



LOMIKO METALS®

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MANAGEMENT INFORMATION CIRCULAR As at November 4, 2021

INTRODUCTION

This management information circular (the "Circular") accompanies the Notice of Annual and Special General Meeting (the "Notice") and is furnished to shareholders (each, a "Shareholder") holding common shares (each, a "Share") in the capital of LOMIKO METALS INC. (the "Company" or "Lomiko") in connection with the solicitation by the management of the Company of proxies to be voted at the Annual and Special General Meeting (the "Meeting") of the Shareholders to be held at 11:00 a.m. (Eastern time) on December 6, 2021 by means of remote communication, rather than in person or at any adjournment or postponement thereof.

Due to the public health impact of the coronavirus pandemic, also known as COVID-19, and to mitigate risks to the health and safety of our community, shareholders, employees and other stakeholders, the Company is conducting a virtual meeting of the shareholders of the Company. Shareholders will not be able to attend the Meeting in person. Instead, Registered Shareholders (as defined in the accompanying Circular under the heading "Appointment and Revocation of Proxies") and duly appointed proxyholders can virtually attend, participate, vote or submit questions at the virtual Meeting online by registering before December 3, 2021 at the following link:

<https://bit.ly/3nRCExD>

After registering by completing the online survey, you will receive a confirmation email with access instructions.

To ensure a smooth process, the Company is asking registered participants to log in by 10:45 a.m. (Eastern time) on December 6, 2021.

Just as they would be at an in-person meeting, Registered Shareholders and duly appointed proxyholders will be able to attend the virtual Meeting, participate, submit questions online and vote virtually, all in real time, provided they are connected to the internet and comply with all of the requirements set out in this Circular. Registered Shareholders who are unable to attend the virtual Meeting are requested to complete, sign and date the accompanying form of proxy in accordance with the instructions provided therein and in this Circular and return it in accordance with the instructions and timelines set forth in this Circular. Non-registered (or beneficial) shareholders who have not duly appointed themselves as proxyholder will be able to attend the virtual Meeting as "guests", but will not be able to participate, submit questions or vote at the virtual Meeting.

Date and Currency

The date of this Circular is November 4, 2021. Unless otherwise stated, all amounts herein are in Canadian dollars.

NOTE OF CAUTION CONCERNING COVID-19 OUTBREAK

At the date of this Circular it is the intention of the Company to hold the Meeting at the location stated above. We are continuously monitoring development of current coronavirus (COVID-19) outbreak ("COVID-19"). In light of the rapidly evolving public health guidelines related to COVID-19, we ask shareholders to consider voting their Shares by proxy and NOT attend the meeting in person. Shareholders who do wish to attend the Meeting in person, should carefully consider and follow the instructions of the federal Public Health Agency of Canada: <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>.

We ask that shareholders also review and follow the instructions of any regional health authorities of the Province of British Columbia, including the Vancouver Coastal Health Authority, the Fraser Health Authority and any other health authority holding jurisdiction over the areas you must travel through to attend the Meeting. Please do not attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if you or someone with whom you have been in close contact has travelled to/from outside of Canada within the 14 days immediately prior to the Meeting. All shareholders are strongly encouraged to vote by submitting their completed form of proxy (or voting instruction form) prior to the Meeting by one of the means described on pages 1, 2 and 3 of this Circular.

The Company reserves the right to take any additional pre-cautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak, including: (i) holding the Meeting virtually or by providing a webcast of the Meeting; (ii) hosting the Meeting solely by means of remote communication; (iii) changing the Meeting date and/or changing the means of holding the Meeting; (iv) denying access to persons who exhibit cold or flu-like symptoms, or who have, or have been in close contact with someone who has, travelled to/from outside of Canada within the 14 days immediately prior to the Meeting; and (v) such other measures as may be recommended by public health authorities in connection with gatherings of persons such as the Meeting. Should any such changes to the Meeting format occur, the Company will announce any and all of these changes by way of news release, which will be filed under the Company's profile on SEDAR as well as on our Company website at www.lomiko.com. We strongly recommend you check the Company's website prior to the Meeting for the most current information. In the event of any changes to the Meeting format due to the COVID-19 outbreak, the Company will not prepare or mail amended Meeting Proxy Materials.

PROXIES AND VOTING RIGHTS

Management Solicitation

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining from their principals authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specially engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

Appointment of Proxy

Shareholders of the Company may be "Registered Shareholders" or "Beneficial Shareholders". If Shares are registered in the Shareholder's name, they are said to be owned by a "Registered Shareholder". If Shares are registered in the name of an intermediary and not registered in the Shareholder's name, they are said to be owned by a "Beneficial Shareholder". An intermediary is usually a bank, trust company, securities dealer or broker, or a clearing agency in which an intermediary participates. Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder holds on the record date of October 22, 2021 (the "Record Date") on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

The persons named as proxyholders (the "Designated Persons") in the enclosed form of proxy are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING.

A SHAREHOLDER MAY EXERCISE THIS RIGHT BY STRIKING OUT THE PRINTED NAMES OF THE DESIGNATED PERSONS AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED ON THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE'S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER'S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

In order to be voted, the completed form of proxy must be received by the Company's registrar and transfer agent, Olympia Trust Company, Suite 1900, 925 West Georgia Street, Vancouver, BC V6C 3L2, by fax to 403-668-8307, by email to proxy@olympiustrust.com OR by via internet at <https://css.olympiustrust.com/pxlogin> and enter the 12-digit control number shown on reverse at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) prior to the scheduled time of the Meeting, or any adjournment or postponement thereof.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarial certified copy thereof, must accompany the form of proxy.

Revocation of Proxies

A Shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder's attorney-in-fact, authorized in writing, or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Company at the address set forth above, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions given in the proxy. If the Shareholder specifies a choice in the proxy with respect to a matter to be acted upon, then the Shares represented will be voted or withheld from the vote on that matter accordingly. **The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.**

If no choice is specified in the proxy with respect to a matter to be acted upon, the proxy confers discretionary authority with respect to that matter upon the Designated Persons named in the form of proxy. It is intended that the Designated Persons will vote the Shares represented by the proxy in favor of each matter identified in the proxy AND for the nominees of the Company's board of directors (the "Board") for directors and auditor.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to those Shareholders who do not hold Shares in their own name. Beneficial Shareholders should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided by a broker, then in almost all cases those Shares will not be registered in the Beneficial Shareholder's name on the records of the Company. Such Shares will more likely be registered under the names of the Beneficial Shareholder's broker or an agent of that broker. In the United States, the vast majority of such Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

The Company does not have access to names of Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is similar to the form of proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Registered Shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in the United States and in Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. Beneficial Shareholders are requested to complete and return the voting instructions to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge's dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and to vote the Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have its Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of their broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the Registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, a Beneficial Shareholder may request in writing that their broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote their Shares.

All references to Shareholders in this Circular are to Registered Shareholders, unless specifically stated otherwise.

NOTICE AND ACCESS

The Company is **not** sending the Meeting materials to Shareholders using "notice-and-access", as defined under National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 *Continuous Disclosure Obligations*.

Copies of the documents incorporated herein by reference may be obtained by a Shareholder upon request without charge from the Company at #439, 7184 120th Street, Surrey, BC, V3W 0M6. These documents are also available through the internet on SEDAR, which can be accessed at www.sedar.com.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares without par value. As of the Record Date, October 22, 2021, a total of 238,101,546 Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting.

Only Registered Shareholders as of the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting.

Under the Articles of the Company, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of Shareholders is one person present or represented by proxy.

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

ADVANCE NOTICE BYLAW - POLICY

At the Company's annual general and special meeting held on October 18, 2013, the Shareholders ratified, confirmed, authorized and approved the Company's Advance Notice Bylaw and Adoption of New Articles with respect to the timing and format of director nominations. The full text of the Advance Notice Bylaw has been filed on SEDAR at www.sedar.com on October 24, 2013. The Company subsequently altered/amended its Articles to reflect the same. The following information is intended as a brief summary of the Advance Notice Bylaw and is qualified in its entirety by the full text of the Advance Notice Bylaw Policy.

The purpose of the Advance Notice Bylaw is to provide Shareholders, directors and management of the Company with a clear framework for nominating directors of the Company. To be timely, a Nominating Shareholder (as defined in the Advance Notice Bylaw Policy) must send notice to the Company:

- (a) in the case of an annual meeting of Shareholders, not less than 30 days nor more than 65 days prior to the date of the annual meeting of Shareholders; provided, however, that in the event that the annual meeting of Shareholders is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be given not later than the close of business on the 10th day following the notice date; and
- (b) in the case of a special meeting (which is not also an annual meeting) of Shareholders called for the purpose of electing directors, not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of Shareholders was made.

To be in proper written form, a Nominating Shareholder's notice must be addressed to the Corporate Secretary of the Company, and must set forth:

- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director:
 - (i) the name, age, business address and residential address of the person;

- (ii) the present principal occupation or employment of the person and the principal occupation or employment within the five years preceding the notice;
 - (iii) the citizenship of such person;
 - (iv) the shareholdings of the person; and
 - (v) a statement as to whether such person would be "independent";
- (b) the full particulars regarding any oral or written proxy, contract, agreement, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any Shares of the Company; and
- (c) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* (British Columbia) and applicable securities laws.

STATEMENT OF EXECUTIVE COMPENSATION

The following information is presented in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation*, and sets forth compensation for each of A. Paul Gill, Chief Executive Officer (the “CEO”) and director, Jacqueline Michael, Chief Financial Officer (the “CFO”) and director (together, the “NEOs”), Gabriel Erdelyi, Mike Petrina and Gregg Jensen, directors as at July 31, 2021 and Julius Galik, a former director of the Company.

General

For the purposes of this Statement of Executive Compensation:

“CEO” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“CFO” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“Named Executive Officer” or “NEO” means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year and whose total compensation was, individually, more than \$150,000 as determined in accordance with applicable securities laws; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity at the end of the most recently completed financial year.

Based on the foregoing definition, during the last completed fiscal year of the Company ended July 31, 2021, the Company had two NEOs, namely, A. Paul Gill, the CEO, and Jacqueline Michael, the CFO.

Compensation Discussion and Analysis

The Company’s compensation philosophy for its Named Executive Officers is designed to attract well qualified individuals in what is essentially an international market by paying competitive base management fees plus short and long-term incentive compensation in the form of Stock Options or other suitable long-term incentives. The Board meets to discuss and determine executive compensation without reference to formal objectives, criteria or analysis. In making its determinations regarding the various elements of executive compensation, the Board does not benchmark its executive compensation program, but from time to time does review compensation practices of companies of similar size and stage of development to ensure the compensation paid is competitive within the Company’s industry and geographic location while taking into account the financial and other resources of the Company.

The duties and responsibilities of the President and CEO are typical of those of a business entity of the Company's size in a similar business and include direct reporting responsibility to the Board, overseeing the activities of all other executive and management consultants, representing the Company, providing leadership and responsibility for achieving corporate goals and implementing corporate policies and initiatives.

Elements of Compensation

The Company's executive compensation policy consists of an annual base salary and long-term incentives in the form of Stock Options granted under the Company's former Option Plan, which was adopted in 2011 (the "Existing Option Plan"). If adopted by the disinterested Shareholders at the Meeting, the new 2021 Omnibus Incentive Plan (the "Omnibus Plan") will replace the Existing Option Plan.

The base salaries paid to officers of the Company are intended to provide fixed levels of competitive pay that reflect each officer's primary duties and responsibilities and the level of skill and experience required to successfully perform their role. The Company intends to pay base salaries to officers that are competitive with those for similar positions in the same industry to attract and retain executive talent in the market in which the Company competes for talent. Base salaries of officers are reviewed annually by the Board.

Compensation Policies and Risk Management

The Board considers the implications of the risks associated with the Company's compensation policies and practices when determining rewards for its officers. In 2012, the Board conducted its initial review and the Company intends to review at least once annually the risks, if any, associated with the Company's compensation policies and practices.

Executive compensation is comprised of short-term compensation in the form of a base salary and long-term ownership through the Company's Existing Option Plan. This structure ensures that a significant portion of executive compensation (Stock Options) is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long-term Shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the Shareholders is extremely limited. Furthermore, the short-term component of executive compensation (base salary) represents a relatively small part of the total compensation. As a result, it is unlikely an officer would take inappropriate or excessive risks at the expense of the Company or the Shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions.

Due to the small size of the Company and the current level of the Company's activity, the Board is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

Hedging of Economic Risks in the Company's Securities

The Company has not adopted a policy prohibiting Directors or officers from purchasing financial instruments that are designed to hedge or offset a decrease in market value of the Company's securities granted as compensation or held, directly or indirectly, by Directors or officers. However, the Company is not aware of any Directors or officers having entered into this type of transaction.

Share-Based and Option-Based Awards

For the fiscal year ended July 31, 2021, the Board attributed Stock Options pursuant to the Existing Option Plan. In determining the number of Stock Options to be granted to the executive officers, the Board takes into account the number of Stock Options, if any, previously granted to each executive officer, and the exercise price of any outstanding Stock Options to ensure that such grants are in accordance with the policies of the TSX Venture Exchange ("TSXV"), and closely align the interests of the executive officers with the interests of Shareholders.

The Board as a whole has the responsibility to administer the compensation policies related to the executive management of the Company, including option-based awards.

If approved by the disinterested Shareholders at the Meeting, the Company's Omnibus Plan will be used to provide Security-Based Compensation Awards which are granted in consideration of the level of responsibility of the executive as well as his or her impact or contribution to the longer-term operating performance of the Company.

