the fact that these options are exercisable entirely at the discretion of the optionee, the amounts payable or receivable are not recorded. Option payments are recorded as exploration and evaluation assets or recoveries when the payments are made or received.

The recoverability of the amounts capitalized for the undeveloped exploration and evaluation assets is dependent upon the determination of economically recoverable ore reserves, confirmation of the Entity's

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

interest in the underlying mineral claims, the ability to farm out its exploration and evaluation assets, the ability to obtain the necessary financing to complete their development and future profitable production or proceeds from their disposition thereof.

When entitled, the Entity records refundable mineral exploration tax credits or incentive grants on an accrual basis and as a reduction of the carrying value of the mineral property interest. When the Entity is entitled to non-refundable exploration tax credits, and it is probable that they can be used to reduce future taxable income, a deferred income tax benefit is recognized.

c) Provision for environmental rehabilitation

The Entity recognizes the liabilities for statutory, contractual, constructive or legal obligations associated with the retirement of tangible long-lived assets in the period when the liability arises. The net present value of future rehabilitation costs is capitalized to the long-lived asset to which it relates with a corresponding increase in the rehabilitation provision in the period incurred. Discount rates using a pre-tax rate that reflect the time value of money are used to calculate the net present value.

The Entity's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related assets with a corresponding entry to the rehabilitation provision. The increase in the provision due to the passage of time is recognized as interest expense.

The Entity has no known restoration, rehabilitation or environmental costs related to its exploration and evaluation assets.

d) Flow-through shares

The Entity is expected to, in the future, issue flow-through shares to finance a significant portion of its exploration program. Pursuant to the terms of the flow-through share agreements, these shares transfer the tax deductibility of qualifying resource expenditures to investors. On the issuance of a flowthrough share, it is bifurcated into equity (share) and liability (flow-through) components on the issue date using the residual method. Proceeds are first allocated to shares according to the quoted price of existing shares at the time of issuance and residual proceeds is allocated to the liability. Upon expenditures being incurred, the Entity derecognizes the liability and recognizes a deferred tax liability for the amount of tax reduction renounced to the shareholders. The premium is recognized as other income and the related deferred tax is recognized as a tax provision.

New accounting standards issued and not yet effective

Accounting pronouncements with future effective dates are either not applicable or are not expected to have a material impact on the Entity's financial statements.

Significant judgments, estimates and assumptions

The preparation of these carve-out financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the carve-out financial statements and the reported income and expenses during the period. Actual results could differ from these estimates.

Significant assumptions about the future and other sources of estimation uncertainty that management has made at the end of the reporting period, that could result in a material adjustment to the carrying amounts of assets and liabilities in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

Valuation of exploration and evaluation assets

The Entity is required to make certain judgments in assessing the carrying value and the recoverability of exploration and evaluation assets, which are included in the carve-out statements of financial position. The cost model is utilized and the value of the exploration and evaluation assets is based on the expenditures incurred. For the initial value of the exploration and evaluation properties transferred in the Plan of Arrangement (Note 1), management estimated the fair value of the exploration and evaluation assets transferred which formed the value recorded on completion of the transaction. At every reporting period, management assesses the potential impairment which involves assessing whether or not facts or circumstances exist that suggest the carrying amount exceeds the recoverable amount.

Pro-rata allocation of J2's income and expenses

Generally, the pro-rata allocation of J2's shared income and expenses shall be allocated based on a reasonable method. In determining this method, management has assessed various approaches, and concluded that an allocation based on the percentage of the carrying value of carve-out exploration and evaluation assets being transferred, compared to the overall carrying value of the exploration and evaluation assets of J2 is the most reasonable.

The preparation of financial statements in accordance with IFRS requires the Entity to make judgments, apart from those involving estimates, in applying accounting policies. The most significant judgment in preparing these carve-out financial statements include:

Going concern

In the preparation of these carve-out financial statements, management is required to identify when events or conditions indicate that significant doubt may exist about the Entity's ability to continue as a going concern. Significant doubt about the Entity's ability to continue as a going concern would exist when relevant conditions and events, considered in the aggregate, indicate that the Entity will not be able to meet its obligations as they become due for a period of at least, but not limited to, twelve months from the balance sheet date. When the Entity identifies conditions or events that raise potential for significant doubt about its ability to continue as a going concern, the Entity considers whether its plans that are intended to mitigate those relevant conditions or events will alleviate the potential significant doubt. Management uses judgement to assess the Entity's ability to continue as a going concern and the conditions that cast doubt upon the use of the going concern assumption. Different bases of measurement may be appropriate if the Entity is not expected to continue operations for the foreseeable future.

4. Exploration and evaluation assets

Title to mining properties involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mining properties. The Entity has investigated title to all of its mineral properties and, to the best of its knowledge, title to its properties is in good standing.

Twenty Mile

The Twenty Mile Property is located in north central British Columbia, 122 km north-northwest of Fort St. James, and 224 km northwest of Prince George. The Twenty Mile Property consists of 8 mineral claims separated into six discontinuous claim blocks, known as Twenty Mile (TM), Burn, and Imperial, and covers a total area of 9,367 hectares. The claims at Twenty Mile were obtained through online staking by the company as well as several cash transactions for 100% interest of strategic claims of interest. The Company

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holds a 100% interest in all claims on the TM, Burn and Imperial claims and the properties are free of any NSRs or underlying agreements.

In May and September 2025, portions of the TM and Burn Claim blocks were intentionally let to lapse and the decision was made to drop 3,462 Ha of mineral claims. During the year ended March 31, 2025, the Company recorded an impairment loss of \$110,920 related to the lapsed claims which has been reflected in these financial statements.

