



**Notice of Annual and  
Special Meeting of  
Shareholders to be Held  
on October 2, 2025**

**- and -**

**Management  
Information Circular as  
at August 15, 2025**

To be held at 4:00 p.m.  
Thursday October 2, 2025  
WeirFoulds LLP  
4100-66 Wellington St.,  
TD Bank Tower  
Toronto, Ontario



## NUINSCO RESOURCES LIMITED

### NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

**NOTICE IS HEREBY GIVEN** that the annual general and special meeting of the shareholders (the “**Meeting**”) of Nuinsco Resources Limited (the “**Corporation**”) will be held on Thursday, October 2, 2025, at 4:00 p.m. (Toronto time), at WeirFoulds LLP, 4100-66 Wellington St., TD Bank Tower, Toronto, Ontario, for the following purposes:

- (1) to receive the audited consolidated financial statements of the Corporation for the financial years ended December 31, 2019, 2020, 2021, 2022, 2023 and 2024, together with the report of the auditors thereon;
- (2) to appoint auditors and to authorize the directors to fix their remuneration;
- (3) to fix the number of directors at three (3) and to elect directors for the ensuing year;
- (4) to consider and, if thought appropriate, pass a special resolution authorizing the board of directors of the Corporation, in its sole discretion, to consolidate the common shares of the Corporation at a ratio of up to twenty-five (25) pre-consolidation common shares for one (1) post-consolidation common share, and to amend the Corporation’s articles accordingly, as described in further detail under the heading “Business to be Conducted at the Meeting – Special Business – Consolidation of Common Shares” in the accompanying Management Information Circular;
- (5) to consider and, if thought appropriate, to pass a resolution to re-approve the Corporation’s stock option plan and to approve, confirm and ratify all unallocated options, rights and entitlements under the Corporation’s stock option plan;
- (6) to consider and, if thought appropriate, to pass a resolution to re-approve the Corporation’s share incentive plan and to approve, confirm and ratify all unallocated options, rights and entitlements under the Corporation’s share incentive plan; and,
- (7) to transact such further and other business as may properly come before the Meeting or any adjournment or adjournments thereof.

Reference is made to the attached Management Information Circular which sets forth a description of the matters referred to in items (2) to (6) above.

Only holders of Common Shares of the Corporation of record on July 28, 2025 are entitled to notice of, and to vote at, the Meeting.

### NOTICE-AND-ACCESS

Notice is also hereby given that the Corporation has decided to use the notice-and-access method of delivery (“**Notice-and-Access**”) of Meeting Materials (as defined below) for the Meeting. Notice-and-Access allows the Corporation to deliver the Meeting Materials over the internet in accordance with the Notice-and-Access rules adopted by the Ontario Securities Commission under National Instrument 54-101-*Communication with Beneficial Owners of Securities of a Reporting Issuer*. Under the Notice-and-Access system, Shareholders still receive a proxy or voting instruction form (as applicable) enabling them to vote at the Corporation’s meeting. However, instead of a paper copy of the Management Information Circular, the annual financial statements and related management’s discussion and analysis and other information (the “**Meeting Materials**”), Shareholders receive this notification with information on how they may access such materials electronically. The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and will also reduce the cost of printing and

mailing materials to Shareholders. **Shareholders are reminded to view the Meeting Materials prior to voting.**

#### **WEBSITES WHERE MEETING MATERIALS ARE POSTED**

Materials can be viewed online under the Corporation's profile at [www.sedarplus.ca](http://www.sedarplus.ca) or on the Corporation's website at <https://www.nuinsco.ca/investors/agm/>. The Corporation will not use procedures known as "stratification" in relation to the use of Notice-and-Access provisions. Stratification occurs when a reporting issuer using Notice-and-Access provides a paper copy of the Management Information Circular to some shareholders with this notice.

#### **HOW TO OBTAIN PAPER COPIES OF THE MEETING MATERIALS**

Registered holders or beneficial owners may request paper copies of the Meeting Materials be sent to them by postal delivery at no cost to them. Requests may be made up to one year from the date the Meeting Materials are posted on the Corporation's website. In order to receive a paper copy of the Meeting Materials or if you have questions concerning Notice-and-Access, please call 1-866-962-0498.

Requests should be received by September 18, 2025 in order to receive the Meeting Materials in advance of the meeting date.

As a substantial representation of the Corporation's shareholders is desired, shareholders who are unable to attend the Meeting in person are requested to date, sign and return the form of proxy in accordance with the instructions provided therein and in the Management Information Circular.