Compensation Governance

Options are granted at the discretion of the Board, which considers factors such as how other junior exploration companies grant options and the potential value that each optionee is contributing to the Company. The number of options granted to an individual is based on such considerations.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company to each NEO and director, in any capacity, for the two most recently completed financial years.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
A. Paul Gill ⁽¹⁾ CEO and Director	2021	90,000 ⁽²⁾	Nil	Nil	Nil	Nil	90,000
	2020	90,000 ⁽²⁾	Nil	Nil	Nil	Nil	90,000
Jacqueline Michael ⁽³⁾ CFO and Director	2021	90,000 ⁽⁴⁾	Nil	Nil	Nil	Nil	90,000
	2020	90,000 ⁽⁴⁾	Nil	Nil	Nil	Nil	90,000
Gabriel Erdelyi Director	2021	Nil	Nil	10,000	Nil	Nil	10,000
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Mike Petrina ⁽⁵⁾ Director	2021	Nil	Nil	46,640	Nil	Nil	46,640
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Gregg Jensen ⁽⁶⁾ Director	2021	Nil	Nil	10,000	Nil	Nil	10,000
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Julius Galik ⁽⁷⁾ Director (former)	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil

NOTES:

- (1) A. Paul Gill was replaced by Belinda Labatte as CEO effective October 26, 2021.
- (2) Management fees paid to AJS Management Corp., a private company wholly owned by Mr. Gill.
- (3) Jacqueline Michael was replaced by Vincent Osbourne as CFO effective October 26, 2021.
- (4) Management fees paid to M&M Corporate Services; a private company wholly owned by Ms. Michael.
- (5) Mike Petrina appointed as director effective December 7, 2020.
- (6) Gregg Jensen appointed as director effective December 17, 2020.
- (7) Julius Galik resigned as a director effective December 17, 2020.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each NEO and director by the Company for services provided or to be provided, directly or indirectly, to the Company in the most recently completed financial year ended July 31, 2021.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (July 31, 2021) (\$)	Expiry date
A. Paul Gill ⁽¹⁾ CEO and Director	Stock Option	1,000,000	02-28-2019	0.05	0.065	0.14	02-28-2022
		1,000,000	12-18-2020	0.05	0.045		12-18-2025
Jacqueline Michael ⁽²⁾ CFO and Director	Stock Option	350,000	02-28-2019	0.05	0.065	0.14	02-28-2022
		650,000	12-18-2020	0.05	0.45		12-18-2025
Julius Galik ⁽³⁾ Director (former)	Stock Option	250,000 ⁽⁴⁾	02-28-2019	0.05	0.065	0.14	02-28-2022
		300,000	12-18-2020		0.45		12-18-2025
Gabriel Erdelyi Director	Stock Option	350,000	02-28-2019	0.05	0.065	0.14	02-28-2022
		650,000	12-18-2020	0.05	0.45		12-18-2025
Mike Petrina Director	Stock Option	100,000	02-28-2019	0.05	0.065	0.14	02-28-2022
		500,000	12-18-2020	0.05	0.45		12-18-2025
Gregg Jensen Director	Stock Option	500,000	12-18-2020	\$0.05	\$0.05	0.14	12-18-2025

NOTES:

- (1) A. Paul Gill was replaced by Belinda Labatte as CEO effective October 26, 2021.
- (2) Jacqueline Michael was replaced by Vincent Osbourne as CFO effective October 26, 2021.
- (3) As of the date hereof, stock option has expired.
- (4) Julius Galik resigned as a director effective December 17, 2020.
- (5) Subsequently exercised. Refer to section "Exercise of Stock Option".

Exercise of Stock Options

During the financial year ended July 31, 2021, the following NEO and/or director's of the Company exercised compensation securities.

Exercise of Compensation Securities						
Name and Position	Number of Common Shares Underlying Exercised Options	Option Exercise Price (\$)	Date of Exercise	Closing Price of Security on Date of Exercise (\$)	Difference Between Exercise Price and Closing Price on Date of Exercise (\$)	Total Value on Date of Exercise (\$)
Julius Galik ⁽¹⁾ Former Director	250,000	\$0.05	Jan. 14, 2021	\$0.085	\$0.35	21,250

NOTES:

- (1) Julius Galik resigned as a director effective December 17, 2020.

Stock Option Plans and Other Incentive Plans

The long-term component of compensation for directors and officers, including the NEOs, is based on Security-Based Compensation Awards. This component of compensation is intended to reinforce management's commitment to long term improvements in the Company's performance.

The Board believes that incentive compensation in the form of Security-Based Compensation Awards which vest over time, is and has been beneficial and necessary to attract and retain both senior executives and managerial talent at other levels. Furthermore, the Board believes Security-Based Compensation Awards are an effective long-term incentive vehicle because they are directly tied to share price over a longer period and motivate executives to deliver sustained long term performance and increase shareholder value, and have a time horizon that aligns with long-term corporate goals.

The Omnibus Plan replaces the Company's Existing Option Plan. The Stock Options issued under the Existing Option Plan are to be continued under the Omnibus Plan.

In determining individual grants, the Board considers the experience, responsibilities and performance of each recipient of an award under the Omnibus Plan. Previous grants are also taken into consideration during the grant process.

A brief summary of the features of all types of Security-Based Compensation Awards is provided below and is qualified in its entirety by the provisions of the Omnibus Plan, a copy of the full text which is attached hereto as Schedule "B".

Stock Options

Participants (as such term is defined in the Omnibus Plan) are eligible to receive grants of Stock Options to acquire shares of the Company at the time of employment or contract, if applicable, and thereafter as determined by the Board.

During the fiscal year ended July 31, 2021, the Board granted 4,000,000 Stock Options under the Existing Option Plan. As of the date of this Circular, there were 12,650,000 Stock Options outstanding. The remaining 11,160,155 Stock Options available for future grants will be transferred over to the Omnibus Plan.

Restricted Share Units

Under the proposed Omnibus Plan, participants are eligible to receive grants of RSUs, entitling the holder to receive one Share for each RSU, subject to restrictions as the Board may, in its sole discretion, establish in the applicable award agreement. The Board believes the granting of RSUs creates long-term incentive, a sense of ownership and an alignment of the recipients' interests with those of the Shareholders. The granting of RSUs is intended to reward those Employees and Directors who are responsible for the management and growth of the Company and to encourage such executives to develop a long-term vision for the Company to operate in a manner to maximize Shareholder value. By using vesting periods for RSUs in addition to other restrictions, this compensation element is also designed to support long term retention of valuable Employees and Directors as well as provide an incentive for the achievement of specific milestones, if applicable.

No RSUs have been awarded as of the date of this Circular.

Performance Share Units

Under the proposed Omnibus Plan, Employees and Directors are eligible to receive grants of PSUs, entitling the holder to receive one Share for each PSU, subject to the achievement or attainment of specific performance criteria ("Performance Criteria") within a specific period ("Performance Cycle"). The number of PSUs and the Performance Criteria which must be satisfied in order for the PSUs to vest and the Performance Cycle in respect of such PSUs shall be specified in the applicable award agreement. The Board believes the granting of the PSUs incentivizes the attainment of specific goals which support the overall strategies of the Company and creates a sense of ownership and an alignment of the recipients' interests with those of the Shareholders. The granting of PSUs is intended to reward those executives who are responsible for the management and growth of the Company and to encourage such executives to develop a long-term vision for the Company to operate in a manner to maximize Shareholder value. By using vesting periods for PSUs in addition to other restrictions, this compensation element is also designed to support long-term retention of valuable employees as well as provide an incentive for the achievement of specific milestones, if applicable.

No PSUs have been awarded as of the date of this Circular.

Deferred Share Units

Under the proposed Omnibus Plan, Directors are eligible to receive grants of DSUs. Directors may elect to receive any part or all of their fees payable in respect of their position as a director as DSUs. Each holder of a DSU is entitled to receive one Common Share for each DSU. The Board believes the granting of DSUs creates long-term incentive, a sense of ownership and an alignment of the recipients' interests with those of the Shareholders. The granting of DSUs is intended to reward directors who are responsible for oversight of the management and growth of the Company and to encourage such directors to maintain a long-term vision for the Company to operate in a manner to maximize Shareholder value.

No DSUs have been awarded as of the date of this Circular.

Employment, Consulting and Management Agreements

Management functions of the Company are not, to any substantial degree, performed other than by directors or NEOs of the Company.

During the fiscal year ended July 31, 2021, neither the Company, nor its subsidiaries, has a contract, agreement, plan or arrangement that provides for payments to a NEO following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company or its subsidiaries, or a change in responsibilities of the NEO following a change in control, other than:

1. Pursuant to a management agreement effective June 1, 2021 (the "Management Agreement"), the Company agreed to pay AJS Management Inc. a management fee of \$7,500 per month. The contract states that the Company may terminate the agreement at any time by giving written notice of such termination. In the event of termination of the agreement by the Company, or termination for change of control, other than a termination for default, the Company shall pay an amount that is 18 times the management fee. Mr. A. Paul Gill is the principal of AJS Management Inc. The agreement is in good standing.
2. Pursuant to a consulting agreement effective June 1, 2021 (the "Consulting Agreement"), the Company agreed to pay M&M Corporate Services a consulting fee of \$7,500 per month. The contract states that the Company may terminate the agreement at any time by giving written notice of such termination. In the event of termination of the agreement by the Company, or termination for change of control, other than a termination for default, the Company shall pay an amount that is 18 times the consulting fee. Ms. Jacqueline Michael is the principal of M&M Corporate Services. The agreement is in good standing.

With respect to the above, "Change of Control" means any event, including an amalgamation, merger or consolidation that causes:

- (i) a third party to own or control, directly or indirectly, 50% or more of the voting Shares of the Company;
- (ii) a third party to own or control, directly or indirectly, sufficient voting Shares in the Company to elect a majority of the directors of the Company;
- (iii) an assignment, sale, or transfer by the Company of all or substantially all of the Company's business to a third party or to an affiliate or a wholly owned subsidiary; or
- (iv) an assignment, sale, or transfer by the Company of all or substantially all of the Company's assets to a third party or to an affiliate or a wholly owned subsidiary.

Estimated Incremental Payments on Change of Control

Under the terms of the Management Agreement with Mr. Gill, the estimated incremental payments, payables and other benefits that would be triggered by or could result in the event of Mr. Gill's termination by the Company without cause, resignation for good cause or termination without cause by the Company following a change of control of the Company (calculated as at July 31, 2021) total approximately \$135,000.

Under the terms of the Consulting Agreement with Ms. Michael, the estimated incremental payments, payables and other benefits that would be triggered by or could result in the event of Ms. Michael termination by the Company

without cause, resignation for good cause or termination without cause by the Company following a change of control of the Company (calculated as at July 31, 2021) total approximately \$135,000.

Oversight and Description of Director and NEO Compensation

Compensation of Directors

Compensation of directors of the Company is reviewed annually and determined by the Board. The level of compensation for directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

In the Board's view, there is, and has been, no need for the Company to design or implement a formal compensation program for directors. While the Board considers grants of Security-Based Compensation Awards to directors under the Omnibus Plan from time to time, the Board does not employ a prescribed methodology when determining the grant or allocation of Security-Based Compensation Awards. Other than the Omnibus Plan, as discussed above, the Company does not offer any long-term incentive plans, share compensation plans or any other such benefit programs for directors.

Compensation of NEOs

Compensation of NEOs is reviewed annually and determined by the Board. The level of compensation for NEOs is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources. In the Board's view, there is, and has been, no need for the Company to design or implement a formal compensation program for NEOs.

Elements of NEO Compensation

Salary

The Company's CEO and CFO receive annual salaries. The Board reviews salaries annually to ensure that they reflect each respective NEO's performance and experience in fulfilling his/her role. Due to the relatively small size of the Company, limited cash resources, and the early stage and scope of the Company's operations, NEOs receive limited salaries relative to industry standards. The Board does not currently have any plan in place to materially increase NEOs' salaries.

Existing Option Plan and 2021 Omnibus Incentive Plan

As discussed above, the Company provided until the adoption of the Omnibus Plan long-term incentive plan under the Existing Option Plan to motivate NEOs by providing them with the opportunity, through Stock Options, to acquire an interest in the Company and benefit from the Company's growth. The Board does not employ a prescribed methodology when determining the grant or allocation Stock Options to NEOs. Other than the Existing Option Plan, to be replaced by the Omnibus Plan if approved by disinterested Shareholders, the Company does not offer any long-term incentive plans, share compensation plans, retirement plans, pension plans, or any other such benefit programs for NEOs. See "Stock Options and Other Incentive Plans"

Pension Disclosure

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company and none are proposed at this time.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth the Company's compensation plans under which equity securities are authorized for issuance as at the end of the most recently financial year July 31, 2021.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	7,800,000 ⁽¹⁾	0.05	7,800,000 ⁽¹⁾
Equity compensation plans not approved by securityholders	Nil ⁽²⁾	N/A	N/A
Total	7,800,000⁽¹⁾	0.05	7,800,000⁽¹⁾

NOTES:

- (1) Represents the Existing Option Plan of the Company. As at July 31, 2021, the Existing Option Plan reserved Shares equal to a maximum of 10% of the issued and outstanding Shares for issue pursuant to the Existing Option Plan. Based on the issued and outstanding of 238,101,546 as at July 31, 2021. As of July 31, 2021, 12,650,000 Stock Options were outstanding. The Stock Options issued under the Existing Option Plan are continued under the Omnibus Plan.
- (2) As of the date of this Circular, no Securities-Based Compensation Awards were issued under the Omnibus Plan.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date of this Circular, there was no indebtedness outstanding of any current or former Director, executive officer or employee of the Company which is owing to the Company or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a Director or executive officer of the Company, no proposed nominee for election as a Director of the Company and no associate of such persons:

- (i) is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company; or
- (ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company,

in relation to a securities purchase program or other program.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as set out herein, no person who has been a Director or executive officer of the Company at any time since the beginning of the Company's last financial year, no proposed nominee of management of the Company for election as a Director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of Directors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person or proposed Director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year (2021) or in any proposed transaction which in either such case has materially affected or would materially affect the Company.

MANAGEMENT CONTRACTS

No management functions of the Company are performed to any substantial degree by a person other than the Directors or executive officers of the Company.

CORPORATE GOVERNANCE DISCLOSURE

National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and, therefore, these guidelines have not been adopted. National Instrument 58-101 *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices which disclosure is set out below.

Independence of Members of Board

The Company's Board currently consists of five Directors, two of whom are independent based upon the tests for independence set forth in National Instrument 52-110 *Audit Committees* ("NI 52-110"). A. Paul Gill and Jacqueline Michael are not independent as they are officers of the Company and Mike Petrina has a consulting contract with the Company. Gabriel Erdelyi and Gregg Jensen are independent.

Management Supervision by Board

Independent supervision of management is accomplished through choosing management who demonstrate a high level of integrity and ability and having strong Independent Board members. The independent Directors are however able to meet at any time without any members of management including the non-independent Directors being present. Further, supervision is performed through the audit committee which is composed of a majority of independent Directors who meet with the Company's auditors without management being in attendance. The independent Directors also have access to the Company's legal counsel and its officers.

Risk Management

The Board is responsible for adoption of a strategic planning process, identification of principal risks and implementing risk management systems, succession planning and the continuous disclosure requirements of the Company under applicable securities laws and regulations.

Participation of Directors in Other Reporting Issuers

None of the Directors of the Company hold Directorships in other reporting issuers.

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new Board members are provided with:

1. information respecting the functioning of the Board, committees and copies of the Company's corporate governance policies;
2. access to recent, publicly filed documents of the Company, technical reports and the Company's internal financial information;
3. access to management and technical experts and consultants; and
4. a summary of significant corporate and securities responsibilities.