During the year ended March 31, 2024, the Company posted a \$24,900 reclamation deposit concerning the Twenty Mile Property with the British Columbia Ministry of Energy, Mines and Low Carbon Innovation.

The continuity of the carrying value of these assets is as follows:

<u>Year ended March 31, 2025</u>	<u>Twenty Mile</u>
Acquisition	
Balance, beginning of year	\$ 51,631
Additions	-
Balance, end of year	51,631
Exploration	
Balance, beginning of year	209,847
Additions	99,412
Impairment	(110,920)
Balance, end of year	198,339
Recoveries	
Balance, beginning of year	-
Additions	-
Balance, end of year	-
Balance, March 31, 2025	\$ 249,970
<hr/>	
<u>Year ended March 31, 2024</u>	<u>Twenty Mile</u>
Acquisition	
Balance, beginning of year	\$ 51,354
Additions	277
Balance, end of year	51,631
Exploration	
Balance, beginning of year	174,969
Additions	34,878
Balance, end of year	209,847
Recoveries	
Balance, beginning of year	-
Additions	-
Balance, end of year	-
Balance, March 31, 2024	\$ 261,478

TWENTY MILE OPERATION OF J2 METALS INC.
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5. Related party transactions

Key management personnel are the persons responsible for the planning, directing and controlling the activities of the Entity and include both executive and non-executive directors, and entities controlled by such persons. The Entity considers all directors and officers of J2 to be key management personnel. To determine related party transactions for the Twenty Mile Property, the allocation methodology outlined in Note 2 has been consistently applied.

As at March 31, 2025, \$Nil (2024 - \$2,049) was accrued as payable to the Company's CEO for out-of-pocket expenses.

As at March 31, 2025, \$4,578 (2024 - \$Nil) was accrued as payable to the Company's CFO for management consulting fees.

As at March 31, 2025, \$4,254 (2024 - \$2,901) was accrued as payable to the Company's VP Exploration for geological and management consulting fees.

All amounts owing to related parties are unsecured, have no fixed terms of repayment, and bear no interest.

During the year ended March 31, 2025, the Entity paid or accrued \$28,893 (2024 - \$6,501) of geological and management consulting fees to the Entity's VP Exploration.

During the year ended March 31, 2025, the Entity paid or accrued \$4,578 (2024 - \$nil) of consulting fees to the Entity's CFO.

All related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

6. Liability and income tax effect on flow-through shares

Funds raised through the issuance of flow-through shares are expected to be expended on qualified Canadian mineral exploration expenditures, as defined pursuant to Canadian income tax legislation. The flow-through gross proceeds less the qualified expenditures made to date represent the funds received from flow-through share issuances that have not been spent and are held by the Entity for such expenditures.

Pursuant to a private placement financing that closed on February 2024, J2 issued 150,000 flow-through common shares for gross proceeds of \$21,000 and recognized a flow-through liability of \$6,000. These funds were expended on flow-through expenditures during the year ended March 31, 2025 and recognized as income accordingly.

Pursuant to a private placement that closed on December 30, 2024, J2 issued 2,470,000 flow-through common shares for which it recognized a flow-through liability of \$49,400 and of which none was recognized as income since the funds raised have not been spent by March 31, 2025. The Entity is required to incur \$296,400 of qualified Canadian mineral exploration expenditures by December 31, 2025.

7. Financial instruments and risk management

The Entity is exposed to the following financial risks:

- i) Market risk
- ii) Credit risk
- iii) Liquidity risk

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

In common with all other businesses, the Entity is exposed to risks that arise from its use of financial instruments. This note describes the Entity's objectives, policies and processes for managing those risks and the methods used to measure them. Further quantitative information in respect of these risks is presented throughout these carve-out financial statements.

General objectives, policies and processes

The Board has overall responsibility for the determination of the Entity's risk management objectives and policies and, whilst retaining ultimate responsibility for them, it has delegated the authority for designing and operating processes that ensure effective implementation of the objectives and policies to the Entity's finance function.

The overall objective of the Board's finance function is to set policies that seek to reduce risk as far as possible without unduly affecting the Entity's competitiveness and flexibility and to ensure that risks are properly identified and that the capital base is adequate in relation to those risks. Further details regarding these policies are set out below.

Market risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market prices are comprised of following types of risk: currency risk, interest rate risk and other price risk.

Currency risk

Currency risk is the risk that the fair value of, or future cash flows from, the Entity's financial instruments will fluctuate because of changes in foreign exchange rates. The Entity's reporting currency is denominated in Canadian Dollars. The Entity considers this risk to be minimal.

Interest rate risk

Interest rate risk is the risk arising from the effect of changes in prevailing interest rates on the Entity's financial instruments. The Entity holds no interest-bearing financial liabilities and therefore interest rate risk is limited to potential decreases on the interest rate offered on cash held with its financial institution. The Entity considers this risk to be minimal.

Credit risk

Credit risk is the risk of potential loss to the Entity if a counterparty to a financial instrument fails to meet its contractual obligations. The Entity's cash is held with reputable institutions in Canada. The Entity is not exposed to any material credit risk.

Liquidity risk

Liquidity risk is the risk that the Entity will not meet its financial obligations as they fall due. The Entity monitors its risk by monitoring the maturity dates of its existing debt and other payables. The Entity's policy is to ensure that it will always have sufficient cash to allow it to meet its liabilities when they become due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Entity's reputation.

To achieve this objective, the Entity regularly monitors working capital positions and updates spending plans as considered necessary. Monthly working capital and expenditure reports are prepared by the

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
For the years ended March 31, 2025 and 2024
(Expressed in Canadian Dollars)

Entity's finance function and presented to management for review and communication to the Board. As at March 31, 2025, all of the Entity's financial liabilities are due within one year.