A proxy will not be valid unless it is deposited at the offices of Computershare Investor Services Inc., Proxy Department, 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6, Canada, facsimile at 888-453-0330, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment thereof. If you are able to attend the Meeting or any adjournment thereof, sending your proxy will not prevent you from voting in person.

**DATED** at Toronto, Ontario this 15<sup>th</sup> day of August, 2025.

By Order of the Board of Directors

(Signed) "Paul Jones"

Paul Jones  
Chair



## **NUINSCO RESOURCES LIMITED**

4100-66 Wellington St., TD Bank Tower, Toronto, Ontario, M5K 1E6

### **MANAGEMENT INFORMATION CIRCULAR AS AT AUGUST 15, 2025**

#### **SOLICITATION OF PROXIES**

**This Management Information Circular is furnished in connection with the solicitation of proxies by the management of Nuinsco Resources Limited (“Nuinsco” or the “Corporation”) for use at the annual and special meeting of shareholders of the Corporation (the “Meeting”), and any adjournment thereof, to be held at the time and place and for the purposes set forth in the attached notice of annual and special meeting (the “Notice”). Management of the Corporation is soliciting proxies to be used at the Meeting. It is anticipated that the solicitation will be by mail primarily, but proxies may also be solicited personally by directors, officers and regular employees of the Corporation. The cost of such solicitation will be borne by the Corporation.**

This Management Information Circular is dated August 15, 2025, and the information contained herein is current as of August 15, 2025, unless a different date is otherwise indicated.

#### **APPOINTMENT AND REVOCATION OF PROXIES**

The persons named in the form of proxy are directors and/or officers of the Corporation and will represent management of the Corporation at the Meeting. **A shareholder desiring to appoint some other person, who need not be a shareholder, to represent him, her or it at the Meeting, may do so by inserting such person’s name in the blank space provided in the enclosed form of proxy or by completing another proper form of proxy and, in either case, depositing the completed proxy at the office of the Corporation’s transfer agent indicated on the enclosed envelope not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the Meeting or any adjournment thereof at which the proxy is to be used or delivering the completed proxy to the Chair of the Meeting on the day of the Meeting or any adjournment thereof prior to the time of voting. A proxy should be executed by a shareholder or his or her attorney duly authorized in writing or, if the shareholder is a corporation, by an officer or attorney thereof duly authorized.**

A shareholder forwarding the proxy may indicate the manner in which the appointee is to vote with respect to any specific item by checking the appropriate space. If the shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the space opposite the item is to be left blank. The Common Shares of the Corporation (the “**Common Shares**”) represented by the proxy submitted by a shareholder will be voted in accordance with the directions, if any, given in the proxy. A shareholder who has given a proxy has the power to revoke it as to any matter on which a vote has not already been cast pursuant to the authority conferred by such proxy and may do so either:

1. by delivering another properly executed form of proxy bearing a later date and depositing it as described above;
2. by depositing an instrument in writing revoking the proxy executed by him, her or it with, or by transmitting by telephonic or electronic means, a revocation bearing a reliable electronic signature to:

- a) the Corporation at 4100-66 Wellington St., TD Bank Tower, Toronto, Ontario, M5K 1E6, at any time prior to the close of business on the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used; or
- b) the Chair of the Meeting on the day of the Meeting or any adjournment thereof, prior to the commencement of the Meeting or any adjournment thereof, as applicable; or

3. in any other manner permitted by law.

Only a Registered Shareholder (defined below) has the right to revoke a proxy. A Non-Registered Shareholder (defined below) who wishes to change his, her or its vote must arrange for the Intermediary (defined below) to revoke the proxy on his, her or its behalf in accordance with the instructions of such Intermediary set out in the voting instructions form.

A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

A shareholder attending the Meeting has the right to vote in person and, if such shareholder does so, such shareholder's proxy is nullified with respect to the matters such person votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

### EXERCISE OF DISCRETION BY PROXIES

The Common Shares represented by proxies in favour of management nominees 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 a shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, the Common Shares represented by the proxy shall be voted accordingly. **WHERE NO CHOICE IS SPECIFIED, THE PROXY WILL CONFER DISCRETIONARY AUTHORITY AND WILL BE VOTED FOR THE ELECTION OF DIRECTORS, FOR THE APPOINTMENT OF AUDITORS AND AUTHORIZATION OF THE DIRECTORS TO FIX THE REMUNERATION OF THE AUDITORS AND FOR THE CONSOLIDATION RESOLUTION, AS STATED ELSEWHERE IN THIS MANAGEMENT INFORMATION CIRCULAR. THE FORM OF PROXY ALSO CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE WITH RESPECT TO ANY AMENDMENTS OR VARIATIONS TO THE MATTERS IDENTIFIED IN THE NOTICE AND WITH RESPECT TO OTHER MATTERS WHICH MAY PROPERLY COME BEFORE THE MEETING IN SUCH MANNER AS SUCH NOMINEE IN HIS OR HER JUDGMENT MAY DETERMINE.** At the time of printing this Management Information Circular, management of the Corporation knows of no such amendments, variations or other matters to come before the Meeting.