Board members are encouraged to communicate with management, auditors and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to Shareholders. The Board has adopted a Code of Conduct and has instructed its management and employees to abide by the Code.

Nomination of Directors

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the Company's industry are consulted for possible candidates.

Compensation of Directors and the CEO

As of the date hereof, the independent Directors are Gabriel Erdelyi and Gregg Jensen. These Directors have the responsibility for determining compensation for the Directors and senior management.

To determine compensation payable, the independent Directors reviewed compensation paid for Directors and CEOs of companies of similar size and stage of development in the mineral exploration 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 the Company. In setting the compensation the independent Directors annually review the performance of the CEO in light of the Company's objectives and consider other factors that may have impacted the success of the Company in achieving its objectives.

Board Committees

The Board has determined that additional committees beyond the Audit Committee, the Corporate Governance Committee and the Technical, Safety and Sustainability Committee are not necessary at this stage of the Company's development. The Audit Committee Charter is attached hereto as Schedule "A".

Assessments

The Board does not consider that formal assessments would be useful at this stage of the Company's development. The Board conducts informal annual assessments of the Board's effectiveness, the individual Directors and each of its committees. To assist in its review, the Board conducts informal surveys of its Directors.

Nomination and Assessment

The Board determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the President and CEO. The Board monitors but does not formally assess the performance of individual Board members or committee members or their contributions.

Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances Shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company's business plan and to meet performance goals and objectives.

AUDIT COMMITTEE

The audit committee has various responsibilities as set forth in NI 52-110.

The Audit Committee's Charter

The Company's Audit Committee (the "Committee") is governed by an audit committee charter, the text of which is attached as Schedule "A" to this Circular.

Composition of the Audit Committee

The following are the current members of the Committee:

Jacqueline Michael	Non-Independent ⁽¹⁾	Financially literate ⁽¹⁾
Gregg Jensen	Independent ⁽¹⁾	Financially literate ⁽¹⁾
Gabriel Erdelyi	Independent ⁽¹⁾	Financially literate ⁽¹⁾

NOTES:

(1) As defined by NI 52-110

Audit Committee Member Education and Experience

Jacqueline Michael - Ms. Michael has over 20 years of financial and administration experience. In 1988, Ms. Michael co-founded The Conac Group, a software development company for construction management, where she acted as President and CEO. In 1997, Ms. Michael was successful in taking the company public on the CDNX Exchange and helped raise over \$5 million in private placement financings for the company. Ms. Michael has acted as the President and Chief Executive Officer for public companies for over 10 years. Ms. Michael has two-years of business management with Sophia College, Bombay.

Gabriel Erdelyi - Mr. Erdelyi has spent the last 20 + years acquiring and running various small businesses in the manufacturing sector and has had various real estate investment properties including multi-level apartment buildings and commercial and Industrial buildings. The growth of these businesses and properties required various levels of financing and his continued dealings with various financial institutions as the president and controller of his businesses, his experience is wide and varied.

Gregg Jensen - Gregg has over 25 years experience in Finance and Business management spanning several industries from technology, mining, engineering, to professional services. Gregg has led several companies through multiple capital raises, several M&A and joint venture transactions as well as consulted in turning around struggling companies. Gregg has been involved in many successful startups and turning several companies from loss to profit

Audit Committee Oversight

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

Reliance on Certain Exemptions

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

Pre-Approval Policies and Procedures

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading "External Auditors".

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditors in each of the last three fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit Related	Tax Fees	All Other Fees
	\$	Fees \$	\$	\$
July 31, 2021 ⁽¹⁾	38,000 ⁽¹⁾	-	-	-
July 31, 2020	29,055.00	11,070.33	2,004.97	Nil
July 31, 2019	30,335.50	13,720.92	6,644.10	Nil

NOTES:

(1) Accrued and Approximate

Exemption in Section 6.1 of NI 52-110

The Company is relying on the exemption in Section 6.1 of NI 52-110 from the requirement of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

The Board determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the President and Chief Executive Officer. The Board monitors but does not formally assess the performance of individual Board members or committee members or their contributions.

CORPORATE GOVERNANCE COMMITTEE

The current members of the board's Corporate Governance Committee are Gregg Jensen and Gabriel Erdelyi who are independent and Jacqueline Michael, who is non-independent.

The Corporate Governance Committee has been given the responsibility of developing and recommending to the Board the Company's approach to corporate governance and assists members of the Board in carrying out their duties. The Corporate Governance Committee also reviews new and modified rules and policies applicable to governance of listed corporations to assure that the Company remains in full compliance with such requirements as are applicable to the Company.

The Corporate Governance Committee's overall responsibility is to ensure that the Company meets applicable legal, regulatory and (self-regulatory) business principles and 'codes of best practice' of corporate behavior and conduct.

Furthermore, the Corporate Governance Committee has adopted on January 2, 2015 a Communications and Corporate Disclosure Policy. The objective of this policy is to ensure that communications to the investing public about the Company is: (i) timely, complete, factual and accurate; and (ii) broadly disseminated in accordance with all applicable legal and regulatory requirements. The policy covers the following disclosure aspects: (i) disclosure of material information; (ii) trading restrictions and blackout periods; (iii) confidentiality; (iv) spokespersons; (v) new releases; (vi) conference calls; (vii) rumors and how to respond; (viii) contact with analysts, investors and the media; (ix) reviewing analyst draft reports and models to fact check publicly disclosed information; (x) distribution of analyst reports; (xi) forward-looking information; (xii) managing expectations; (xiii) quiet periods; (xiv) disclosure record; (xv) electronic communications, including the Company's website; and (xvi) liability to investors in the secondary market.

TECHNICAL, SAFETY AND SUSTAINABILITY COMMITTEE

The current members of the board's Technical, Safety and Sustainability Committee are Gabriel Erdelyi who is independent and A. Paul Gill and Mike Petrina who are non-independent. The Technical, Safety and Sustainability Committee has been given the authority to investigate any activity of the Company and its subsidiaries relating to environmental, health, safety or and community engagement matters.

The Technical, Safety and Sustainability Committee's overall responsibility is to

- (a) engage, at the Company's expense, persons having special competencies (including, without limitation, legal or other consultants and experts) and/or other advisors as it determines necessary to carry out its duties; and
- (b) set and authorize payment by the Company of the compensation for advisors employed by the Committee.

The Technical, Safety and Sustainability Committee adopted on November 16, 2020 a charter that requires, among other things, (i) the review management's assumptions and methodology in the preparation of the Company's mineral reserve and mineral resource estimates; (ii) the assurance that the technical reports and mineral resource estimates comply with regulatory requirements; (iii) the review of management reports on sustainability matters, including the Company's record of performance on health, safety, environmental, community engagement and sustainability matters; (iv) the review with management the Company's goals, policies and programs relative to sustainability and wherever it is applicable review contractors' safety, health, environment and community engagement policies; (v) the review the results of any health, safety and environmental audits; and (vi) confirmation that management has in place appropriate policies, compliance procedures and monitoring procedures.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. PRESENTATION AND RECEIPT OF FINANCIAL STATEMENTS

The audited financial statements of the Company for the period ended July 31, 2020 and July 31, 2021, together with the auditor's report thereon will be presented to Shareholders at the Meeting. The financial statements, auditor's report and management's discussion and analysis for the financial year ended July 31, 2020 and July 31, 2021 are available under the Company's profile on SEDAR at www.sedar.com.

2. NUMBER OF DIRECTORS

The Articles of the Company provide for a Board of no fewer than three directors and no greater than a number as fixed or changed from time to time by majority approval of the Shareholders.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at seven (7). The number of directors will be approved if the affirmative vote of the majority of Shares present or represented by proxy at the Meeting and entitled to vote are voted in favor of setting the number of directors at seven (7).

Management recommends the approval of the resolution to set the number of directors of the Company at seven (7).

3. ELECTION OF DIRECTORS

At present, the directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier death, resignation or removal. In the absence of instructions to the contrary, the enclosed form of proxy will be voted for the nominees listed in the form of proxy. All of the nominees listed in the form of proxy are presently members of the Board.

Pursuant to the Advance Notice Bylaw Policy of the Company adopted by the Board on April 29, 2013, any additional director nominations for the Meeting must have been received by the Company in compliance with the Advance Notice Bylaw Policy, as noted above. As of the date of this Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Bylaw Policy.

Management of the Company proposes to nominate the persons named in the table below for election by the Shareholders as directors of the Company. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Province, Country of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for last 5 Years	Periods during which Nominee has served as a Director	Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly ⁽¹⁾
A. PAUL GILL <i>Executive Chair, Director</i> Surrey, BC, Canada	Businessman. President of AJS Management Inc.. Until October 2006, VP of Business Development and Director as well as the President & CEO, Chief Financial Officer and Corporate Secretary of Norsemont Mining.	May 2006 to present	11,094,890 ⁽²⁾
BELINDA LABATTE <i>CEO and Director</i> Toronto, ON, Canada	Chief Development Officer of Mandalay Resources Corp. (January 2015 to July 2021) President and Founder of The Capital Lab Inc. (January 2005 to present)	October 2021 to present	Nil.
ERIC LEVY <i>Director</i> Montreal, QC, Canada	Partner, Osler, Hoskin & Harcourt LLP (January 2014 to present)	October 2021 to present	Nil.
SAGIV SHIV <i>Director</i> New York, New York, USA	B. Riley Securities, Inc. (May 2021 – present) National Securities Corp. (January 2016 to present)	Nominee	Nil.
ANU DHIR <i>Director</i> Toronto, ON, Canada	Director of Golden Star Resources Ltd. (February, 2014 to present) and Taseko Mines Limited (September 2014 to present)	Nominee	Nil.
DOMINIQUE DIONNE <i>Director</i> Lac Supérieur, QC, Canada	Director, Quebec Precious Metals Corporation. (May 2019 to present) Vice President, Public Affairs and Strategic Communications at Public Service Pension Investment Board (February 2016 to January 2019) Vice President, Institutional and International Relations at the Caisse de dépôt et placement du Québec (November 2013 to February 2016)	Nominee	Nil.
LEE ARDEN LEWIS, <i>Director</i> Prince Edward County, ON, Canada	Jackson's Falls County Inn – proprietor (July 2010 to August 2020)	Nominee	Nil.

NOTES:

- (1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at October 22, 2021.
- (2) 2,000,000 Shares are held indirectly through AJS Management Corp., a company controlled by Mr. Gill.

Management recommends the approval of each of the nominees listed above for election as directors of the Company for the ensuing year.

Belinda Labatte, CEO and Director

Belinda Labatte, CFA, MBA, ICD.D, has more than 15 years of senior management experience in mining and the extractive industry, and 20 years of capital markets experience, including a decade of strategic development, capital markets investment banking experience, stakeholder engagement, and asset acquisition and disposition processes. Her most recent position was Chief Development Officer of Mandalay Resources Corp. Prior to that, Ms. Labatte was the founder and President of her own Company, The Capital Lab Inc., a leading Toronto-based consulting firm. Ms.

Labatte is fluent in French, Spanish and German and graduated from the Rotman School of Management with an MBA. She holds the ICD.D designation and is CFA charterholder.

Eric Levy, Director

Eric Levy has over 20 years of experience advising on complex issues concerning securities and governance matters. Mr. Levy is a partner at the law firm of Osler, Hoskin & Harcourt LLP and is recognized as a leading Canadian lawyer in mergers and acquisitions. He is Head of Osler's Montreal Corporate Group and also serves on the Osler, Hoskin & Harcourt LLP's Partnership Board.

Sagiv Shiv, Director

Sagiv Shiv is a Managing Director at B. Riley Securities. Prior to B. Riley's acquisition of National Securities Corp., Sagiv was the Senior Managing Director and the head of the Advisory Services Practice at National Securities Corp. Prior to National, Sagiv led the global M&A and Advisory Practice at INTL FCStone Inc. and at Merriman Capital. As an investment banker, Sagiv launched a nanotechnology and materials practice and made it an industry leader within investment banking and has advised governments, agencies, private and public companies, and financial institutions. Prior to entering investment banking, Sagiv served as Chief Financial Officer of three multi-national diversified holding companies. At his last corporate position, Sagiv served as CFO of The Plastiflex Group, an international manufacturing company, with 6,000 employees in 10 locations in eight countries. As CFO, Sagiv led the acquisition, integration, and divestiture of several businesses. Sagiv has also served on the boards of several publicly-traded companies, as well as on the boards of private entities and charities.

Anu Dhir, Director

Anu Dhir is a co-founder of a technology company called Wshingwell. Wshingwell is a for profit community relationship platform that allows individuals, communities and organizations to micro-fundraise around experiences and events. Wshingwell is a digital experience that takes away the manual processes associated with the giving and receiving of cash to attend and host experiences and events while recouping costs and raising funds for a third party. Prior to starting Wshingwell, Ms. Dhir spent the last 20 years in the resources sector. Most recently she was a co-founder and executive of ZinQ Mining, a private base metals and precious metals company that focuses on the LatAm Region. She also spent many years associated with Katanga Mining Limited, where she served as Vice President, Corporate Development and Company Secretary. Katanga has major copper-cobalt mines in the Democratic Republic of Congo. Her portfolio of responsibilities at Katanga covered corporate development, legal advisory, investor relations, governance, and communications. Ms. Dhir is a non-executive director of Golden Star Resources Ltd. and Taseko Mines Limited. Ms. Dhir is a graduate of the General Management Program (GMP) at Harvard Business School, she has a law degree (Juris Doctor) from Quinnipiac University and a Bachelor of Arts (BA) from the University of Toronto.

Dominique Dionne, Director

Dominique Dionne is an award winning communicator who has held high level positions in the areas of public relations, government relations, and brand management with major international companies. She currently serves as a Corporate Director on the boards of publicly listed companies and not-for-profit organizations. She chairs the board of directors of Public Relations Without Borders, an international cooperation organization. Until recently, she held the position of Vice President, Public Affairs and Strategic Communications at PSP Investments, one of Canada's largest pension investment managers. Previously, she served as Vice President, Institutional and International Relations at the Caisse de dépôt et placement du Québec, where she was responsible for developing and implementing strategies to position and ensure the Caisse's outreach, both throughout Québec and at the national and international levels. Dominique has extensive experience in communications and public relations management with companies recognized as leaders in their fields. Prior to serving at the Caisse, she was Vice President, Public Affairs, at Xstrata Nickel (now Glencore) and Vice President, Communications, at Bombardier.