As at March 31, 2025, the Entity's working capital was \$224,657 and it does not have any monetary long-term liabilities. The continuing operations of the Entity are dependent upon its ability to obtain adequate financing and to commence profitable operations in the future.

Capital management

The Entity's capital consists of contributions from J2.

The Entity's objectives in managing its capital are to safeguard the Entity's ability to continue as a going concern in order to pursue the development of its projects. The Entity is not exposed to any externally imposed capital requirements.

8. Income taxes

During the years ended March 31, 2025 and 2024, the Entity did not have legal form as the Twenty Mile Property was part of J2 Metals Inc. Deferred income tax assets and liabilities are calculated using the difference between the carrying amount of the mineral property and its corresponding tax value. However, the Entity does not meet the criteria to recognize any deferred tax assets. Therefore, no deferred tax assets have been recorded. Expenses presented on the carve-out statements of income (loss) and comprehensive income (loss) represent an allocation of J2's expenses and do not represent tax deductible expenses to the Entity.

9. Segmented information

As at March 31, 2025 and 2024, all of the Entity's long-term assets are located in Canada.

SCHEDULE "I"

INTERIM CARVE-OUT FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED SEPTEMBER 30, 2025

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TWENTY MILE OPERATION
CARVE-OUT FINANCIAL STATEMENTS
FOR THE SIX MONTHS ENDED SEPTEMBER 30, 2025 AND 2024
(EXPRESSED IN CANADIAN DOLLARS)

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Financial Position
(Expressed in Canadian Dollars)

As at	September 30, 2025		March 31, 2025	
ASSETS				
<i>Current</i>				
Cash	\$	84,688	\$	296,400
<i>Total current assets</i>		84,688		296,400
Exploration and evaluation assets (Note 4)		461,682		249,970
Deposit (Note 4)		24,900		24,900
Total assets	\$	571,270	\$	571,270
LIABILITIES				
Accounts payable and accrued liabilities (Note 5)	\$	4,825	\$	22,343
Deferred flow-through share premium (Note 6)		14,115		49,400
<i>Total current liabilities</i>		18,940		71,743
Total liabilities	\$	18,940	\$	71,743
SHAREHOLDERS' EQUITY				
Equity in net assets attributable to J2 Metals Inc.	\$	667,673	\$	626,301
Retained earnings (deficit)		(115,343)		(126,774)
Total equity in net assets		552,330		499,527
Total liabilities and equity in net assets	\$	571,270	\$	571,270

Approved on behalf of the Board:

"Tom Lamb"
Director

"Chris Beltgens"
Director

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Income (Loss) and Comprehensive Income (Loss)
(Expressed in Canadian Dollars)

	Three Months Ended		Six Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
Expenses				
Interest and bank charges	\$ 3	\$ 3	\$ 7	\$ 3
Consulting fees (Note 5)	7,274	310	14,252	573
Filing fees	1,399	-	1,693	1,308
Legal and professional fees	7,046	3,927	7,090	4,647
Office expenses	544	-	812	81
Total expenses	(16,266)	(4,240)	(23,854)	(6,612)
Other item				
Premium on flow-through shares (Note 6)	35,285	6,052	35,285	6,052
	35,285	6,052	35,285	6,052
Net income (loss) and comprehensive income (loss) for the period	19,019	1,812	11,431	(560)

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
 Carve-Out Statements of Net Parent Investment
 (Expressed in Canadian Dollars)

	Equity in net assets attributable to J2 Metals Inc.		Retained earnings (deficit)		Total
Balance, March 31, 2024	291,625	\$	2,817	\$	294,442
Contributions by J2 Metals Inc.	6,612		-		6,612
Net loss for the period	-		(560)		(560)
Balance, September 30, 2024	298,237	\$	2,257	\$	300,494
Balance, March 31, 2025	626,301	\$	(126,774)	\$	499,527
Contributions by J2 Metals Inc.	41,372		-		41,372
Net income for the period	-		11,431		11,431
Balance, September 30, 2025	667,673	\$	(115,343)	\$	552,330

The accompanying notes form an integral part of these carve-out financial statements

TWENTY MILE OPERATION OF J2 METALS INC.
Carve-Out Statements of Cash Flows
(Expressed in Canadian Dollars)

Six months ended	September 30, 2025	September 30, 2024
Operating activities		
Net income (loss) for the period	\$ 11,431	\$ (560)
<i>Items not involving cash:</i>		
Premium on flow-through shares	(35,285)	(6,052)
<i>Changes in working capital items:</i>		
Accounts payable and accrued liabilities	(17,518)	-
Net cash used in operating activities	(41,372)	(6,612)
Investing activities		
Exploration and evaluation costs	(211,712)	(21,000)
Net cash provided by (used in) investing activities	(211,712)	(21,000)
Financing activities		
Funds provided by J2 Metals Inc.	41,372	6,612
Net cash provided by financing activities	41,372	6,612
Net change in cash	(211,712)	(21,000)
Cash, beginning of period	296,400	21,000
Cash, end of period	\$ 84,688	\$ -

The accompanying notes form an integral part of these carve-out financial statements

1. Arrangement agreement

On October 24, 2025, the J2 Metals Inc. (the “Company”) entered into an arrangement agreement to complete a plan of arrangement (“Arrangement Agreement”) under the Business Corporations Act (British Columbia) with its wholly-owned subsidiary, 1558117 B.C. Ltd. (“Spinco”), whereby the Company’s Twenty Mile Property will be spun out to Spinco in accordance with the Arrangement Agreement, and Spinco will apply to be listed on a public exchange in Canada. Under the terms of the Arrangement Agreement, the Company’s shareholders will be issued 5,000,000 shares of Spinco with respect to the common shares of the Company owned on the share distribution record date on a pro-rata basis, which will be determined by the Company’s Board of Directors and announced by a news release in advance. The completion of the plan of arrangement is subject to the satisfaction of various conditions including, but not limited to: (i) the approval by the shareholders of the Company, (ii) the approval of the Supreme Court of British Columbia, and (iii) the acceptance of the Plan of Arrangement by the Canadian Securities Exchange.