### ADVICE TO HOLDERS OF SECURITIES

#### Registered Shareholders

A registered holder of Common Shares (a "**Registered Shareholder**") is a holder of Common Shares who holds Common Shares in his, her or its own name (that is, not in the name of, or through, an intermediary (an "**Intermediary**") with whom the Non-Registered Shareholder deals with in respect of their Common Shares, such as a bank, a trust company, a stockbroker, or a trustee or manager of a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), registered education savings plan ("**RESP**") or other similar self-administered plan). A Registered Shareholder may attend the Meeting and cast one vote for each Common Share registered in the name of such Registered Shareholder on any and all resolutions put before the Meeting. If such Registered Shareholder does not wish to vote for any matter proposed at the Meeting, he, she or it may withhold their vote from, or vote their Common Shares against, as applicable, any resolution at the Meeting. A Registered Shareholder who is unable to attend the Meeting, or does not wish to personally cast his, her or its votes, may authorize another person at the Meeting to vote on his, her or its behalf.

#### Non-Registered Shareholders

Only registered Shareholders or the persons they appoint as their proxyholders are permitted to vote at the Meeting.

However, in many cases, Common Shares beneficially owned by a person (a “**non-registered shareholder**”) are registered either:

- a) in the name of an Intermediary that the non-registered holder deals with in respect of the Common Shares such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered registered savings plans, registered retirement income funds, registered education savings plans and similar plans; or
- b) in the name of a clearing agency (such as The Canadian Depository of Securities Limited (“**CDS**”)) of which the Intermediary is a participant.

In accordance with the requirement of National Instrument 54-101 *Communication With Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Corporation is distributing copies of the Notice of the Meeting together with a Voting Instruction Form: (i) directly to non-registered owners who have advised their Intermediary that they do not object to the Intermediary providing their ownership information to issuers whose securities they beneficially own (“**NOBOs**”), and (ii) to the clearing agencies and Intermediaries for onward distribution to non-registered holders of Common Shares who have advised their Intermediary that they object to the Intermediary providing their ownership information (“**OBOs**”).

This Information Circular, annual financial statements for the 2019, 2020, 2021, 2022, 2023 and 2024 financial year ends and management’s discussion and analysis thereon (“**MD&A**”) are available electronically on the Corporation’s website.

Intermediaries are required to forward the Meeting materials to non-registered holders unless a non-registered holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting materials to non-registered holders. Generally, a non-registered holder who has not waived the right to receive Meeting materials will receive one of two Forms of Proxy:

1. the non-registered holder may be given a Form of Proxy which has already been signed by the Intermediary (typically by a facsimile stamped signature), which is restricted as to the number and class of securities beneficially owned by the non-registered holder but which is not otherwise completed. Because the Intermediary has already signed the Form of Proxy, this Form of Proxy is not required to be signed by the non-registered holder when submitting the proxy. In this case, the non-registered holder who wishes to vote by proxy should simply complete the balance of the Form of Proxy and deliver it as specified above.
2. more typically, the non-registered holder may be given a Voting Instruction Form which is not signed by the Intermediary and which, when properly completed and signed by the non-registered holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a “**Voting Instruction Form**”) which the Intermediary must follow. Often, the non-registered holder will also be given a page of instructions which contains a removable label containing a bar code and other information. In order to validly constitute a Voting Instruction Form, the non-registered holder must remove the label from the instructions and affix it to the Voting Instruction Form, properly complete and sign the Voting Instruction Form and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit non-registered holders to direct the voting of the Common Shares they beneficially own. Should a non-registered holder who receives either a Form of Proxy or Voting Instruction Form wish to vote at the Meeting in person, the non-registered holder should strike out the persons named in the form and insert the non-registered holder’s name in the blank space provided. **NON-REGISTERED HOLDERS SHOULD CAREFULLY FOLLOW THE INSTRUCTIONS OF THEIR INTERMEDIARY INCLUDING THOSE REGARDING WHEN AND WHERE THE FORM OF PROXY OR VOTING INSTRUCTION FORM IS TO BE DELIVERED.**

## **Adoption of Notice and Access System**

In accordance with the notice-and-access rules adopted by the Ontario Securities Commission under NI 54-101, the Corporation has sent its proxy-related materials directly to registered holders and non-objecting beneficial owners using notice-and-access. Therefore, although Shareholders still receive a proxy or Voting Instruction Form (as applicable) in paper copy, this Information Circular, annual consolidated financial statements and related MD&A are not physically delivered. Instead, Shareholders may access these materials on the Corporation's website at <https://www.nuinsco.ca/investors/agm/> or under the Corporation's profile page on SEDAR at [www.sedarplus.ca](http://www.sedarplus.ca).