Lee Arden Lewis, Director

Lee Arden Lewis is a strategist who develops collaborative business models. A community builder, Lee is committed to the broadening of equitable and productive work environments. Lee helped create Telesat's first Broadbent portal for Indigenous people in North America. As the Canadian Liaison for the Federal Communications Commission (FCC), she oversaw digital policy innovations for Canadian and U.S. governments including the launch of the first

Aboriginal Canada web portal and information technology training for Indigenous people (ITTI). As consultant for Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) Lee produced projection reports on the affects of the digital age on Indigenous cultures and identified potential paths forward. Working with the Assembly of First Nations (AFN) and the Aboriginal Traditional Knowledge Group, Lee served as a consultant for Canada Ontario Resource Development Agreement Committee (CORDA), Environment Canada and Canadian Wildlife Services addressing Species at Risk Act (SARA). Lee's work with the Navajo Heritage Program and the Aboriginal Working Group brought together Indigenous Chiefs from Canada to the Navajo Nation to share governance information. For over a decade Lee was the sole proprietor of Jackson's Falls Country Inn and Indigenous restaurant in Prince Edward County, Ontario. Lee is a status member of the Mohawks of the Bay of Quinte Tyendingaga Mohawk Territory.

Orders

Other than as noted below, no proposed director of the Company is, or within the 10 years before the date of this Circular has been, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

To the best of management's knowledge, no proposed director of the Company is, or within 10 years before the date of this Circular has been, a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the 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.

To the best of management's knowledge, no proposed director of the Company is, or within 10 years before the date of this Circular has been, bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

To the best of management's knowledge, other than disclosed below, no proposed director of the Company has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with securities regulatory authority;
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

As publicly disclosed at www.sedar.com, in September, 2012, Great Basin Gold Ltd., a company for which Ms. Anu Dhir was at the time director, became bankrupt due to heavy indebtedness, mine production issues and falling gold prices.

Participation of Nominees in Other Reporting Issuers

The following nominees Directors of the Company hold Directorships in other reporting issuers as set out below:

Name of Nominee	Name of Other Reporting Issuer
A.Paul Gill	Pampa Metals Corp.
Belinda Labatte	Star Royalties Ltd., Gran Colombia Gold Corp.
Dominique Dionne	Québec Precious Metals Corporation
Anu Dhir	Golden Star Resources Ltd Taseko Mines Limited

4. APPOINTMENT OF AUDITOR

Dale Matheson Carr-Hilton Labonte LLP are the auditors of the Company. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Dale Matheson Carr-Hilton Labonte LLP, of Vancouver, BC as the auditors of the Company to hold office for the ensuing year. Dale Matheson Carr-Hilton Labonte LLP was first appointed as the auditor of the Company effective February 8, 2018.

Management recommends Shareholders vote for the appointment of Dale Matheson Carr-Hilton Labonte LLP, as the Company’s auditors for the fiscal year ending July 31, 2022, at the remuneration to be fixed by the Board.

5. APPROVAL OF THE COMPANY’S 2021 OMNIBUS INCENTIVE PLAN

The Shareholders who are considered to be disinterested shareholders for the purpose hereunder will be asked to consider and, if thought appropriate, to approve the Company’s Omnibus Plan in the form described herein.

As of the date of this Circular, no grants have been made under the Omnibus Plan.

Prior to the adoption of the Omnibus Plan by the Board, the sole security-based compensation plan which the Company had available in order to attract, retain and motivate directors, officers, senior executives and other employees of the Company and consultants and service providers providing ongoing services to the Company, was its Existing Option Plan, pursuant to which the Board was able to grant Stock Options to such individuals. The Board determined it was in the best interests of the Company to adopt a new security-based compensation plan which would provide the Board with the ability and flexibility to make broader and different forms of equity rewards as part of its need to retain a competitive compensation structure for its directors, officers, executives, employees, consultants and service providers. The Omnibus Plan will supersede the Existing Option Plan and accordingly no further stock options will be granted under the latter plan.

Consequently, the Board adopted the Omnibus Plan as a means to grant: (i) Stock Options, (ii) restricted share units (“RSUs”), (iii) deferred share units (“DSUs”), (iv) share appreciation rights (“SARs”) and (v) performance stock units (“PSUs”) and collectively with the Stock Options, RSUs and DSUs, the “Security-Based Compensation Awards”) to directors, officers, and other employees of the Company or a subsidiary, consultants and service providers providing ongoing services to the Company and its affiliates (“Participants”). The following is a summary of the Omnibus Plan and is qualified in its entirety by the text of the Omnibus Plan attached as Schedule “B” to this Circular. Any undefined term in this summary has the meaning ascribed to it in the Omnibus Plan.

Summary of the Omnibus Plan

Number of Common Shares Reserved

The Omnibus Plan is a “rolling” stock plan, as such term is defined in Policy 4.4 – *Incentive Stock Options* of the TSXV, permitting the issuance of (i) Stock Options of up to ten (10%) percent of the issued and outstanding Common Shares and (ii) RSUs, DSUs and PSUs of up 23,810,154 in respect of awards granted.

Vesting

- All RSUs will vest and become payable by the issuance of Shares at the end of the Restriction Period.
- All PSUs will vest and become payable to the extent that the Performance Criteria set forth in the Award Agreement are satisfied for the Performance Cycle.
- Each Participant shall be entitled to receive, after the effective date that the Participant ceases to be an Eligible Person for any reason or any other vesting period as provided in the Award Agreement, as the case may be, that number of Shares equal to the number of DSUs credited to the Participant's Account.
- The Board shall, in its sole discretion, determine in the grant letter any and all conditions to the vesting of any Stock Options to a Participant.

Transferability

Except as permitted by the Board, and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant by will or as required by law, no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards or under the Omnibus Plan whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect.

Administration

The Omnibus Plan is administered by the Board.

Amendment

The Board may at any time or from time to time, in its sole and absolute discretion, amend, suspend, terminate or discontinue the Omnibus Plan and may amend the terms and conditions of any Awards granted hereunder, subject to (a) any required approval of any applicable regulatory authority or the TSXV, and (b) any approval of disinterested shareholders of the Company as required by the rules of the TSXV or applicable law, provided that disinterested shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to: (i) making any amendments to the general vesting provisions of each Award; (ii) making any amendments to the provisions of the Omnibus Plan regarding the termination of employment or services; (iii) making any amendments to add covenants of the Company for the protection of Participants, as the case may be, provided that the Board shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be; (iv) making any amendments not inconsistent with the Omnibus Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants and Directors; or (v) making such changes or corrections which, on the advice of counsel to the Company, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Board shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants

Shareholder Approval of the Omnibus Plan

The TSXV requires that the resolution to approve the Omnibus Plan (the "Omnibus Plan Resolution") be passed by a majority of the votes cast at the Meeting by disinterested shareholders. The Participants are not disinterested shareholders and, as a result, they will not vote their Shares with respect to the Omnibus Plan Resolution. Based on available information, these excluded Shareholders and their respective associates and affiliates hold an aggregate of 14,171,850 Shares, representing 5.95% of the issued and outstanding Shares as of the Record Date of October 22, 2021.

The form of the Omnibus Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities or stock exchange without further approval of the shareholders of the Company.

At the Meeting, the following resolution will be placed before the Shareholders:

“WHEREAS the board of directors of Lomiko Metals Inc. (the “Company”) proposes to adopt the new 2021 Omnibus Incentive Plan (the “Omnibus Plan”) replacing the existing Stock Option Plan adopted in 2011, the whole as fully described in the Management Information Circular of the Company dated November 4, 2021, subject to the approval of the disinterested shareholders;

BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

- the Omnibus Plan be and is hereby approved; and
- any officer or director of the Company be and is hereby authorized and directed to execute any document and do any other thing necessary or desirable to give full effect to this resolution.”

The Omnibus Plan Resolution will only come into force if it is passed by a majority of the votes cast by the disinterested shareholders present or represented by proxy at the Meeting. **Management recommends the approval of the Omnibus Plan Resolution.**

6. APPROVAL TO THE EXTENSION OF CLOSING THE SALE OF THE COMPANY’S SUBSIDIARY– SPECIAL RESOLUTION

Background - Share Purchase Agreement

By agreement dated July 31, 2020, the Company agreed to sell its wholly owned subsidiary, Lomiko Technologies Inc. to Prometheus Technologies Inc. (the “Purchaser”) for \$1,236,625 plus \$193,614.32 representing reimbursement of expenses (the “Asset Sale”). The Purchaser has paid \$50,000 to reduce the amount of expenses owing to \$152,857.

At the annual and special general meeting held November 27, 2020 the Company received approval from the shareholders for the Asset Sale. However, due to Covid-19 the Purchaser was unable to close the transaction. The same conditions prevented closure in 2021.

By amending agreement dated October 5, 2021 the Company extended the closing date to November 30, 2022.

The transaction is non arm’s-length as A. Paul Gill is a director and officer of the Company, a director of Lomiko Technologies Inc. and a director of the Purchaser. Satvinder (Sat) Samra is a director and officer of SHD, a director of the Purchaser and a shareholder of the Company. In addition, the Company is a 20% shareholder of the Purchaser.

The independent directors to this transaction are Gabriel Erdelyi and Gregg Jensen (the “Independent Directors”). The Independent Directors approved the Asset Sale and the extension to Closing by resolution dated June 20, 2021.

Reasons for the Asset Sale Transaction

In determining that the terms and conditions of the Asset Sale Transaction contemplated thereby are in the best interests of the Company and are fair to the Company and the shareholders, the Independent Board considered and relied upon a number of factors, including, among other things, the following:

- the consideration to be paid pursuant to the Asset Sale Transaction is all cash;
- the Asset Sale Transaction is the result of a strategic review process conducted by the Company’s Independent Board, which included reviewing a broad range of strategic alternatives available to the Company;
- the Independent Board unanimously determined that the Asset Sale Transaction is the best alternative among the limited opportunities available to the Company to maximize shareholder value having regard to the Company’s current financial and operational position;
- the resolution approving the Asset Sale Transaction must be approved by a special resolution by a majority of the common shares represented and voted at the Meeting after excluding the votes required to be excluded under MI 61-101 (as defined below);
- the terms and conditions of the Asset Sale, including the parties’ respective representations, warranties and covenants, and the conditions to their respective obligations;
- the Independent Board believes that it is likely that the limited conditions to complete the Asset Sale Transaction will be satisfied;

- to the knowledge of the Independent Board, there are no material regulatory issues which are expected to arise in connection with the Asset Sale so as to prevent completion, and it is anticipated that all required regulatory clearances will be obtained; and
- after conducting a review of the Company's financing and strategic alternatives, the Independent Board has determined that the Company's subsidiary to continue to operate as a going concern was not reasonably likely to create greater value for shareholders than the value obtained for shareholders pursuant to the Asset Sale.

The foregoing summary of the information and factors considered by the Independent Board is not, and is not intended to be, exhaustive. In view of the variety of factors and the amount of information considered in connection with its evaluation of the Asset Sale, the Independent Board did not quantify or otherwise attempt to assign any relative weight to each specific factor considered in reaching its conclusion and recommendation. The Independent Board's recommendations were made after consideration of all of the above-noted factors and in light of the Independent Board's collective knowledge of the business, financial condition and prospects of the Company, and were also based upon the advice of advisors to the Independent Board. In addition, individual members of the Independent Board may have assigned different weights to different factors.

The Purchaser

The Purchaser is non-arm's length with respect to the Company. A. Paul Gill is a director and officer of the Company, a director of and officer of the Subsidiary and a director of the Purchaser. Sat Samra is a director and officer of SHD, a director of the Purchaser and a shareholder of the Company. In addition, the Company is currently a 20% shareholder of the Purchaser. The Purchaser is incorporated and existing under the laws of the British Columbia.

Summary of Terms

The following summary of the Asset Sale is qualified in its entirety by the terms of the Share Purchase Agreement, a copy of which has been filed on SEDAR at www.sedar.com. Any capitalized terms and section reference not otherwise defined herein shall have the meanings set forth in the Share Purchase Agreement.

- the Purchaser will acquire all of the shares of Lomiko Technologies Inc.;
- the purchase price for all of the common shares of Lomiko Technologies Inc. is Cdn. \$1,236,625 plus \$193,614.32 representing reimbursement of expenses;
- pending approval of the Asset Sale at the Meeting and satisfaction of all conditions to closing set forth in the Share Purchase Agreement, closing is scheduled to occur within five (5) business days after all closing conditions have been met, and in any event no later than November 30, 2022; ;
- major conditions to closing are: (1) the approval of the Asset Sale the Meeting; (2) a financing to be completed by the Purchaser of \$3,670,750; (3) the approval of the TSX Venture Exchange; and (4) the representations and warranties being correct at the time of closing and no material adverse change having occurred at the time of closing;
- the Company has made normal-course representations and warranties; and
- each of the Company and the Purchaser will be responsible for the payment of their own transaction costs, including legal, accounting, tax and regulatory compliance costs.

Independent Valuation

The Independent Board, in reviewing the details of the transaction, submit that the Company is unable to establish a definitive valuation through a formal evaluation for the assets of Lomiko Technologies Inc. because the assets produce no revenue and in the current circumstances, will likely never produce revenue.

The Company wrote down the assets to \$1, indicating the difficulty of establishing a value for these assets based on potential revenue. The value of the assets has been set based purely on expenditures. The Company is currently in a difficult financial position and this transaction is designed to improve the financial position of the Company. At present, the assets of Lomiko Technologies Inc. are in a state of limbo and the Board is attempting to salvage the situation. Lomiko Technologies Inc. assets have not produced any revenue and it is anticipated that they will not, unless substantial financing is provided.

The Company is in dire financial circumstances with a low market capitalization, a common stock trading below \$0.10 while attempting to raise funds to meet obligations for property transactions, resource reports, general administration and attempting to move forward with a Preliminary Economic Assessment (PEA) on its property.

The Company's CFO, Jacqueline Michael has verified the expenditures and expenses for the financial years 2015, 2016, 2017 and 2018.

Background to the Asset Sale Transaction

Since the Company's entry into the mining business, the board and management of the Company have regularly evaluated the Company's business and operations, long-term strategic goals and alternatives and prospects as an independent company, with a goal of maximizing shareholder value. The Company has regularly assessed trends and conditions impacting the Company and its industry, changes in the marketplace and applicable law, the competitive environment and the future prospects of the Company. As part of these ongoing reviews, the Company also regularly considers the strategic alternatives available, including possible strategic combinations, acquisitions and divestitures. The Company proceeded to take the current course of action to ensure both the Company's primary mining assets and the technology assets could be developed into revenue positive and profit-generating entities.

Graphene ESD Corp. ("G-ESD")

On December 12, 2014 the Company purchased 1,800 shares of G-ESD Series A Preferred Stock, representing 100% of the authorized preferred shares of G-ESD, at a purchase price of \$101.27 US per share ("Original Issue Price") for total consideration of \$182,281 US. Dividends, at the rate per annum of \$4.05 per share, will accrue on each preferred share and shall be cumulative. Payment of dividends is at the discretion of the board. Each share of Series A Preferred Stock held by the Company shall be convertible to common stock, at the option of the Company and without the payment of additional consideration by the Company.