These carve-out financial statements represent the historical operations of the Twenty Mile Property since acquisition by the Company. The assets, liabilities, expenses and cash flows of the operations included in the exploration business to be spun out to Spinco (the “Entity”) have been derived from the Company’s historical financial information. The operations of the Entity were not a separate legal entity during the periods presented. The Entity was part of the Company.

2. Basis of presentation and going concern

These carve-out financial statements have been prepared in accordance with IFRS Accounting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

These carve-out financial statements have been prepared on the historical cost basis except for certain financial instruments that are measured at fair value, as explained in the accounting policies below. In addition, the financial statements have been prepared using the accrual basis of accounting, except for cash flow disclosure.

These carve-out financial statements are presented in Canadian dollars, which is also the Entity’s functional currency.

The purpose of these carve-out financial statements is to provide general purpose historical financial information of the Entity in connection with the Plan of Arrangement detailed in Note 1. Therefore, these carve-out financial statements present the historical financial information of J2 that make up the Entity, either fully, or partially, where only specifically identifiable assets and liabilities are included, and allocations of shared income and expenses of J2 that are attributable to the Entity.

The basis of preparation for the carve-out statements of financial position, income (loss) and comprehensive income (loss), cash flows and the net parent investment of the Entity have been applied. The carve-out financial statements have been extracted from historical accounting records of J2 with estimates used, when necessary, for certain allocations.

- The carve-out statements of financial position reflect the assets and liabilities recorded by J2 which have been assigned to the Entity on the basis that they are specifically identifiable and attributable to the Entity;
- The carve-out statements of income (loss) and comprehensive income (loss) included a pro-rata allocation of J2’s income and expenses incurred in each of the periods presented based on the percentage of the carrying value of the carve-out exploration and evaluation assets being transferred, compared to the overall carrying value of the exploration and evaluation assets of J2 as at September 30, 2025 and 2024, and based on specifically identifiable activities attributable to

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

the Entity. Based on the criteria, the allocation of non-identifiable income and expenses, inclusive of transactions with related parties, for each period presented is as follows: for the period ended September 30, 2025 – 14% and the period ended September 30, 2024 – 11%. The percentages are considered reasonable under the circumstances.

Management cautions readers of these carve-out financial statements that the Entity's results do not necessarily reflect what the results of operations, financial position, or cash flows would have been had the Entity been a separate entity. Further, the allocation of income and expense in the carve-out statements of income (loss) and comprehensive income (loss) do not necessarily reflect the nature and level of the Entity's future income and operating expenses. J2's investment in the Entity, presented as the net parent investment in these carve-out financial statements, includes the accumulated total loss and comprehensive loss of the Entity.

These carve-out financial statements have been prepared on a going concern basis, which assumes that the Entity will continue in operation for the foreseeable future and will be able to realize its assets and settle its liabilities in the normal course of business. The Entity is not generating any revenues and has incurred losses since inception. Whether and when the Entity can obtain profitability and positive cash flows from operations is uncertain. These material uncertainties may cast significant doubt on the ability of the Entity to continue as a going concern. The Entity's ability to continue its operations is dependent upon support from its current parent company, J2. These carve-out financial statements do not give effect to the required adjustments to the carrying amounts and classification of assets and liabilities should the Entity be unable to continue as a going concern. Such adjustments could be material.

3. Material accounting policy information

a) Financial instruments

The following is the Entity's accounting policy for financial assets and liabilities:

Financial assets

The Entity classifies its financial assets in the following categories: at fair value through profit and loss ("FVTPL"), at fair value through other comprehensive income ("FVTOCI"), or at amortized cost.

The determination of the classification of financial assets is made at initial recognition. Equity instruments that are held for trading (including all equity derivative instruments) are classified as FVTPL; for other equity instruments, on the day of acquisition the Entity can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVTOCI.

Financial assets at FVTPL: Financial assets carried at FVTPL are initially recorded at fair value and transaction costs are expensed in the statement of income (loss) and comprehensive income (loss). Realized and unrealized gains and losses arising from changes in the fair value of financial assets held at FVTPL are included in the statement of income (loss) and comprehensive income (loss) in the period.

Financial assets at FVTOCI: Investments in equity instruments at FVTOCI are initially recognized at fair value plus transaction costs. Subsequently, they are measured at fair value, with gains and losses arising from changes in fair value recognized in other comprehensive income (loss) in the period.

Financial assets at amortized cost: A financial asset is measured at amortized cost if the objective of the business model is to hold the financial asset for the collection of contractual cash flows, and the asset's contractual cash flows are comprised solely of payments of principal and interest. They are classified as current assets or non-current assets based on their maturity date and are initially recognized at fair value

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

and subsequently carried at amortized cost less any impairment. The Entity's has classified cash and its deposit as subsequently measured at amortized cost.

Impairment of financial assets at amortized cost: The Entity recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost.

Financial liabilities

The Entity classifies its financial liabilities into one of two categories, depending on the purpose for which the liability was incurred. The Entity's accounting policy for each category is as follows:

Financial liabilities at FVTPL: This category comprises derivatives or liabilities acquired or incurred principally for the purpose of selling or repurchasing in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of income (loss) and comprehensive income (loss).