Registered holders or beneficial owners may request paper copies of the Meeting materials be sent to them by postal delivery at no cost to them. Requests may be made up to one year from the date the Meeting materials are posted on the Corporation's website. In order to receive a paper copy of the Meeting materials or if you have questions concerning Notice-and-Access, please call 1-866-962-0498. **Requests for paper materials should be received by September 18, 2025 in order to receive the Meeting materials in advance of the Meeting.**

## **VOTING SHARES AND PRINCIPAL HOLDERS OF VOTING SHARES**

The authorized capital of the Corporation consists of an unlimited number of Common Shares. As at the date hereof, 615,580,498 Common Shares are issued and outstanding. Each Common Share entitles the holder thereof to one vote in respect of each matter to be voted upon at a meeting of shareholders.

The Corporation has fixed July 28, 2025 as the record date (the "**Record Date**") for the purpose of determining shareholders entitled to receive the Notice. In accordance with the provisions of the *Business Corporations Act* (Ontario) (the "**OBCA**"), the Corporation will prepare a list of holders of Common Shares at the close of business on the Record Date. Holders of Common Shares named in the list will be entitled to vote the Common Shares shown opposite their name on the list at the Meeting.

As at the date hereof, to the knowledge of the directors and executive officers of the Corporation, no person or corporation beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation carrying 10% or more of the voting rights attached to any class of outstanding voting securities of the Corporation.

## **BUSINESS TO BE CONDUCTED AT THE MEETING**

### **Audited Financial Statements**

The audited consolidated financial statements of the Corporation for the financial years ended December 31, 2019, 2020, 2021, 2022, 2023 and 2024, and the auditor's reports thereon will be placed before the shareholders at the Meeting.

### **Appointment of Auditor**

Horizon Assurance LLP, Markham, Ontario has been the auditors of the Corporation since May 17, 2025; DNTW Toronto LLP was auditors of the Corporation between February 16, 2023 and May 17, 2025; MNP LLP, Toronto, Ontario was auditors of the Corporation May 20, 2016 and February 1, 2023; Flabbi and Associates LLP was auditors of the Corporation between December 18, 2014 and May 20, 2016.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE APPOINTMENT OF HORIZON ASSURANCE LLP AS AUDITORS OF THE CORPORATION TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS AND THE AUTHORIZATION OF THE BOARD OF DIRECTORS TO FIX THEIR REMUNERATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.**

## Election of Directors

The articles of the Corporation provide for a minimum of three and a maximum of 15 directors. At the present time, the board of directors of the Corporation (the “**Board**” or the “**Board of Directors**”) consists of three directors. The shareholders will be asked to elect three directors for the ensuing year. Each director elected will hold office until the close of business of the first annual meeting of shareholders following his or her election unless his or her office is earlier vacated in accordance with the by-laws of the Corporation.

The names of all of the nominees, their position with the Corporation, their principal occupation or employment during the last five years, the dates upon which they became directors of the Corporation, if applicable, and the number of Common Shares beneficially owned or controlled or directed by them, directly or indirectly, as of the date hereof, are as follows:

<b>Name and Residence</b>	<b>Principal Occupation</b>	<b>Period Served as Director</b>	<b>Shares Held or Over Which Control or Direction is Exercised<sup>(4)</sup></b>
Paul Jones <sup>(1)(2)(3)*</sup> Ontario, Canada Chief Executive Officer and Director	CEO and director of the Corporation; Vice-President, Exploration of Victory Nickel Inc.	September 2013-present	41,247,862
Alastair Neill <sup>(1)(2)(3)</sup> Ontario, Canada Director	Consultant to the specialty and critical mineral business	July 8, 2024-present	706,250
Robert G. Wardell <sup>(1)*(2)(3)</sup> Ontario, Canada Director	Director of the Corporation	June 2009-April 2016, June 2018-present	949,760

### Notes:

\* Committee Chair

1. Member of the Audit Committee.
2. Member of the Corporate Governance and Nominating Committee.
3. Member of the Compensation Committee.
4. The information in the foregoing table as to Common Shares beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Corporation, has been furnished by each respective nominee.