G-ESD, a Delaware company incorporated November 5, 2014 is a private US company that was formed to commercialize Graphene Supercapacitors. On matters presented to the stockholders of G-ESD, the Company will vote together with the holders of Common Stock of G-ESD as a single class.

The Company, through its wholly owned subsidiary, Lomiko Technologies Inc., holds 1,800 shares of Graphene.

Smart Home Devices Ltd. ("SHD")

On February 16, 2016 the Company issued (before 10:1 share consolidation) 16,129,743 common shares, at \$0.35 per share for a value of \$564,541, in exchange for 778,890 common shares of SHD. SHD is developing a series of energy saving, connected building automation and security products.

On March 15, 2017 the Company acquired an additional 867,546 common shares, for \$624,633 in exchange for the rights, patents, and website pertaining to the license owned by the Company that was acquired from Megahertz Power Systems Ltd., a company associated with SHD.

On November 21, 2017 the Company acquired an additional 111,111 common share for \$80,000.

On January 19, 2018 the Company acquired 34,722 common shares for \$25,000.

The Company accounted for its investment in SHD using the equity method until July 20, 2018, when the Company's shareholding in SHD was diluted to 18.25%, leading to the Company losing significant influence over SHD, at which time the Company discontinued accounting for SHD using the equity method. As at July 31, 2018, the Company assessed that the investment in SHD was impaired and recorded a write-down of \$1,136,574 to the investment.

At July 31, 2018, the Company owns 18.25% (2017 – 23.92%) of the issued and outstanding shares of SHD.

The Company, through its wholly owned subsidiary, Lomiko Technologies Inc. holds 1,792,269 shares of SHD.

TSX Venture Exchange Application

The Company has filed its application for approval of the Asset Sale with the TSX Venture Exchange and has received conditional approval.

Effect of the Asset Sale Transaction on the Corporation and Plans of the Corporation Post-Closing

Assuming that the Asset Sale is approved at the Meeting and subsequently completed according to the terms disclosed herein, the Company will still continue its exploration in the mining sector.

Summary of Anticipated Tax Consequences of Asset Sale Transaction

The Company did not retain any formal tax opinion on the transaction but is of the view that there are no anticipated tax consequences passed on to the shareholders.

Anticipated Ramifications of Failure to Approve the Asset Sale Transaction

If the Asset Sale resolution is not approved by shareholders at the meeting, the Company shall continue with its current operations. The Independent Board will continue to evaluate and consider strategic alternatives going forward but has unanimously recommended that Shareholders vote in favour of the Asset Sale as they believe it is in the best interests of the Company for the reason's set out herein.

Required Shareholder Approvals for the Asset Sale Transaction

Canada Business Corporations Act

Although the Asset Sale is in the ordinary course of business, it is a non-arm's length transaction which requires that the Asset Sale resolution must be approved by disinterested shareholder approval.

TSX Venture Exchange Policy 5.9 and MI 61-101

Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("MI 61-101") is intended to regulate certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders (excluding interested or related parties), independent valuations and, in certain circumstances, approval and oversight of the transaction by a special committee of independent directors.

The Company is subject to the provisions of MI 61-101 because the common shares are listed on the TSX Venture Exchange and Policy 5.9 of the TSX-V Corporate Finance Manual (the "Policy 5.9") incorporates MI 61-101 into the policies of the TSX Venture Exchange and Policy 5.9 applies to all issuers listed on the TSX Venture Exchange.

MI 61-10 states that a "[...] "related party transaction" means, for an issuer, a transaction between the issuer and a person that is a related party of the issuer at the time the transaction is agreed to, whether or not there are also other parties to the transaction, as a consequence of which, either through the transaction itself or together with connected transactions, the issuer directly or indirectly (a) purchases or acquires an asset from the related party for valuable consideration, (b) purchases or acquires, as a joint actor with the related party, an asset from a third party if the proportion of the asset acquired by the issuer is less than the proportion of the consideration paid by the issuer, (c) sells, transfers or disposes of an asset to the related party [...]".

The Purchaser's directors are A. Paul Gill and Sat Samra. Mr. Gill is a director and officer of the Company and Lomiko Technologies Inc. Mr. Samra is a director and officer of SHD and a shareholder of the Company. Pursuant to MI 61-101 this is a "related party transaction" and minority approval will be sought at the Meeting.

Consequently, Mr. Gill's and Mr. Samra's common shares will be excluded from voting on such matters for purposes of determining whether the required "minority approval" has been obtained as provided by MI 61-101. Mr. Gill currently holds 11,094,890 common shares of the Company, directly and indirectly. Mr. Samra holds 6,989,000 common shares of the Company, directly and indirectly.

Special Resolution Relating to the Asset Sale

Based upon the Independent Board's consideration of, among other things, the current market conditions and other relevant matters as set forth herein, the Independent Board has unanimously determined that the terms and conditions of the Asset Sale contemplated thereby are fair to the shareholders and in the best interests of the Company and the shareholders. This determination was made by a unanimous vote of all of the members of the Independent Board. The Independent Board recommends that you vote FOR the Asset Sale Resolution.

Approval of the Asset Sale requires the affirmative vote of not less than two-thirds (66⅔%) of the votes validly cast on the Asset Sale resolution by shareholders present in person or represented by proxy at the Meeting.

Unless a shareholder directs that the shareholder's common shares are to be voted against the Asset Sale Transaction resolution, the persons named in the enclosed form of proxy intend to vote for such resolution. Approval of the proposed Asset Sale Transaction would give the Board the authority to complete the Asset Sale Transaction as described herein.

At the Meeting, the following special resolution will be placed before the Shareholders:

“BE IT RESOLVED, AS A SPECIAL RESOLUTION OF THE SHAREHOLDERS THAT:

1. the extension of the closing date to November 30, 2022 of the sale of Lomiko Technologies Inc. (the “Subsidiary”) in accordance with the *Business Corporations Act* (BC) to Promethieus Technologies Inc., as more particularly described in the Information Circular (the “Asset Sale Transaction”) be and is hereby ratified, approved and confirmed;
2. the disposition of all or substantially all of the assets of the Subsidiary in accordance with the terms, conditions and provisions of the share purchase agreements dated July 31, 2019, December 10, 2019, June 20, 2020 and June 20, 2021 among the Company and Promethieus Technologies Inc., as summarized in the management information circular dated November 4, 2021 (as amended or supplemented) is hereby ratified, approved, confirmed, authorized and approved subject to such amendments thereto as may be approved by the Independent Board of directors of the Company (the “Board”);
3. any one director or officer of the Company be and the same is hereby authorized and directed for and in the name of and on behalf of the Company to execute or cause to be executed, whether under corporate seal of the Company or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in order to carry out the terms of this resolution, such determination to be conclusively evidenced by the execution and delivery of such documents or the doing of any such act or thing; and
4. notwithstanding the approval of this resolution by the shareholders of the Company, the Independent Board is hereby authorized to revoke this resolution at any time prior to the completion of the transactions in their discretion without giving further notice to the shareholders of the Company if the Independent Board determines in its discretion that it would be in the best interests of the Company to do so.”

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company at #439, 7184 120th Street, Surrey, BC, V3W 0M6 to request copies of the Company's financial statements and MD&A.

Financial information is provided in the Company's comparative financial statements and MD&A for its most recently completed financial year which are filed on SEDAR.

OTHER MATTERS

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the Shares represented thereby in accordance with their best judgment on such matter.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Circular have been approved, and the delivery of it to each Shareholder of the Company entitled thereto and to the appropriate regulatory agencies has been authorized, by the Board.

DATED this 4th day of November, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) A. Paul Gill

A. Paul Gill,
CEO and Executive Chairman

SCHEDULE "A"
AUDIT COMMITTEE CHARTER

I. Mandate

The primary function of the audit committee (the "Committee") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and Shareholders, the Company's systems of internal controls regarding finance and accounting, and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

II. Composition

The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is 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 presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual Shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

III. Meetings

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

IV. Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

1. Review and update this Charter annually.
2. Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

3. Review annually the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the Shareholders of the Company.
4. Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.

5. Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
6. Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
7. Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for Shareholder approval.
8. At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.
9. Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
10. Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
11. Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

12. In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
13. Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
14. Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
15. Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
16. Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
17. Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
18. Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
19. Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
20. Review certification process.

21. Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Risk Management

22. To review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).
23. To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.
24. To request the external auditor's opinion of management's assessment of significant risks facing the Company and how effectively they are being managed or controlled.
25. To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board.

Other

26. Review any related-party transactions.

V. Annual Work Plan

	Spring	Fall
Review audit plan and year-end statements template	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review accounting systems and procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review auditors' letter of recommendation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review financial and accounting human resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Committee's charter and membership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and recommend year-end financial statements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review MD&A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review external auditors' work, independence and fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recommend auditors for the ensuing year	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Risk Management Performance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and reassess the adequacy of the Code of Ethics for Financial Reporting Officers	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review any proposed prospectus filings or similar filings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SCHEDULE "B"

LOMIKO METALS INC. 2021 OMNIBUS INCENTIVE PLAN

[See attached]

LOMIKO METALS INC.
OMNIBUS EQUITY INCENTIVE PLAN
[●], 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PURPOSE	1
1.1 Purpose.....	1
1.2 Amendment to Predecessor Plan	1
ARTICLE 2 INTERPRETATION	1
2.1 Definitions.....	1
2.2 Interpretation	9
ARTICLE 3 ADMINISTRATION	9
3.1 Administration.....	9
3.2 Delegation to Committee	10
3.3 Determinations Binding	11
3.4 Eligibility	11
3.5 Plan Administrator Requirements	11
3.6 Total Shares Subject to Awards	11
3.7 Limits on Grants of Awards Notwithstanding anything in this Plan:.....	12
3.8 Award Agreements.....	13
3.9 Non-transferability of Awards	13
ARTICLE 4 OPTIONS	13
4.1 Granting of Options	13
4.2 Exercise Price.....	13
4.3 Term of Options	13
4.4 Vesting and Exercisability	14
4.5 Payment of Exercise Price	14
ARTICLE 5 DEFERRED SHARE UNITS.....	15
5.1 Granting of DSUs.....	15
5.2 DSU Account	16
5.3 Vesting of DSUs.....	16
5.4 Settlement of DSUs	16
ARTICLE 6 RESTRICTED SHARE UNITS	17
6.1 Granting of RSUs	17
6.2 RSU Account.....	17
6.3 Vesting of RSUs.....	17

6.4	Settlement of RSUs	17
ARTICLE 7 PERFORMANCE SHARE UNITS		18
7.1	Granting of PSUs.....	18
7.2	Terms of PSUs	18
7.3	Performance Goals	18
7.4	PSU Account.....	19
7.5	Vesting of PSUs	19
7.6	Settlement of PSUs.....	19
ARTICLE 8 ADDITIONAL AWARD TERMS		20
8.1	Dividend Equivalents.....	20
8.2	Blackout Period	20
8.3	Withholding Taxes	20
8.4	Recoupment.....	21
ARTICLE 9 TERMINATION OF EMPLOYMENT OR SERVICES.....		21
9.1	Termination of Employment, Services or Director	21
9.2	Discretion to Permit Acceleration	23
9.3	Participants' Entitlement.....	23
ARTICLE 10 EVENTS AFFECTING THE CORPORATION.....		23
10.1	General.....	23
10.2	Change in Control.....	24
10.3	Reorganization of Corporation's Capital	25
10.4	Other Events Affecting the Corporation.....	25
10.5	Immediate Acceleration of Awards.....	25
10.6	Issue by Corporation of Additional Shares	25
10.7	Fractions.....	25
ARTICLE 11 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN		26
11.1	Amendment, Suspension, or Termination of the Plan	26
11.2	Shareholder Approval.....	26
11.3	Permitted Amendments.....	27
ARTICLE 12 MISCELLANEOUS		28
12.1	Legal Requirement	28
12.2	No Other Benefit	28
12.3	Rights of Participant	28
12.4	Corporate Action	28

12.5	Conflict	28
12.6	Anti-Hedging Policy	29
12.7	Participant Information	29
12.8	Participation in the Plan	29
12.9	International Participants	30
12.10	No Limit on Other Security-Based Compensations Arrangements	30
12.11	No Representations or Warranties	30
12.12	Successors and Assigns	30
12.13	General Restrictions on Assignment	30
12.14	Severability	30
12.15	Notices	30
12.16	Effective Date	31
12.17	Governing Law	31
12.18	Submission to Jurisdiction	31

LOMIKO METALS INC.

Omnibus Equity Incentive Plan

ARTICLE 1 PURPOSE

1.1 Purpose

The purpose of this Plan is to provide the Corporation with a share-related mechanism to attract, retain and motivate qualified Directors, Employees, Consultants and Investor Relations Activities, to reward such of those Directors, Employees, Consultants and Investor Relations Activities as may be granted Awards under this Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation and to enable and encourage such Directors, Employees, Consultants and Investor Relations Activities to acquire Shares as long term investments and proprietary interests in the Corporation.

1.2 Amendment to Predecessor Plan

This Plan constitutes an amendment to and restatement of the Corporation's Stock Option Plan adopted in 2011 (the "**Predecessor Plan**"). All outstanding stock options granted under the Predecessor Plan (the "**Predecessor Options**") shall continue to be outstanding as stock options granted under and subject to the terms of this Plan, provided however that if the terms of this Plan adversely alter the terms or conditions, or impair any right of, an Option Holder pursuant to any Predecessor Option, and such Option Holder has not otherwise consented thereto, the applicable terms of the Predecessor Plan shall continue to apply for the benefit of such Option Holder.