Financial liabilities at amortized cost: This category includes accounts payable and accrued liabilities which are recognized at amortized cost using the effective interest method.

Transaction costs in respect of financial instruments at FVTPL are recognized in the statement of income (loss) and comprehensive income (loss) immediately, while transaction costs associated with all other financial instruments are included in the initial measurement of the financial instrument.

b) Exploration and evaluation assets

Exploration costs are capitalized on an individual prospect basis until such time as an economic ore body is defined or the prospect is abandoned. No exploration costs are capitalized until the legal right to explore the property has been obtained. When it is determined that such costs will be recouped through successful development and exploitation, the capitalized expenditures are depreciated over the expected productive life of the asset. Costs for a producing asset are amortized on a unit-of-production method based on the estimated life of the ore reserves, while costs for the prospects abandoned are written off.

Impairment review for exploration and evaluation assets is carried out on a project by project basis, with each project representing a single cash generating unit. At the end of each reporting period, the Entity's assets are reviewed to determine whether there is any indication that these assets are impaired. An impairment review is undertaken when indicators of impairment arise but typically when one or more of the following circumstances apply:

- The right to explore the area has expired or will expire in the near future with no expectation of renewal;
- Substantive expenditure on further exploration for and evaluation of mineral resources in the area is neither planned nor budgeted;
- No commercially viable deposits have been discovered, and the decision had been made to discontinue exploration in the area; and
- Sufficient work has been performed to indicate that the carrying amount of the expenditure.

From time to time, the Entity may acquire or dispose of exploration and evaluation assets pursuant to the terms of option agreements. Due to the fact that these options are exercisable entirely at the discretion of the optionee, the amounts payable or receivable are not recorded. Option payments are recorded as exploration and evaluation assets or recoveries when the payments are made or received.

The recoverability of the amounts capitalized for the undeveloped exploration and evaluation assets is dependent upon the determination of economically recoverable ore reserves, confirmation of the Entity's interest in the underlying mineral claims, the ability to farm out its exploration and evaluation assets, the

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

ability to obtain the necessary financing to complete their development and future profitable production or proceeds from their disposition thereof.

When entitled, the Entity records refundable mineral exploration tax credits or incentive grants on an accrual basis and as a reduction of the carrying value of the mineral property interest. When the Entity is entitled to non-refundable exploration tax credits, and it is probable that they can be used to reduce future taxable income, a deferred income tax benefit is recognized.

c) Provision for environmental rehabilitation

The Entity recognizes the liabilities for statutory, contractual, constructive or legal obligations associated with the retirement of tangible long-lived assets in the period when the liability arises. The net present value of future rehabilitation costs is capitalized to the long-lived asset to which it relates with a corresponding increase in the rehabilitation provision in the period incurred. Discount rates using a pre-tax rate that reflect the time value of money are used to calculate the net present value.

The Entity's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related assets with a corresponding entry to the rehabilitation provision. The increase in the provision due to the passage of time is recognized as interest expense.

The Entity has no known restoration, rehabilitation or environmental costs related to its exploration and evaluation assets.

d) Flow-through shares

The Entity is expected to, in the future, issue flow-through shares to finance a significant portion of its exploration program. Pursuant to the terms of the flow-through share agreements, these shares transfer the tax deductibility of qualifying resource expenditures to investors. On the issuance of a flowthrough share, it is bifurcated into equity (share) and liability (flow-through) components on the issue date using the residual method. Proceeds are first allocated to shares according to the quoted price of existing shares at the time of issuance and residual proceeds is allocated to the liability. Upon expenditures being incurred, the Entity derecognizes the liability and recognizes a deferred tax liability for the amount of tax reduction renounced to the shareholders. The premium is recognized as other income and the related deferred tax is recognized as a tax provision.

New accounting standards issued and not yet effective

Accounting pronouncements with future effective dates are either not applicable or are not expected to have a material impact on the Entity's financial statements.

Significant judgments, estimates and assumptions

The preparation of these carve-out financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the carve-out financial statements and the reported income and expenses during the period. Actual results could differ from these estimates.

Significant assumptions about the future and other sources of estimation uncertainty that management has made at the end of the reporting period, that could result in a material adjustment to the carrying amounts of assets and liabilities in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

Valuation of exploration and evaluation assets

The Entity is required to make certain judgments in assessing the carrying value and the recoverability of exploration and evaluation assets, which are included in the carve-out statements of financial position. The cost model is utilized and the value of the exploration and evaluation assets is based on the expenditures incurred. For the initial value of the exploration and evaluation properties transferred in the Plan of Arrangement (Note 1), management estimated the fair value of the exploration and evaluation assets transferred which formed the value recorded on completion of the transaction. At every reporting period, management assesses the potential impairment which involves assessing whether or not facts or circumstances exist that suggest the carrying amount exceeds the recoverable amount.

Pro-rata allocation of J2's income and expenses

Generally, the pro-rata allocation of J2's shared income and expenses shall be allocated based on a reasonable method. In determining this method, management has assessed various approaches, and concluded that an allocation based on the percentage of the carrying value of carve-out exploration and evaluation assets being transferred, compared to the overall carrying value of the exploration and evaluation assets of J2 is the most reasonable.

The preparation of financial statements in accordance with IFRS requires the Entity to make judgments, apart from those involving estimates, in applying accounting policies. The most significant judgment in preparing these carve-out financial statements include:

Going concern

In the preparation of these carve-out financial statements, management is required to identify when events or conditions indicate that significant doubt may exist about the Entity's ability to continue as a going concern. Significant doubt about the Entity's ability to continue as a going concern would exist when relevant conditions and events, considered in the aggregate, indicate that the Entity will not be able to meet its obligations as they become due for a period of at least, but not limited to, twelve months from the balance sheet date. When the Entity identifies conditions or events that raise potential for significant doubt about its ability to continue as a going concern, the Entity considers whether its plans that are intended to mitigate those relevant conditions or events will alleviate the potential significant doubt. Management uses judgement to assess the Entity's ability to continue as a going concern and the conditions that cast doubt upon the use of the going concern assumption. Different bases of measurement may be appropriate if the Entity is not expected to continue operations for the foreseeable future.