## Corporate Cease Trade Orders

Other than as disclosed herein, no proposed director of the Corporation is, or within the ten years prior to the date hereof has been, a director, chief executive officer or chief financial officer of any Corporation (including the Corporation) that, while that person was acting in that capacity:

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

On May 5, 2016, the Ontario Securities Commission (“**OSC**”) issued a cease trade order (“**CTO**”) for failure by the Corporation to file its audited financial statements for the year ended December 31, 2015; management’s discussion and analysis relating to the audited financial statements for the year ended December 31, 2015; and, certification of the foregoing filings as required by National Instrument 52-109 *Certification of Disclosure in Issuers’ Annual and*



*Interim Filings.* On August 5, 2016, the Corporation announced that it had filed on SEDAR its audited financial statements for the year ended December 31, 2015 and management's discussion and analysis relating to the audited financial statements for the year ended December 31, 2015, its unaudited interim financial statements relating to the first quarter of 2016 ended March 31, 2016 and management's discussion and analysis relating to the first quarter of 2016 ended March 31, 2016, and certification of these filings as required by National Instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings*. As a result of completing these filings the CTO was revoked. Two of the nominated directors, Paul Jones and Robert Wardell, was either a director of the Corporation or had been a director of the Corporation at the time the CTO was issued.

Robert Wardell was a Director of Katanga Mining Limited from 2006 until April 2020. Katanga Mining Limited was the subject of a management cease trade order ("MCTO") issued by the OSC on behalf of the securities regulatory authorities in each of the provinces and territories of Canada in which Katanga is a "reporting issuer" under applicable Canadian securities laws. The MCTO was issued on August 16, 2017 in connection with the late filing of Katanga's unaudited interim financial statements for the three and six months ended June 30, 2017 (and accompanying management's discussion and analysis) as well as other matters related to a restatement. Mr. Wardell was a director of Katanga Mining Limited at the time the MCTO was issued. Katanga Mining Limited was acquired by Glencore International on June 4, 2020.

On May 8, 2025, the Ontario Securities Commission issued a failure-to-file case trade order (the "FFCTO") to the Corporation under Multilateral Instrument 11-103 – *Failure-To-File Cease Trade Orders In Multiple Jurisdictions*.

As a result of the FFCTO, if the Issuer is a reporting issuer in a jurisdiction in which Multilateral Instrument 11-103 *Failure-to-File Cease Trade Orders in Multiple Jurisdictions* applies, a person or company must not trade in or purchase a security of the issuer in that jurisdiction, except in accordance with the conditions that are contained in the FFCTO for so long as this order remains in effect.

The FFCTO was issued as a result of the delay in the filing of the Company's annual audited financial statements for the fiscal year ended December 31, 2024 and the related management's discussion and analysis for the fiscal year ended December 31, 2024 and related filings (the "**Required Annual Filings**"). As stated in the Company's news release dated April 30, 2025, it was unable to make the Required Annual Filings prior to the April 30, 2025 filing deadline.

On May 29, 2025, the Corporation made the Required Annual Filings, as well as the unaudited condensed interim consolidated financial statements and MD&A for the three months ended March 31, 2025 and 2024. On June 2, 2025, the Corporation announced that the FFCTO had been revoked by the OSC.

### ***Corporate Bankruptcies***

No proposed director is, or within ten years prior to the date hereof has been, a director or executive officer of any corporation, that while that person was acting in that capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, except for the following:

Mr. Wardell was a director of Allied Nevada Gold Corp. until October 22, 2015. On March 10, 2015, Allied Nevada Gold Corp. announced that it had filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

### ***Personal Bankruptcies***

No proposed director of the Corporation has, during the ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or has been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his assets.

### ***Penalties or Sanctions***

No proposed director of the Corporation 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 a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF ANY PARTICULAR NOMINEE OR NOMINEES. MANAGEMENT HAS NO REASON TO BELIEVE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS A DIRECTOR BUT, IF ANY NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF ANY PARTICULAR NOMINEE OR NOMINEES AND MAY BE VOTED FOR ANY SUBSTITUTE NOMINEE(S) PROPOSED BY MANAGEMENT.**

### **Special Business – Consolidation of Common Shares**

The Meeting has been called, in part, to consider and, if deemed appropriate approve, a special resolution (the “**Consolidation Resolution**”) authorizing the Board, in its sole discretion, to consolidate the Common Shares at a ratio of up to twenty-five (25) to one (1) (the “**Consolidation**”), and to amend the Corporation’s articles accordingly, whereby every twenty-five (25) Common Shares, or such lesser number of Common Shares as is determined by the Board, outstanding at the time of the Consolidation would be changed into one (1) Common Share (the “**Consolidation Ratio**”). Shareholders are specifically advised that the proposed Consolidation Resolution grants the Board the discretion to revoke the Consolidation Resolution and not proceed with the Consolidation without further approval of the shareholders. In connection with any determination to implement the Consolidation, the Board will set the timing for the Consolidation and select the specific ratio within the range set forth in the Consolidation Resolution.