ARTICLE 2 INTERPRETATION

2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings, respectively:

"**Affiliate**" means any entity that is an "affiliate" for the purposes of National Instrument 45-106 – *Prospectus Exemptions*, as amended from time to time;

"**Award**" means any Option, Deferred Share Unit, Restricted Share Unit or Performance Share Unit granted under this Plan, which may be denominated or settled in Shares, cash or in such other forms as provided for herein;

"**Award Agreement**" means a signed, written agreement between a Participant and the Corporation, in the form or any one of the forms approved by the Plan Administrator, and evidencing the terms and conditions on which an Award has been granted under this Plan (including written or other applicable employment agreements) and which need not be identical to any other such agreements;

“**BCA**” means the *Business Corporations Act* (British Columbia);

“**Board**” means the board of directors of the Corporation as it may be constituted from time to time;

“**Business Day**” means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Vancouver are open for commercial business during normal banking hours;

“**Canadian Taxpayer**” means a Participant that is resident in Canada for purposes of the Tax Act;

“**Cash Fees**” has the meaning set forth in Subsection 5.1(a);

“**Cause**” means, with respect to:

- (a) a particular Employee: (1) “cause” as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Employee; (2) in the event there is no written or other applicable employment agreement between the Corporation or a subsidiary of the Corporation or “cause” is not defined in such agreement, “cause” as such term is defined in the Award Agreement; or (3) in the event neither clause (a) nor (a) apply, then “cause” as such term is defined by applicable law or, if not so defined, such term shall refer to circumstances where an employer can terminate an individual’s employment without notice or pay in lieu thereof;
- (b) in the case of a Consultant or Investor Relations Activities (1) the occurrence of any event which, under the written consulting contract with the Consultant or Investor Relations Activities or the common law or the laws of the jurisdiction in which the Consultant or Investor Relations Activities provides services, gives the Corporation or any of its Affiliates the right to immediately terminate the consulting contract; or (2) the termination of the consulting contract as a result of an order made by any Regulatory Authority having jurisdiction to so order;
- (c) in the case of a Director, ceasing to be a Director as a result of (1) ceasing to be qualified to act as a Director pursuant to the section 124 of the BCA; (2) a resolution having been passed by the shareholders pursuant to section 128(3)(a) of the BCA, or (3) an order made by any Regulatory Authority having jurisdiction to so order; or
- (d) in the case of an Officer, (1) cause as such term is defined in the written employment agreement with the Officer or if there is no written employment agreement or cause is not defined therein, the usual meaning of just cause under the common law or the laws of the jurisdiction in which the Officer provides services; or (2) ceasing to be an Officer as a result of an order made by any Regulatory Authority having jurisdiction to so order.

“**Change of Control**” means (i) the acceptance of an offer by a sufficient number of holders of shares of the Corporation to constitute the offeror, together with persons acting jointly or in concert with the offeror, a shareholder of the Corporation being entitled to exercise more than 50% of the voting rights attaching to the outstanding shares (provided that prior to the offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding shares); (ii) the completion of a consolidation, merger or amalgamation of the Corporation with or into any other entity whereby the voting shareholders of the Corporation immediately prior to the consolidation, merger or amalgamation receive less than 50% of the voting rights attaching to the outstanding securities of the consolidated, merged or amalgamated entity; (iii) the completion of a sale whereby all or substantially all of the Corporation’s undertakings and assets become the property of any other entity and the voting shareholders of the Corporation immediately prior to that sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale; or (iv) the first day on which a majority of the members of the Board are not current Directors.

“**Commencement Date**” has the meaning set forth in Section 9.1(e);

“**Committee**” has the meaning set forth in Section 3.2;

“**Consultant**” means a Person (other than an Employee or Director) that:

- (a) is engaged to provide, on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or an affiliate of the Corporation, other than services provided in relation to a distribution (as defined in the Securities Act);
- (b) provides the services under a written contract between the Corporation or an affiliate of the Corporation and the Person, as the case may be;
- (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time on the affairs and business of the Corporation or an affiliate of the Corporation; and
- (d) has a relationship with the Corporation or an affiliate of the Corporation that enables the Person to be knowledgeable about the business and affairs of the Corporation,

and:

- (e) if the Person is an individual, includes a corporation of which such individual is an employee or Shareholder, and a partnership of which the individual is an employee or partner; and
- (f) if the Person is not an individual, includes an employee, executive officer or director of the Consultant or Investor Relations Activities, provided that the individual employee, executive officer or director spends or will spend a

significant amount of time on the affairs and business of the Corporation or an affiliate of the Corporation;

“**Control**” means:

- (a) when applied to the relationship between a Person and a corporation, the beneficial ownership by that Person, directly or indirectly, of voting securities or other interests in such corporation entitling the holder to exercise control and direction in fact over the activities of such corporation;
- (b) when applied to the relationship between a Person and a partnership, limited partnership, trust or joint venture, means the contractual right to direct the affairs of the partnership, limited partnership, trust or joint venture; and
- (c) when applied in relation to a trust, the beneficial ownership at the relevant time of more than 50% of the property settled under the trust, and

the words “**Controlled by**”, “**Controlling**” and similar words have corresponding meanings; provided that a Person who controls a corporation, partnership, limited partnership or joint venture will be deemed to Control a corporation, partnership, limited partnership, trust or joint venture which is Controlled by such Person and so on;

“**Corporation**” means Lomiko Metals Inc.;

“**Date of Grant**” means, for any Award, the date specified by the Plan Administrator at the time it grants the Award or if no such date is specified, the date upon which the Award was granted;

“**Deferred Share Unit**” or “**DSU**” means any right granted under Article 5 of this Plan;

“**Director**” means a director of the Corporation who is not an Employee;

“**Director Fees**” means the total compensation (including annual retainer and meeting fees, if any) paid by the Corporation to a Director in a calendar year for service on the Board;

“**Disabled**” or “**Disability**” means, in respect of a Participant, suffering from a state of mental or physical disability, illness or disease that prevents the Participant from carrying out his or her normal duties as an Employee for a continuous period of six months or for any period of 180 days in any consecutive twelve month period, as certified by two medical doctors or as otherwise determined in accordance with procedures established by the Plan Administrator for purposes of this Plan;

“**Disinterested Shareholders Approval**” means approval by a majority of the votes cast by all the Corporation's shareholders at a duly constituted meeting of shareholders, excluding votes attached to Shares beneficially owned by Insiders to whom Options may be granted under this Plan and Affiliates of such Insiders;

“**Effective Date**” means the effective date of this Plan, being [●];

“**Elected Amount**” has the meaning set forth in Subsection 5.1(a);

“**Electing Person**” means a Participant who is, on the applicable Election Date, a Director;

“**Election Date**” means the date on which the Electing Person files an Election Notice in accordance with Subsection 5.1(b);

“**Election Notice**” has the meaning set forth in Subsection 5.1(b);

“**Employee**” means a Management Company Employee or an individual who:

- (a) is considered an employee of the Corporation or a subsidiary of the Corporation for purposes of source deductions under applicable tax or social welfare legislation; or
- (b) works full-time or part-time on a regular weekly basis for the Corporation or a subsidiary of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or a subsidiary of the Corporation over the details and methods of work as an employee of the Corporation or such subsidiary, and, for greater certainty, includes any Executive Chairman of the Corporation.

“**Exchange**” means the TSX Venture Exchange and any other exchange on which the Shares are or may be listed from time to time;

“**Exchange Hold Period**” means the four month resale restriction imposed by the Exchange on the shares, more particularly described in the Exchange’s Policy 1.1 - *Interpretation*;

“**Exercise Notice**” means a notice in writing, signed by a Participant and stating the Participant’s intention to exercise a particular Option;

“**Exercise Price**” means the price at which an Option Share may be purchased pursuant to the exercise of an Option;

“**Expiry Date**” means the expiry date specified in the Award Agreement (which shall not be later than the tenth anniversary of the Date of Grant) or, if not so specified, means the tenth (10th) anniversary of the Date of Grant;

“**Insider**” has the meaning given to such term in the Exchange’s Policy 1 - *Interpretation*, as such policy may be amended, supplemented or replaced from time to time;

“**Investor Relations Activities**” means any activities, by or on behalf of the Company or a Shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:

- (a) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company;

- (i) to promote the sale of products or services of the Company, or
- (ii) to raise public awareness of the Company,

that cannot reasonably be considered to promote the purchase or sale of securities of the Company;

- (b) activities or communications necessary to comply with the requirements of:
 - (i) applicable securities laws;
 - (ii) Exchange requirements or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Company;
- (c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (i) the communication is only through the newspaper, magazine or publication, and
 - (ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
- (d) activities or communications that may be otherwise specified by the Exchange

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

“Market Price” at any date in respect of the Shares shall be the volume weighted average closing price of the Shares on the Exchange, for the five trading days immediately preceding the Date of Grant (or, if such Shares are not then listed and posted for trading on the Exchange, on such stock exchange on which the Shares are listed and posted for trading as may be selected for such purpose by the Board); provided that, for so long as the Shares are listed and posted for trading on the Exchange, the Market Price shall not be less than the market price, as calculated under the policies of the Exchange. In the event that such Shares are not listed and posted for trading on any Exchange, the Market Price shall be the fair market value of such Shares as determined by the Board in its sole discretion;

“Option Shares” means Shares issuable by the Corporation upon the exercise of outstanding Options;

“Participant” means an Employee, Consultant, Investor Relations Activities or Director to whom an Award has been granted under this Plan;

“Participant’s Employer” means with respect to a Participant that is or was an Employee, the Corporation or such subsidiary of the Corporation as is or, if the Participant has ceased to be employed by the Corporation or such subsidiary of the Corporation, was the Participant’s Employer;

“Performance Goals” means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Corporation, a subsidiary of the Corporation, a division of the Corporation or a subsidiary of the Corporation, or an individual, or may be applied to the performance of the Corporation or a subsidiary of the Corporation relative to a market index, a group of other companies or a combination thereof, or on any other basis, all as determined by the Plan Administrator in its discretion;

“Performance Share Unit” or **“PSU”** means any right granted under Article 7 of this Plan;

“Person” means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

“Plan” means this Omnibus Equity Incentive Plan, as may be amended from time to time;

“Plan Administrator” means the Board or, to the extent that the administration of this Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

“Predecessor Options” has the meaning set forth in Subsection 1.2;

“Predecessor Plan” has the meaning set forth in Subsection 1.2;

“Restricted Share Unit” or **“RSU”** means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with ARTICLE 6;

“Retirement” means, unless otherwise defined in the Participant’s written or other applicable employment agreement or in the Award Agreement, the termination of the Participant’s working career at the age of 67 or such other retirement age, with consent of the Plan Administrator, if applicable;

“Securities Laws” means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that govern or are applicable to the Corporation or to which it is subject;

“Security Based Compensation Arrangement” means a stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to Directors, officers, Employees and/or service providers of the Corporation or any subsidiary of the Corporation, including

a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise;

“**Share**” means one common share in the capital of the Corporation as constituted on the Effective Date, or any share or shares issued in replacement of such common share in compliance with Canadian law or other applicable law, and/or one share of any additional class of common shares in the capital of the Corporation as may exist from time to time, or after an adjustment contemplated by Article 11, such other shares or securities to which the holder of an Award may be entitled as a result of such adjustment;

“**subsidiary**” means an issuer that is Controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary, or any other entity in which the Corporation has an equity interest and is designated by the Plan Administrator, from time to time, for purposes of this Plan to be a subsidiary, provided that, in the case of a Canadian Taxpayer, the issuer is related (for purposes of the Tax Act) to the Corporation;

“**Tax Act**” has the meaning set forth in Section **Error! Reference source not found.**;

“**Termination Date**” means:

- (a) in the case of an Employee whose employment with the Corporation or a subsidiary of the Corporation terminates, (i) the date designated by the Employee and the Corporation or a subsidiary of the Corporation in a written employment agreement, or other written agreement between the Employee and Corporation or a subsidiary of the Corporation, or (ii) if no written employment agreement exists, the date designated by the Corporation or a subsidiary of the Corporation, as the case may be, on which an Employee ceases to be an employee of the Corporation or the subsidiary of the Corporation, as the case may be, provided that, in the case of termination of employment by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and “Termination Date” specifically does not mean the date of termination of any period of reasonable notice that the Corporation or the subsidiary of the Corporation (as the case may be) may be required by law to provide to the Participant; or
- (b) in the case of a Consultant whose consulting agreement or arrangement with the Corporation or a subsidiary of the Corporation, as the case may be, terminates, the date that is designated by the Corporation or the subsidiary of the Corporation (as the case may be), as the date on which the Participant’s consulting agreement or arrangement is terminated, provided that in the case of voluntary termination by the Participant of the Participant’s consulting agreement or other written arrangement, such date shall not be earlier than the date notice of voluntary termination was given, and “Termination Date” specifically does not mean the date on which any period of notice of termination that the Corporation or the subsidiary of the Corporation (as the case may be) may be required to provide to the Participant under the terms of the consulting agreement or arrangement expires.

2.2 Interpretation

- (a) Whenever the Plan Administrator exercises discretion in the administration of this Plan, the term “discretion” means the sole and absolute discretion of the Plan Administrator.
- (b) As used herein, the terms “Article”, “Section”, “Subsection” and “clause” mean and refer to the specified Article, Section, Subsection and clause of this Plan, respectively.
- (c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (d) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.
- (e) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (f) The headings used herein are for convenience only and are not to affect the interpretation of this Plan.

ARTICLE 3 ADMINISTRATION

3.1 Administration

This Plan will be administered by the Plan Administrator and the Plan Administrator has sole and complete authority, in its discretion, to:

- (a) determine the individuals to whom grants of Awards under the Plan may be made;
- (b) make grants of Awards under the Plan, whether relating to the issuance of Shares or otherwise (including any combination of Options, Deferred Share Units, Restricted Share Units or Performance Share Units), in such amounts, to such Persons and, subject to the provisions of this Plan, on such terms and conditions as it determines including without limitation:
 - (i) the time or times at which Awards may be granted;
 - (ii) the conditions under which:

- (A) Awards may be granted to Participants; or
- (B) Awards may be forfeited to the Corporation,
including any conditions relating to the attainment of specified Performance Goals;
- (iii) the number of Shares to be covered by any Award;
- (iv) the price, if any, to be paid by a Participant in connection with the purchase of Shares covered by any Awards;
- (v) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and
- (vi) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;
- (c) establish the form or forms of Award Agreements;
- (d) cancel, amend, adjust or otherwise change any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of this Plan;
- (e) construe and interpret this Plan and all Award Agreements;
- (f) adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to this Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws; and
- (g) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

3.2 Delegation to Committee

- (a) The initial Plan Administrator shall be the Board.
- (b) To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee of the Board (the “**Committee**”) all or any of the powers conferred on the Plan Administrator pursuant to this Plan, including the power to sub-delegate to any member(s) of the Committee or any specified officer(s) of the Corporation or its subsidiaries all or any of the powers delegated by the Board. In such event, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party.

3.3 Determinations Binding

Except as may be otherwise set forth in any written employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant, any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of this Plan is final, conclusive and binding on the Corporation and all subsidiaries of the Corporation, the affected Participant(s), their respective legal and personal representatives and all other Persons.