4. Exploration and evaluation assets

Title to mining properties involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mining properties. The Entity has investigated title to all of its mineral properties and, to the best of its knowledge, title to its properties is in good standing.

Twenty Mile

The Twenty Mile Property is located in north central British Columbia, 122 km north-northwest of Fort St. James, and 224 km northwest of Prince George. The Twenty Mile Property consists of 8 mineral claims separated into six discontinuous claim blocks, known as Twenty Mile (TM), Burn, and Imperial, and covers a total area of 9,367 hectares. The claims at Twenty Mile were obtained through online staking by the company as well as several cash transactions for 100% interest of strategic claims of interest. The Company holds a 100% interest in all claims on the TM, Burn and Imperial claims and the properties are free of any NSRs or underlying agreements.

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

In May and September 2025, portions of the TM and Burn Claim blocks were intentionally let to lapse and the decision was made to drop 9,234 Ha of mineral claims. During the year ended March 31, 2025, the Company recorded an impairment loss of \$110,920 related to the lapsed claims.

During the year ended March 31, 2024, the Company posted a \$24,900 reclamation deposit concerning the Twenty Mile Property with the British Columbia Ministry of Energy, Mines and Low Carbon Innovation.

The continuity of the carrying value of these assets is as follows:

<u>Six months ended September 30, 2025</u>	<u>Twenty Mile</u>
Acquisition	
Balance, beginning of period	\$ 51,631
Additions	-
Balance, end of period	51,631
Exploration	
Balance, beginning of period	198,339
Additions	211,712
Balance, end of period	410,051
Recoveries	
Balance, beginning of period	-
Additions	-
Balance, end of period	-
Balance, September 30, 2025	\$ 461,682
<u>Year ended March 31, 2025</u>	<u>Twenty Mile</u>
Acquisition	
Balance, beginning of year	\$ 51,631
Additions	-
Balance, end of year	51,631
Exploration	
Balance, beginning of year	209,847
Additions	99,412
Impairment	(110,920)
Balance, end of year	198,339
Recoveries	
Balance, beginning of year	-
Additions	-
Balance, end of year	-
Balance, March 31, 2025	\$ 249,970

5. Related party transactions

Key management personnel are the persons responsible for the planning, directing and controlling the activities of the Entity and include both executive and non-executive directors, and entities controlled by such persons. The Entity considers all directors and officers of J2 to be key management personnel. To determine related party transactions for the Twenty Mile Property, the allocation methodology outlined in Note 2 has been consistently applied.

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

Remuneration of key management personnel of the Company was as follows:

	Three Months Ended		Six Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
CEO - retainer	\$ 2,220	\$ -	\$ 4,440	\$ -
CFO - retainer	\$ 2,389	\$ -	\$ 4,779	\$ -
Corporate Secretary - retainer	\$ 444	\$ -	\$ 592	\$ -
VP Exploration - retainer	\$ 2,220	\$ -	\$ 4,440	\$ -

In addition, included in the exploration and evaluation assets balance on the statement of financial position is \$29,457 of fieldwork expenses related to Twenty Mile that has been paid to VP Exploration. As at September 30, 2025, \$nil is payable to any of the related parties mentioned above.

All related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

6. Liability and income tax effect on flow-through shares

Funds raised through the issuance of flow-through shares are expected to be expended on qualified Canadian mineral exploration expenditures, as defined pursuant to Canadian income tax legislation. The flow-through gross proceeds less the qualified expenditures made to date represent the funds received from flow-through share issuances that have not been spent and are held by the Entity for such expenditures.

Pursuant to a private placement financing that closed on February 2024, J2 issued 150,000 flow-through common shares for gross proceeds of \$21,000 and recognized a flow-through liability of \$6,000. These funds were expended on flow-through expenditures during the year ended September 30, 2024 and recognized as income accordingly.

Pursuant to a private placement that closed on December 30, 2024, the Company issued 2,470,000 flow-through common shares for gross proceeds of \$296,400 and recognized a flow-through liability of \$49,400, none of which was recognized as income during the year ended March 31, 2025. During the six months ended September 30, 2025, the Company spent \$211,712 of the proceeds and therefore recognized a premium on flow-through shares of \$35,285. The Company is required to incur the remaining unspent amount of \$84,688 on qualified Canadian mineral exploration expenditures by December 31, 2025.

7. Financial instruments and risk management

The Entity is exposed to the following financial risks:

- i) Market risk
- ii) Credit risk
- iii) Liquidity risk

In common with all other businesses, the Entity is exposed to risks that arise from its use of financial instruments. This note describes the Entity's objectives, policies and processes for managing those risks and the methods used to measure them. Further quantitative information in respect of these risks is presented throughout these carve-out financial statements.

General objectives, policies and processes

The Board has overall responsibility for the determination of the Entity's risk management objectives and policies and, whilst retaining ultimate responsibility for them, it has delegated the authority for designing

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

and operating processes that ensure effective implementation of the objectives and policies to the Entity's finance function.

The overall objective of the Board's finance function is to set policies that seek to reduce risk as far as possible without unduly affecting the Entity's competitiveness and flexibility and to ensure that risks are properly identified and that the capital base is adequate in relation to those risks. Further details regarding these policies are set out below.