The Board believes that shareholder approval of a range of potential Consolidation Ratios (rather than a single consolidation ratio) provides the Board with maximum flexibility to achieve the desired results of the Consolidation. The Board believes that it is in the interest of shareholders of the Corporation for the Board to have the authority to implement the Consolidation for the following reasons:

- *Raising the price of Common Shares to more attractive levels:* The Consolidation is expected to result in the trading price of the Common Shares increasing to reflect the Consolidation Ratio.
- *Reduction of shareholder transaction costs:* The Corporation’s shareholders may benefit from relatively lower trading costs associated with a higher price per Common Share. It is likely that many investors pay commissions based on the number of Common Shares traded when they buy or sell the Common Shares. If the price per Common Share were higher, investors may pay lower commissions to trade a fixed dollar amount than they would if the price per Common Share is lower.
- *Improved trading liquidity:* The potentially lower transaction costs and higher trading price of the Common Shares could ultimately improve the trading liquidity of the Common Shares.

There can be no assurance that the total market capitalization of the Common Shares (i.e. the aggregate value of all Common Shares at the then market price) immediately after the Consolidation will be equal to or greater than the total market capitalization immediately before the Consolidation. In addition, there can be no assurance that the per share

market price of the Common Shares following the Consolidation will be higher than the per share market price immediately before the Consolidation or equal or exceed the direct arithmetical result of the Consolidation. In addition, a decline in the market price of the Common Shares after the Consolidation may result in a greater percentage decline than would occur in the absence of the Consolidation, and the liquidity of the Common Shares could be adversely affected. In addition, the Consolidation may result in some shareholder owning “odd lots” of less than 1,000 Common Shares on a post-Consolidation basis. Odd lots may be more difficult to sell, or require greater transaction costs per share to sell, than Common Shares in “board lots” of even multiples of 1,000 Common Shares. Brokerage commissions and other costs of transactions in odd lots are often higher than the costs of transactions in “round lots” of even multiples of 1,000 Common Shares.

As of August 15, 2025, the Corporation had 615,580,498 Common Shares issued and outstanding. Upon the proposed Consolidation being implemented, the number of Common Shares issued and outstanding will depend on the specific ratio selected by the Board. The following table sets out the approximate number of Common Shares that would be outstanding as a result of the Consolidation at the ratios indicated.

Consolidation Ratio	Approximate Number of Outstanding Common Shares (post -Consolidation)*
1 for 25	24,623,220
1 for 10	61,558,050
1 for 5	123,116,100

\* Based on the number of Common Shares outstanding on August 15, 2025.

Upon the Consolidation becoming effective, a letter of transmittal will be sent to all Registered Shareholders then issued and outstanding for use in transmitting their share certificates to the Corporation’s registrar and transfer agent in exchange for new certificates representing the number of Common Shares to which such shareholder is entitled as a result of the Consolidation. No delivery of a new certificate to a shareholder will be made until the shareholder has surrendered his current issued certificates. Beneficial holders of Common Shares (“**Beneficial Shareholders**”) holding their Common Shares through an Intermediary should note that such Intermediary may have different procedures for processing the Consolidation than those that will be put in place by the Corporation for Registered Shareholders. Beneficial Shareholders that hold Common Shares with an Intermediary are encouraged to contact such Intermediary with respect to any questions in this regard.

No fractional Common Shares shall be issued pursuant to the Consolidation. In the event that the Consolidation would result in a holder of Common Shares being entitled to a fractional Common Share, then such fractional Common Share shall be rounded up to the next whole number of Common Shares. In calculating such fractional interest, all Common Shares registered in the name of a holder of Common Shares or an Intermediary shall be aggregated.

Assuming shareholder approval is received at the Meeting, the implementation of the Consolidation Resolution is conditional upon the Corporation obtaining the necessary regulatory consents. There is no guarantee that such consents will be given. The Consolidation Resolution provides that the Board is authorized, in its sole discretion, to determine not to proceed with the proposed Consolidation, without further approval of the Corporation’s shareholders. Additionally, if the Consolidation Resolution is approved by shareholders, the Consolidation may be affected at any time within one year from the date of such approval. If the Corporation does not proceed with the Consolidation within one year from the date of shareholder approval, it will again seek shareholder approval before affecting a share consolidation.