3.4 Eligibility

All Employees, Consultants, Persons performing Investor Relations Activities and Directors are eligible to participate in the Plan, subject to Section 9.1(f). Participation in the Plan is voluntary and eligibility to participate does not confer upon any Employee, Consultant, Persons performing Investor Relations Activities or Director any right to receive any grant of an Award pursuant to the Plan. The extent to which any Employee, Consultant, Investor Relations Activities or Director is entitled to receive a grant of an Award pursuant to the Plan will be determined in the discretion of the Plan Administrator. The Plan Administrator is responsible for ensuring and confirming that such Participant is a *bona fide* Employee, Consultant, Person performing Investor Relations Activities or Director.

3.5 Plan Administrator Requirements

Any Award granted under this Plan shall be subject to the requirement that, if at any time the Corporation shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Award upon any securities exchange or under any Securities Laws of any jurisdiction, or the consent or approval of the Exchange and any securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, such Award may not be accepted or exercised, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Plan Administrator. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval. Participants shall, to the extent applicable, cooperate with the Corporation in complying with such legislation, rules, regulations and policies.

3.6 Total Shares Subject to Awards

- (a) In respect of Options, so long as it may be required by the rules and policies of the Exchange:
 - (i) the aggregate number of Shares issuable under this Plan in respect of Options shall not exceed ten (10%) percent of the Corporation's issued and outstanding Shares at any point in time;

- (ii) the total number of Options issuable to any Consultant under this Plan shall not exceed two (2%) percent of the issued and outstanding Shares in any twelve (12) month period;
 - (iii) the total number of Options issuable to Persons performing Investor Relations Activities shall not exceed two (2%) percent of the issued and outstanding Shares in any twelve (12) month period; and
- (b) In respect of Deferred Share Units, Restricted Share Units or Performance Share Units:
- (i) the maximum aggregate number of Shares issuable under this Plan in respect of Deferred Share Units, Restricted Share Units and Performance Share Units shall not exceed 23,810,154 at any point in time, representing 10% of the issued and outstanding Shares of the Corporation at the Effective Date;
 - (ii) the total number of Deferred Share Units and Restricted Share Units, Performance Share Units issuable to any Participant under this Plan shall not exceed one (1%) percent of the issued and outstanding Shares at the time of the Award;
 - (iii) any exercise of Options, Deferred Share Units, Restricted Share Units and Performance Share Units does not increase the available number of Options, Deferred Share Units, Restricted Share Units and Performance Share Units issuable under the Plan.

3.7 Limits on Grants of Awards Notwithstanding anything in this Plan:

- (a) The total number of Security Based Compensation Arrangements combined issuable to any Participant under this Plan shall not exceed five (5%) percent of the issued and outstanding Shares in any twelve (12) month period;
- (b) The aggregated number of Shares issuable to Insiders upon the exercise of Security Based Compensation Arrangements granted under the Plan shall not exceed ten (10%) percent of the issued and outstanding Shares a any point in time;
- (c) The aggregate number of Awards issued to Insiders under the Plan within a twelve (12) month period shall not exceed ten (10%) percent of the issued and outstanding Shares, calculated on the Grant Date;
- (d) Consultants and Persons performing Investor Relations Activities may only receive Options as Awards under this Plan;
- (e) All Options granted to Consultants and Persons performing Investor Relations Activities will vest and become exercisable in stages over a period of not less than twelve (12) months, with no more than one-quarter (1/4) of such Options vesting and becoming exercisable in any three (3) month period.

- (f) Pursuant to the policies of the Exchange, the Exchange Hold Period will be applied to Shares issuable under this Plan and any certificate(s) representing those Shares will include a legend stipulating that the Shares issued are subject to a four month Exchange Hold Period commencing from the Grant Date.

provided that the acquisition of Shares by the Corporation for cancellation shall not constitute non-compliance with this Section 3.6(a) for any Awards outstanding prior to such purchase of Shares for cancellation.

3.8 Award Agreements

Each Award under this Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Plan Administrator may direct. Any one officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, any Award Agreement to a Participant granted an Award pursuant to this Plan.

3.9 Non-transferability of Awards

Except as permitted by the Plan Administrator, and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant by will or as required by law (and in accordance with Section 9.1(d)), no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards or under this Plan whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect.

ARTICLE 4 OPTIONS

4.1 Granting of Options

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Options to any Participant. The terms and conditions of each Option grant shall be evidenced by an Award Agreement.

4.2 Exercise Price

The Plan Administrator will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Market Price on the Date of Grant.

4.3 Term of Options

Subject to any accelerated termination as set forth in this Plan, each Option expires on its Expiry Date.

4.4 Vesting and Exercisability

- (a) The Plan Administrator shall have the authority to determine the vesting terms applicable to grants of Options.
- (b) Once an instalment becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator, or as may be otherwise set forth in any written employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant. Each vested Option or instalment may be exercised at any time or from time to time, in whole or in part, for up to the total number of Option Shares with respect to which it is then exercisable. The Plan Administrator has the right to accelerate the date upon which any instalment of any Option becomes exercisable. Notwithstanding the following, Options granted to a Person performing Investor Relations Activities cannot be accelerated without the prior acceptance of the Exchange.
- (c) Subject to the provisions of this Plan and any Award Agreement, Options shall be exercised by means of a fully completed Exercise Notice delivered to the Corporation.
- (d) The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in this Section 4.4, such as vesting conditions relating to the attainment of specified Performance Goals.

4.5 Payment of Exercise Price

- (a) Unless otherwise specified by the Plan Administrator at the time of granting an Option and set forth in the particular Award Agreement, the Exercise Notice must be accompanied by payment of the Exercise Price. The Exercise Price must be fully paid by certified cheque, bank draft or money order payable to the Corporation or by such other means as might be specified from time to time by the Plan Administrator, which may include (i) through an arrangement with a broker approved by the Corporation (or through an arrangement directly with the Corporation) whereby payment of the Exercise Price is accomplished with the proceeds of the sale of Shares deliverable upon the exercise of the Option, or (ii) such other consideration and method of payment for the issuance of Shares to the extent permitted by the Securities Laws, or any combination of the foregoing methods of payment.
- (b) No Shares will be issued or transferred until full payment therefor has been received by the Corporation.

ARTICLE 5 DEFERRED SHARE UNITS

5.1 Granting of DSUs

- (a) The Plan Administrator may fix, from time to time, a portion of the Director Fees that is to be payable in the form of DSUs. In addition, each Electing Person is given, subject to the conditions stated herein, the right to elect in accordance with Section 5.1(b) to participate in the grant of additional DSUs pursuant to this Article 5. An Electing Person who elects to participate in the grant of additional DSUs pursuant to this Article 5 shall receive their Elected Amount (as that term is defined below) in the form of DSUs in lieu of cash. The “**Elected Amount**” shall be an amount, as elected by the Director, in accordance with applicable tax law, between 0% and 100% of any Director Fees that are otherwise intended to be paid in cash (the “**Cash Fees**”).
- (b) Each Electing Person who elects to receive their Elected Amount in the form of DSUs in lieu of cash will be required to file a notice of election in the form of Schedule A hereto (the “**Election Notice**”) with the Chief Financial Officer of the Corporation by June 30th in the year prior to the year to which such election is to apply.
- (c) Subject to Subsection 5.1(d), the election of an Electing Person under Subsection 5.1(b) shall be deemed to apply to all Cash Fees that would be paid subsequent to the filing of the Election Notice, and such Electing Person is not required to file another Election Notice for subsequent calendar years.
- (d) Each Electing Person is entitled once per calendar year to terminate his or her election to receive DSUs in lieu of Cash Fees by filing with the Chief Financial Officer of the Corporation a notice in the form of Schedule B hereto. Such termination shall be effective immediately upon receipt of such notice, provided that the Corporation has not imposed a “black-out” on trading. Thereafter, any portion of such Electing Person’s Cash Fees payable or paid in the same calendar year and, subject to complying with Subsection 5.1(b), all subsequent calendar years shall be paid in cash. For greater certainty, to the extent an Electing Person terminates his or her participation in the grant of DSUs pursuant to this Article 5, he or she shall not be entitled to elect to receive the Elected Amount, or any other amount of his or her Cash Fees in DSUs in lieu of cash again until the calendar year following the year in which the termination notice is delivered.
- (e) Any DSUs granted pursuant to this Article 5 prior to the delivery of a termination notice pursuant to Section 5.1(d) shall remain in the Plan following such termination and will be redeemable only in accordance with the terms of the Plan.
- (f) The number of DSUs (including fractional DSUs) granted at any particular time pursuant to this Article 5 will be calculated by dividing (i) the amount of any compensation that is to be paid in DSUs (including Director Fees and any Elected

Amount), as determined by the Plan Administrator, by (ii) the Market Price of a Share on the Date of Grant.

- (g) In addition to the foregoing, the Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant DSUs to any Participant.

5.2 DSU Account

All DSUs received by a Participant (which, for greater certainty includes Electing Persons) shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant. The terms and conditions of each DSU grant shall be evidenced by an Award Agreement.

5.3 Vesting of DSUs

Except as otherwise determined by the Plan Administrator, DSUs shall vest immediately upon grant.

5.4 Settlement of DSUs

- (a) DSUs shall be settled on the date established in the Award Agreement; provided, however that in no event shall a DSU Award be settled prior to, or later than one (1) year following, the date of the applicable Participant's separation from service. In the case of a Participant (other than a Canadian Participant), in no event shall a DSU Award be settled later than three (3) years following the date of the applicable Participant's separation from service. If the Award Agreement does not establish a date for the settlement of the DSUs, then the settlement date shall be the date of separation from service. Except as otherwise provided in an Award Agreement, on the settlement date for any DSU, the Participant shall redeem each vested DSU for:
 - (i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct, or
 - (ii) a cash payment, or
 - (iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,in each case as determined by the Plan Administrator in its discretion.
- (b) Any cash payments made under this Section 5.4 by the Corporation to a Participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per Share as at the settlement date.

- (c) Payment of cash to Participants on the redemption of vested DSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.

ARTICLE 6 RESTRICTED SHARE UNITS

6.1 Granting of RSUs

- (a) The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any Participant in respect of services rendered in the year of grant. The terms and conditions of each RSU grant shall be evidenced by an Award Agreement.
- (b) The number of RSUs (including fractional RSUs) granted at any particular time pursuant to this Article 6 will be calculated by dividing (i) the amount of any compensation that is to be paid in RSUs, as determined by the Plan Administrator, by (ii) the Market Price of a Share on the Date of Grant.

6.2 RSU Account

All RSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

6.3 Vesting of RSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs.

6.4 Settlement of RSUs

- (a) The Plan Administrator shall have the sole authority to determine the settlement terms applicable to the grant of RSUs. Subject to Section **Error! Reference source not found.** below and except as otherwise provided in an Award Agreement, on the settlement date for any RSU, the Participant shall redeem each vested RSU for:
 - (i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct, or
 - (ii) a cash payment, or
 - (iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its discretion.

- (b) Any cash payments made under this Section 6.4 by the Corporation to a Participant in respect of RSUs to be redeemed for cash shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Share as at the settlement date.
- (c) Payment of cash to Participants on the redemption of vested RSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.
- (d) Subject to Section **Error! Reference source not found.** below and except as otherwise provided in an Award Agreement, no settlement date for any RSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any RSU, under this Section 6.4 any later than the final Business Day of the third calendar year following the year in which the RSU is granted.

ARTICLE 7 PERFORMANCE SHARE UNITS

7.1 Granting of PSUs

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any Employee and Director in respect of services rendered in the year of grant. The terms and conditions of each PSU grant shall be evidenced by an Award Agreement. Each PSU will consist of a right to receive a Share, cash payment, or a combination thereof (as provided in Section 7.6(a)), upon the achievement of such Performance Goals during such performance periods as the Plan Administrator shall establish.

7.2 Terms of PSUs

The Performance Goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of an Employee or Director's employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable Award Agreement.

7.3 Performance Goals

The Plan Administrator will issue Performance Goals prior to the Date of Grant to which such Performance Goals pertain. The Performance Goals may be based upon the achievement of corporate or individual goals, and may be applied relative to performance relative to an index or comparator group, or on any other basis determined by the Plan Administrator. The Plan Administrator may modify the Performance Goals as necessary to align them with the Corporation's corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with an Employee or Director. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will

occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable Award Agreement.

7.4 PSU Account

All PSUs received by an Employee or Director shall be credited to an account maintained for the Employee or Director on the books of the Corporation, as of the Date of Grant.

7.5 Vesting of PSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs.

7.6 Settlement of PSUs

- (a) The Plan Administrator shall have the authority to determine the settlement terms applicable to the grant of PSUs. Subject to Section **Error! Reference source not found.** below and except as otherwise provided in an Award Agreement, on the settlement date for any PSU, the Employee or Director shall redeem each vested PSU for:
 - (i) one fully paid and non-assessable Share issued from treasury to the Employee or Director or as the Employee or Director may direct, or
 - (ii) a cash payment, or
 - (iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,in each case as determined by the Plan Administrator in its discretion.
- (b) Any cash payments made under this Section 7.6 by the Corporation to an Employee or Director in respect of PSUs to be redeemed for cash shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Share as at the settlement date.
- (c) Payment of cash to Employees and Directors on the redemption of vested PSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.
- (d) Subject to Section **Error! Reference source not found.** below and except as otherwise provided in an Award Agreement, no settlement date for any PSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any PSU, under this Section 7.6 any later than the final Business Day of the third calendar year following the year in which the PSU is granted.

ARTICLE 8 ADDITIONAL AWARD TERMS

8.1 Dividend Equivalents

- (a) Unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, as part of a Participant's grant of DSUs or RSUs (as applicable) and in respect of the services provided by the Participant for such original grant, DSUs and RSUs (as applicable) shall be credited with dividend equivalents in the form of additional DSUs or RSUs, as applicable, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be computed by dividing: (i) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of DSUs or RSUs, as applicable, held by the Participant on the record date for the payment of such dividend, by (ii) the Market Price at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places. Dividend equivalents credited to a Participant's account shall vest in proportion to the DSUs or RSUs, as applicable, to which they relate, and shall be settled in accordance with Section 6.4.
- (b) The number of DSUs or RSUs credited in accordance with this Section 8.1(a) is included in the allowable maximum Shares issuable under Section 3.1(d).
- (c) The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

8.2 Blackout Period

In the event that the Date of Grant occurs, or an Award expires, at a time when an undisclosed material change or material fact in the affairs of the Corporation exists, the effective Date of Grant for such Award, or expiry of such Award, as the case may be, will be no later than 10 business days after which there is no longer such undisclosed material change or material fact, and the Market Price with respect to the grant of such Award shall be calculated based on the five business days immediately preceding the effective Date of Grant. The Exercise Price determined on the Date of Grant shall not be less than the Discounted Market Price, as such term is defined in the policies of the Exchange.