Market risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market prices are comprised of following types of risk: currency risk, interest rate risk and other price risk.

Currency risk

Currency risk is the risk that the fair value of, or future cash flows from, the Entity's financial instruments will fluctuate because of changes in foreign exchange rates. The Entity's reporting currency is denominated in Canadian Dollars. The Entity considers this risk to be minimal.

Interest rate risk

Interest rate risk is the risk arising from the effect of changes in prevailing interest rates on the Entity's financial instruments. The Entity holds no interest-bearing financial liabilities and therefore interest rate risk is limited to potential decreases on the interest rate offered on cash held with its financial institution. The Entity considers this risk to be minimal.

Credit risk

Credit risk is the risk of potential loss to the Entity if a counterparty to a financial instrument fails to meet its contractual obligations. The Entity's cash is held with reputable institutions in Canada. The Entity is not exposed to any material credit risk.

Liquidity risk

Liquidity risk is the risk that the Entity will not meet its financial obligations as they fall due. The Entity monitors its risk by monitoring the maturity dates of its existing debt and other payables. The Entity's policy is to ensure that it will always have sufficient cash to allow it to meet its liabilities when they become due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Entity's reputation.

To achieve this objective, the Entity regularly monitors working capital positions and updates spending plans as considered necessary. Monthly working capital and expenditure reports are prepared by the Entity's finance function and presented to management for review and communication to the Board. As at September 30, 2025, all of the Entity's financial liabilities are due within one year.

As at September 30, 2025, the Entity's working capital was \$65,748 and it does not have any monetary long-term liabilities. The continuing operations of the Entity are dependent upon its ability to obtain adequate financing and to commence profitable operations in the future.

Capital management

The Entity's capital consists of contributions from J2.

TWENTY MILE OPERATION OF J2 METALS INC.
Notes to the Carve-Out Financial Statements
Six months ended September 30, 2025 and 2024
(Expressed in Canadian Dollars)

The Entity's objectives in managing its capital are to safeguard the Entity's ability to continue as a going concern in order to pursue the development of its projects. The Entity is not exposed to any externally imposed capital requirements.

8. Income taxes

During the periods ended September 30, 2025 and 2024, the Entity did not have legal form as the Twenty Mile Property was part of J2 Metals Inc. Deferred income tax assets and liabilities are calculated using the difference between the carrying amount of the mineral property and its corresponding tax value. However, the Entity does not meet the criteria to recognize any deferred tax assets. Therefore, no deferred tax assets have been recorded. Expenses presented on the carve-out statements of income (loss) and comprehensive income (loss) represent an allocation of J2's expenses and do not represent tax deductible expenses to the Entity.

9. Segmented information

As at September 30, 2025 and 2024, all of the Entity's long-term assets are located in Canada.

SCHEDULE "J"

PRO FORMA FINANCIAL STATEMENTS OF SPINCO AS AT SEPTEMBER 30, 2025

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**PRO-FORMA CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2025
(UNAUDITED - EXPRESSED IN CANADIAN DOLLARS)**

J2 METALS INC.
Pro-Forma Consolidated Statement of Financial Position (Unaudited)
As at September 30, 2025
(Expressed in Canadian Dollars)

As at	J2 Metals Inc. September 30, 2025	Notes	Pro-forma Adjustments	Pro-forma Consolidated
ASSETS				
<i>Current</i>				
Cash	\$ 396,127	2 (b) 2 (e)	(84,688) (30,000)	\$ 281,439
Prepaid expenses	13,181		-	13,181
Marketable securities	64,000		-	64,000
<i>Total current assets</i>	473,308		(114,688)	358,620
Exploration and evaluation assets	3,275,157	2 (a)	(461,682)	2,813,475
Deposit (Note 5)	24,900	2 (c)	(24,900)	-
Total assets	\$ 3,773,365		\$ (601,270)	\$ 3,172,095
LIABILITIES				
Accounts payable and accrued liabilities	\$ 34,227		\$ -	\$ 34,227
Deferred flow-through share premium	14,115	2 (d)	(14,115)	-
<i>Total current liabilities</i>	48,342		(14,115)	34,227
Deferred income tax liability	105,114		-	105,114
Total liabilities	\$ 153,456		\$ (14,115)	\$ 139,341
SHAREHOLDERS' EQUITY				
Share capital	\$ 4,814,241		\$ -	\$ 4,814,241
Reserves	332,494		-	332,494
Deficit	(1,526,826)	2 (a) 2 (b) 2 (c) 2 (d) 2 (e)	(461,682) (84,688) (24,900) 14,115 (30,000)	(2,113,981)
Total shareholders' equity	3,619,909		\$ (557,155)	\$ 3,032,754
Total liabilities and shareholders' equity	\$ 3,773,365		\$ (571,270)	\$ 3,172,095

J2 METALS INC.

Pro-Forma Consolidated Statements of Loss and Comprehensive Loss (Unaudited)

For the six months ended September 30, 2025

(Expressed in Canadian Dollars)

	J2 Metals Inc. Six Months Ended September 30, 2025	Notes	Pro-forma Adjustments	Pro-forma Consolidated
Expenses				
Interest and bank charges	\$ 51		\$ -	\$ 51
Consulting fees	101,100		-	101,100
Filing fees	12,009		-	12,009
Legal and professional fees	50,298	2 (e)	30,000	80,298
Office expenses	5,763		-	5,763
Share-based compensation	60,768		-	60,768
Total expenses	(229,989)		(30,000)	(259,989)
Other items				
Unrealized gain (loss) on marketable securities	51,200		-	51,200
Premium on flow-through shares	35,285	2 (d)	14,115	49,400
Impairment of exploration and evaluation assets	(110,920)		-	(110,920)
	(24,435)		14,115	(10,320)
Loss before income taxes	(254,424)		(15,885)	(270,309)
Deferred income tax recovery	58,286		-	58,286
Net loss and comprehensive loss for the period	(196,138)		(15,885)	(212,023)