If approved by the shareholders at the Meeting and implemented by the Board, the Consolidation will not change a shareholder’s proportionate interest in the Corporation.

The Consolidation Resolution, substantially in the form set forth below, requires the approval of not less than two-thirds of the total votes cast in respect thereof by the holders of Common Shares present in person or represented by proxy at the Meeting. **The Board unanimously recommends that shareholders vote in favour of the Consolidation Resolution.**

“BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. the issued and outstanding common shares in the capital of Nuinsco Resources Limited (the “**Corporation**”) be changed by the consolidation of the issued and outstanding common shares at a ratio of up to twenty-five (25) pre-consolidation common shares for one (1) post-consolidation common share, such ratio to be determined by the Board of Directors of the Corporation in its sole discretion (the “**Consolidation**”), provided that such Consolidation is affected within one year following the date of passage of this special resolution;
2. no fractional shares shall be issued upon the Consolidation and in the case where the Consolidation results in a shareholder otherwise becoming entitled to a fraction of a common share, an upward adjustment shall be made to the next whole common share;
3. notwithstanding the approval of shareholders of the Corporation to the above resolutions, the Board may revoke the foregoing resolutions before they are acted on without any further approval by the shareholders of the Corporation;
4. the Articles of the Corporation be amended to provide for the Consolidation and the effective date of such Consolidation shall be the date shown in the certificate of amendment issued by the Director appointed under the Business Corporations Act (Ontario) (the “**OBCA**”) or such other date indicated in the Articles of Amendment; and
5. any of the officers or directors of the Corporation be and is hereby authorized for and on behalf of the Corporation (whether under its corporate seal or otherwise) to execute and deliver Articles of Amendment to effect the foregoing resolutions in accordance with the OBCA and all other documents and instruments and to take all such other actions as such officer or director may deem necessary or desirable to implement the foregoing resolutions and the matters authorized hereby, such determinations to be conclusively evidenced by the execution and delivery of such documents and other instruments or the taking of any such action.”

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

#### **Special Business – Re-Approval of Stock Option Plan**

The shareholders of the Corporation initially approved the stock option plan of the Corporation on January 13, 1995, and approved amended and restated versions of the stock option plan on each of May 26, 2004, May 27, 2005, June 14, 2007, June 12, 2008, June 1, 2011 and June 28, 2014 (hereinafter referred to as the “**Stock Option Plan**”). For further details regarding the Stock Option Plan, please see Executive Compensation and Securities Authorized for Issuance Under Equity Compensation Plans below and Schedule “B” to this Management Information Circular.

The Corporation is asking shareholders of the Corporation, to re-approve the Stock Option Plan and all unallocated options, rights or other entitlements under the Stock Option Plan. The text of the proposed resolution to re-approve the Stock Option Plan and all unallocated options, rights or other entitlements under the Stock Option Plan (the “**Stock Option Plan Resolution**”) is as follows:

“BE IT RESOLVED THAT:

1. the Stock Option Plan (as defined in the Corporation’s management information circular dated August 15, 2025) is hereby re-approved;
2. all unallocated options, rights and other entitlements under the Stock Option Plan are hereby approved, which approval shall be effective until October 2, 2028; and
3. any one Director or officer of the Corporation, is hereby authorized, for and on behalf of the Corporation, to execute and deliver all such documents and instruments and to do all other things as in the opinion of such Director or officer may be necessary or desirable to implement this resolution and the matters authorized

hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.”

Approval of the foregoing resolution will require the affirmative vote of a majority of the votes cast thereon at the Meeting. Whether or not the resolution is approved, all options, rights and other entitlements currently outstanding under the Stock Option Plan will remain in effect in accordance with their terms. If the resolution is not approved, any currently unallocated options, rights or other entitlements under the Stock Option Plan will no longer be available for grant.

The Board recommends that shareholders vote in favour of the Stock Option Plan Resolution. **PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR SUCH RESOLUTION UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.**

#### **Special Business – Re-Approval of Share Incentive Plan**

The shareholders of the Corporation initially approved the share incentive plan of the Corporation on May 27, 2005, and approved amended and restated versions of the share incentive plan on each of June 12, 2008, June 1, 2011 and June 28, 2014 (hereinafter referred to as the “**Share Incentive Plan**”). For further details regarding the Share Incentive Plan, please see Executive Compensation and Securities Authorized for Issuance Under Equity Compensation Plans below and Schedule “C” to this Management Information Circular.