8.3 Withholding Taxes

Notwithstanding any other terms of this Plan, the granting, vesting or settlement of each Award under this Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or an Affiliate of the Corporation is obliged to withhold or remit to the relevant taxing authority in respect of the granting, vesting or settlement of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required

to be remitted to the relevant tax authority by the Corporation or an Affiliate of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law, the Corporation may (a) withhold such amount from any remuneration or other amount payable by the Corporation or any Affiliate to the Participant, (b) require the sale of a number of Shares issued upon exercise, vesting, or settlement of such Award and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount, or (c) enter into any other suitable arrangements for the receipt of such amount.

8.4 Recoupment

Notwithstanding any other terms of this Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or the relevant subsidiary of the Corporation and in effect at the Date of Grant of the Award, or as set out in the Participant's employment agreement, Award Agreement or other written agreement, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 8.4 to any Participant or category of Participants.

ARTICLE 9 TERMINATION OF EMPLOYMENT OR SERVICES

9.1 Termination of Employment, Services or Director

Subject to Section 9.2, unless otherwise determined by the Plan Administrator or as set forth in an employment agreement, Award Agreement or other written agreement:

- (a) where a Participant's employment, consulting agreement or arrangement is terminated or the Participant ceases to hold office or his or her position, as applicable, by reason of voluntary resignation by the Participant or termination by the Corporation or a subsidiary of the Corporation for Cause, then any Option or other Award held by the Participant that has not been exercised as of the Termination Date shall be immediately forfeited and cancelled as of the Termination Date;
- (b) where a Participant's employment, consulting agreement or arrangement is terminated by the Corporation or a subsidiary of the Corporation without Cause (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice) then a portion of any unvested Options or other Awards shall immediately vest, such portion to be equal to the number of unvested Options or other Awards held by the Participant as of the Termination Date multiplied by a fraction the numerator of which is the number of days between the Date of Grant and the Termination Date and the denominator of which is the number of days between the Date of Grant and the date any unvested Options or other Awards were originally scheduled to vest, which vested Options or other Awards may be exercised or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the date

that is 90 days after the Termination Date or any other date determined by the Plan Administrator. Any Option or other Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;

- (c) where a Participant becomes Disabled, then any Option or other Award held by the Participant that has not vested as of the date of the Disability of such Participant shall vest on such date and may be exercised or surrendered to the Corporation by the Participant at any time until the Expiry Date of such Award. Any Option or other Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;
- (d) where a Participant's employment, consulting agreement or arrangement is terminated by reason of the death of the Participant, then any Option or other Award held by the Participant that has not vested as of the date of the death of such Participant shall vest on such date and may be exercised or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the first anniversary of the date of the death of such Participant. Any Option or other Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;
- (e) where a Participant's employment, consulting agreement or arrangement is terminated due to Retirement, then any Option or other Award held by the Participant that has not vested as of the date of such Retirement shall continue to vest in accordance with its terms and may be exercised or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the third anniversary of the Participant's date of Retirement. Any Option or other Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period. Notwithstanding the foregoing, if, following his or her Retirement, the Participant commences (the "**Commencement Date**") employment, consulting or acting as a director of the Corporation or any of its subsidiaries (or in an analogous capacity) or otherwise as a service provider to any Person that carries on or proposes to carry on a business competitive with the Corporation or any of its subsidiaries, any Option or other Award held by the Participant that has not been exercised as of the Commencement Date shall be immediately forfeited and cancelled as of the Commencement Date;
- (f) a Participant's eligibility to receive further grants of Options or other Awards under this Plan ceases as of:
 - (i) the date that the Corporation or a subsidiary of the Corporation, as the case may be, provides the Participant with written notification that the Participant's employment, consulting agreement or arrangement is

terminated, notwithstanding that such date may be prior to the Termination Date; or

- (ii) the date of the death, Disability or Retirement of the Participant; and
- (g) notwithstanding Subsection 9.1(b), unless the Plan Administrator, in its discretion,

otherwise determines, at any time and from time to time, Options or other Awards are not affected by a change of employment or consulting agreement or arrangement, or directorship within or among the Corporation or a subsidiary of the Corporation for so long as the Participant continues to be a Director, Employee, Consultant, Investor Relations Activities, as applicable, of the Corporation or a subsidiary of the Corporation.

9.2 Discretion to Permit Acceleration

Notwithstanding the provisions of Section 9.1, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in such Section, or in an employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator. Notwithstanding the following, Options granted to Persons performing Investor Relations Activities cannot be accelerated without the prior acceptance of the Exchange.

9.3 Participants' Entitlement

Except as otherwise provided in this Plan, Awards previously granted under this Plan are not affected by any change in the relationship between, or ownership of, the Corporation and an Affiliate of the Corporation. For greater certainty, all grants of Awards remain outstanding and are not affected by reason only that, at any time, an Affiliate of the Corporation ceases to be an Affiliate of the Corporation.

ARTICLE 10 EVENTS AFFECTING THE CORPORATION

10.1 General

The existence of any Awards does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Corporation, to create or issue any bonds, debentures, Shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this ARTICLE 10 would have an adverse effect on this Plan or on any Award granted hereunder.

10.2 Change in Control

Except as may be set forth in an employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant:

- (a) The Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause (i) the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value, as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control; (iii) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction net of any exercise price payable by the Participant (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights net of any exercise price payable by the Participant, then such Award may be terminated by the Corporation without payment); (iv) the replacement of such Award with other rights or property selected by the Board in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Subsection 10.2(a), the Plan Administrator will not be required to treat all Awards similarly in the transaction. Notwithstanding the foregoing, in the case of Options held by a Canadian Taxpayer, the Plan Administrator may not cause the Canadian Taxpayer to receive (pursuant to this Subsection 10.2(a)) any property in connection with a Change of Control other than rights to acquire shares of a corporation or units of a "mutual fund trust" (as defined in the Tax Act), of the Corporation or a "qualifying person" (as defined in the Tax Act) that does not deal at arm's length (for purposes of the Tax Act) with the Corporation, as applicable, at the time such rights are issued or granted.
- (b) Notwithstanding Subsection 10.2(a), and unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Shares will cease trading on an Exchange, then the Corporation may terminate all of the Awards granted under this Plan (other than Options held by Canadian Taxpayers) at the time of and subject to the completion of the Change in Control transaction by paying to each holder at or within a reasonable period of time following completion of such Change in Control transaction an amount for each Award equal to the fair market value of the Award held by such Participant as determined by the Plan Administrator, acting reasonably, or in the case of Options held by a Canadian Taxpayer by permitting the Canadian Taxpayer to surrender such Options to the Corporation for an amount for each such Option equal to the fair market value of such Option as determined by the Plan Administrator, acting reasonably, upon the

completion of the Change in Control (following which such Options may be cancelled for no consideration).

10.3 Reorganization of Corporation's Capital

Should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control and that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange, authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

10.4 Other Events Affecting the Corporation

In the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control and that warrants the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange (if required), authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

10.5 Immediate Acceleration of Awards

In taking any of the steps provided in Sections 10.3 and 10.4, the Plan Administrator will not be required to treat all Awards similarly and where the Plan Administrator determines that the steps provided in Sections 10.3 and 10.4 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Plan Administrator may, but is not required, to permit the immediate vesting of any unvested Awards.

10.6 Issue by Corporation of Additional Shares

Except as expressly provided in this Article 11, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards or other entitlements of the Participants under such Awards.

10.7 Fractions

No fractional Shares will be issued pursuant to an Award. Accordingly, (whether as a result of any adjustment under this ARTICLE 10, a dividend equivalent or otherwise), a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted

number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

ARTICLE 11 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

11.1 Amendment, Suspension, or Termination of the Plan

The Plan Administrator may from time to time, without notice and without approval of the holders of voting shares of the Corporation, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable Securities Laws or Exchange requirements.

11.2 Shareholder Approval

This Plan is subject to Disinterested Shareholders Approval and the approval of the Exchange. Any renewals of this Plan is subject to Disinterested Shareholders Approval and the approval of the Exchange.. Any Options granted under this Plan prior to receipt of Disinterested Shareholders Approval will not be exercisable or binding on the Corporation unless and until such approvals are obtained. DSUs, PSUs and RSUs cannot be granted under this Plan prior to receipt of Disinterested Shareholders Approval.

Notwithstanding Section 11.1 and subject to any rules of the Exchange or/and any applicable regulatory authority, Disinterested Shareholders Approval shall be required for any amendment, modification or change that:

- (a) increases the percentage of Shares reserved for issuance under the Plan, except pursuant to the provisions in the Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (b) increases or removes the 10% limits on Shares issuable or issued to Insiders as set forth in Subsection **Error! Reference source not found.**;
- (c) reduces the exercise price of an Award (for this purpose, a cancellation or termination of an Award of a Participant prior to its Expiry Date for the purpose of reissuing an Award to the same Participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an Award) except pursuant to the provisions in the Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (d) extends the term of an Award beyond the original Expiry Date (except where an Expiry Date would have fallen within a blackout period applicable to the Participant or within five business days following the expiry of such a blackout period);

- (e) permits an Award to be exercisable beyond 10 years from its Date of Grant (except where an Expiry Date would have fallen within a blackout period of the Corporation);
- (f) increases or removes the limits on the participation of Directors;
- (g) permits Awards to be transferred to a Person;
- (h) changes the eligible participants of the Plan; or
- (i) deletes or reduces the range of amendments which require Disinterested Shareholders Approval under this Section 11.2.

11.3 Permitted Amendments

Without limiting the generality of Section 11.1, but subject to Section 11.2, the Plan Administrator may, without Disinterested Shareholders Approval, at any time or from time to time, amend the Plan for the purposes of:

- (a) making any amendments to the general vesting provisions of each Award;
- (b) making any amendments to the provisions set out in ARTICLE 9;
- (c) making any amendments to add covenants of the Corporation for the protection of Participants, as the case may be, provided that the Plan Administrator shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be;
- (d) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Plan Administrator, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Plan Administrator shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants and Directors; or
- (e) making such changes or corrections which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Plan Administrator shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

ARTICLE 12 MISCELLANEOUS

12.1 Legal Requirement

The Corporation is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

12.2 News Release

Every Awards granted to a Director or an officer of the Company, and any amendment to such Award, must be disclosed to the public by way of a news release on the day the Awards are granted or amended.

12.3 No Other Benefit

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

12.4 Rights of Participant

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as an Employee, Consultant, Investor Relations Activities or Director. No Participant has any rights as a shareholder of the Corporation in respect of Shares issuable pursuant to any Award until the allotment and issuance to such Participant, or as such Participant may direct, of certificates representing such Shares.

12.5 Corporate Action

Nothing contained in this Plan or in an Award shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Award.

12.6 Conflict

In the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of the Award Agreement shall govern. In the event of any conflict between or among the provisions of this Plan or any Award Agreement, on the one hand, and a Participant's employment agreement with the Corporation or a subsidiary of the Corporation, as the case may be, on the other hand, the provisions of the employment agreement or other written agreement shall prevail.

12.7 Anti-Hedging Policy

By accepting the Option or Award each Participant acknowledges that he or she is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Options or Awards.

12.8 Participant Information

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan (including as to whether the circumstances described in Section 9.1(e) exist). Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such persons (including persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

12.9 Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and Directors and they are advised to consult with their own tax advisors.

The granting of Awards and the issuance of Shares under this Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or stock exchanges on which the Corporation is listed as may be required. The Corporation shall have no obligation to issue or deliver evidence of title for Shares issued under this Plan prior to:

7.15.1 obtaining any approvals from governmental agencies that the Corporation determines are necessary or advisable; and

7.15.2 completion of any registration or other qualification of the Shares under any applicable national or foreign law or ruling of any governmental body that the Corporation determines to be necessary or advisable or at a time when any such registration or qualification is not current, has been suspended or otherwise has ceased to be effective.

The inability or impracticability of the Corporation to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Corporation's counsel to be necessary to the lawful issuance and sale of any Shares hereunder shall relieve the Corporation of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

12.10 International Participants

With respect to Participants who reside or work outside Canada, the Plan Administrator may, in its discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards with respect to such Participants in order to conform such terms with the provisions of local law, and the Plan Administrator may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

12.11 No Limit on Other Security-Based Compensations Arrangements

Nothing contained in this Plan shall prevent the Corporation from adopting or continuing in effect other security-based compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

12.12 No Representations or Warranties

The Corporation makes no representation or warranty as to the value of any Award granted pursuant to this Plan or as to the future value of any Shares issued pursuant to any Award.

12.13 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Corporation and its subsidiaries.

12.14 General Restrictions on Assignment

Except as required by law, the rights of a Participant under the Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant unless otherwise approved by the Plan Administrator.

12.15 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

12.16 Notices

All written notices to be given by a Participant to the Corporation shall be delivered personally, e-mail or mail, postage prepaid, addressed as follows:

Lomiko Meals Inc.
#439, 7184 120th Street
Surrey, BC
V3W 0M6

Attention: Chief Financial Officer

All notices to a Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth business day following the date of mailing; provided that in the event of any actual or imminent postal disruption, notices shall be delivered to the appropriate party and not sent by mail. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

12.17 Effective Date

This Plan shall become effective upon the date of approval by the shareholders of the Corporation given by affirmative vote of the majority of the Shares represented at the meeting of the shareholders of the Corporation at which motion to approve the Plan is presented.

12.18 Governing Law

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the internal laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to conflicts of law rules.

12.19 Submission to Jurisdiction

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of British Columbia in respect of any action or proceeding relating in any way to the Plan, including, without limitation, with respect to the grant of Awards and any issuance of Shares made in accordance with the Plan.

SCHEDULE A

**LOMIKO METALS INC.
EQUITY INCENTIVE PLAN (THE "PLAN")**

ELECTION NOTICE

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Pursuant to the Plan, I hereby elect to participate in the grant of DSUs pursuant to Article 5 of the Plan and to receive ____% of my Cash Fees in the form of DSUs in lieu of cash.

I confirm that:

- (a) I have received and reviewed a copy of the terms of the Plan and agreed to be bound by them.
- (b) I recognize that when DSUs credited pursuant to this election are redeemed in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Corporation will make all appropriate withholdings as required by law at that time.
- (c) The value of DSUs is based on the value of the Shares of the Corporation and therefore is not guaranteed.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan's text.

Date: _____

(Name of Participant)

(Signature of Participant)

SCHEDULE B

**LOMIKO METALS INC.
EQUITY INCENTIVE PLAN (THE "PLAN")**

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUS

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Notwithstanding my previous election in the form of Schedule A to the Plan, I hereby elect that no portion of the Cash Fees accrued after the date hereof shall be paid in DSUs in accordance with Article 5 of the Plan.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date: _____

(Name of Participant)

(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