J2 METALS INC.
Notes to Pro-Forma Consolidated Financial Statements (Unaudited)
As at September 30, 2025
(Expressed in Canadian Dollars)

1. Proposed transaction and basis of presentation

The unaudited pro-forma consolidated financial statements of J2 Metals Inc. (formerly Cranstown Capital Corp.) (“J2” or the “Company”) have been prepared by its management based on financial statements prepared in accordance with IFRS Accounting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) to give effect to the proposed Plan of Arrangement (the “Arrangement Agreement”) dated October 24, 2025 between J2 and its wholly-owned subsidiary, 1558117 B.C. LTD. (“Spinco”) to spin out its Twenty Mile Property located in north central British Columbia, 122 km north-northwest of Fort St. James, and 224 km northwest of Prince George to Spinco (the “Transaction”).

On October 24, 2025, the Company entered into an Arrangement Agreement under the Business Corporations Act (British Columbia) with its wholly-owned subsidiary, 1558117 B.C. Ltd. (“Spinco”), whereby the Company’s Twenty Mile Property will be spun out to Spinco in accordance with the Arrangement Agreement, and Spinco will apply to be listed on a public exchange in Canada. Under the terms of the Arrangement Agreement, the Company’s shareholders will be issued 5,000,000 shares of Spinco with respect to the common shares of the Company owned on the share distribution record date on a pro-rata basis, which will be determined by the Company’s Board of Directors and announced by a news release in advance. The completion of the plan of arrangement is subject to the satisfaction of various conditions including, but not limited to: (i) the approval by the shareholders of the Company, (ii) the approval of the Supreme Court of British Columbia, and (iii) the acceptance of the Plan of Arrangement by the Canadian Securities Exchange.

It is management’s opinion that the pro-forma consolidated financial statements include all adjustments necessary for fair presentation, in all material respects, of the transactions described in Note 2 and are in accordance with IFRS.

The unaudited pro-forma consolidated financial statements should be read in conjunction with the financial statements and reports thereon included in this Management Information Circular, being the audited consolidated financial statements of J2 for the years ended March 31, 2025 and 2024, the condensed interim consolidated financial statements of J2 for the six months ended September 30, 2025 and 2024, the audited carve-out financial statements of the Twenty Mile Property operation for the years ended March 31, 2025 and 2024 and the condensed interim carve-out financial statements of the Twenty Mile Property operation for the six months ended September 30, 2025 and 2024.

The unaudited pro-forma consolidated financial statements give effect to the proposed Plan of Arrangement as if it had occurred on September 30, 2025. The unaudited pro-forma consolidated financial statements are not intended to reflect the results of operations or the financial position of the Company which would have actually resulted had the proposed transactions been in effect on the dates indicated. Further, the unaudited pro-forma financial information is not necessarily indicative of the results of operations that may be obtained in the future. The actual fair values of the assets and liabilities will be determined as of the date of completion of the Transaction and may differ materially from the amounts disclosed in the unaudited pro-forma consolidation financial statements.

2. Pro-forma transactions and adjustments

The pro-forma consolidated financial statements reflect the following assumptions and adjustments:

(a) Pursuant to the Arrangement Agreement, J2 will transfer to Spinco the Twenty Mile Property for the issuance of Spinco common shares. The Spinco common shares received by J2 will be distributed to Spinco shareholders on a pro-rata basis.

(b) Prior to the transfer of Twenty Mile Property to Spinco, J2 is required to incur the remaining unspent amount of \$84,688 on qualified Canadian mineral exploration expenditures.

J2 METALS INC.
Pro-Forma Consolidated Statement of Financial Position (Unaudited)
As at September 30, 2025
(Expressed in Canadian Dollars)

(c) J2 posted a \$24,900 reclamation deposit concerning the Twenty Mile Property with the British Columbia Ministry of Energy, Mines and Low Carbon Innovation which will be transferred to Spinco.

(d) Prior to the transfer of Twenty Mile Property to Spinco, J2 is required to incur the remaining unspent amount of \$84,688 on qualified Canadian mineral exploration expenditures. This will result in the recognition of premium on flow-through shares of \$14,115.

(e) Costs in connection with completion of the Transaction are estimated at \$30,000.

3. Effective rate

Upon completion of the Transaction, the effective tax rate of the resulting issuer is expected to be 27%.

CERTIFICATE OF J2 METALS INC.

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities of the Issuer assuming completion of the Transactions, Financing and other transactions described herein.

By order of the Board of Directors

November 4, 2025

(signed) "*Thomas Lamb*"
Thomas Lamb
Chief Executive Officer

(signed) "*Ivan Riabov*"
Ivan Riabov
Chief Financial Officer

On behalf of the Board of Directors

(signed) "*Toby Pierce*"
Toby Pierce
Director

(signed) "*Chris Beltgens*"
Chris Beltgens
Director

CERTIFICATE OF 1558117 B.C. LTD.

The foregoing as it relates to Spinco constitutes full, true and plain disclosure of all material facts relating to the securities of Spinco assuming completion of the Arrangement and other transactions described herein.

November 4, 2025

(signed) "*Thomas Lamb*"
Thomas Lamb
Chief Executive Officer

(signed) "*Ivan Riabov*"
Ivan Riabov
Chief Financial Officer

On behalf of the Board of Directors

(signed) "*Toby Pierce*"
Toby Pierce
Director

(signed) "*Chris Beltgens*"
Chris Beltgens
Director