The Corporation is asking shareholders of the Corporation to re-approve the Share Incentive Plan and all unallocated options, rights or other entitlements under the Stock Option Plan. The text of the proposed resolution to re-approve the Share Incentive Plan and all unallocated options, rights or other entitlements under the Stock Option Plan (the “**Share Incentive Plan Resolution**”) is as follows:

#### **“BE IT RESOLVED THAT:**

1. the Share Incentive Plan (as defined in the Corporation’s management information circular dated August 15, 2025) is hereby re-approved;
2. all unallocated options, rights and other entitlements under the Share Incentive Plan are hereby approved, which approval shall be effective until October 2, 2028; and
3. any one Director or officer of the Corporation, is hereby authorized, for and on behalf of the Corporation, to execute and deliver all such documents and instruments and to do all other things as in the opinion of such Director or officer may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.”

Approval of the foregoing resolution will require the affirmative vote of a majority of the votes cast thereon at the Meeting. Whether or not the resolution is approved, all options, rights and other entitlements currently outstanding under the Share Incentive Plan will remain in effect in accordance with their terms. If the resolution is not approved, any currently unallocated options, rights or other entitlements under the Share Incentive Plan will no longer be available for grant.

The Board recommends that shareholders vote in favour of the Share Incentive Plan Resolution. **PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR SUCH RESOLUTION UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.**

#### **INDICATION OF DIRECTORS AND EXECUTIVE OFFICERS**

All of the directors and executive officers of the Corporation have indicated that they intend to vote their Common Shares in favour of each of the above resolutions on which they are entitled to vote. **In addition, unless authority to do so is**

indicated otherwise, the persons named in the enclosed form of proxy intend to vote the Common Shares represented by such proxies in favour of each of the above resolutions.

## EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

The purpose of this Compensation Discussion and Analysis is to provide information about the Corporation's executive compensation philosophy, objectives, and processes and to discuss compensation decisions relating to the Corporation's senior officers, being the two identified named executive officers (the "NEOs"), in 2024. During 2024, the Corporation had the following NEOs: Mr. Paul Jones, director and CEO and Mr. Kyle Appleby, Chief Financial Officer. None of the NEO's are employees of the Corporation. Mr. Appleby provides his services through CFO Advantage Inc., a firm owned and operated by Mr. Appleby.

In order to assist the Board in fulfilling its oversight responsibilities with respect to human resources matters, the Board has established the compensation committee (the "**Compensation Committee**"). The Compensation Committee is comprised of three directors, namely Paul Jones, Robert Wardell and Alastair Neill.

The Compensation Committee's purpose is to: (i) establish the philosophy and objectives that will govern the Corporation's compensation program; (ii) oversee and approve the compensation and benefits paid to the senior officers; (iii) recommend to the Board for approval executive and other compensation and benefits plans and arrangements; (iv) oversee the Corporation's stock option plan and Share Incentive Plan; and (v) promote the clear and complete disclosure to shareholders of material information regarding executive compensation. In performing its duties, the Compensation Committee has the authority to engage such advisors, including executive compensation consultants, as it considers necessary.

### *Principles and Objectives of the Compensation Program*

The primary goal of the Compensation Committee and the Corporation's compensation program is to ensure that the compensation provided to the Corporation's senior officers is determined with regard to the Corporation's business strategies and objectives, such that the financial interest of the senior officers is matched with the financial interest of the shareholders. The Compensation Committee and Board of Directors strive to ensure that the Corporation's senior officers are compensated fairly and commensurably with their contributions to furthering the Corporation's strategic direction and objectives and that the compensation program is structured to attract, motivate and retain top quality employees and officers.

Generally, the Corporation places emphasis on annual cash compensation (i.e. salary) in order to attract, retain and motivate senior officers, as opposed to options, stock appreciation rights plans, securities purchase programs and other incentive type compensation. However, in order to ensure the alignment of employees' interests with the Corporation's long-term interests, the Corporation maintains a stock option plan and the Share Incentive Plan.

### *Compensation Process*

The Compensation Committee relies on the knowledge and experience of the members of the Compensation Committee. As a whole, the Compensation Committee is comprised of directors who have direct experience and skills relevant to their responsibilities in executive compensation, including with respect to making informed decisions on the suitability of the Corporation's compensation policies and practices.

Set out below is a brief summary of each director's relevant skills and experience:

- Robert G. Wardell is a Chartered Professional Accountant who served as a Senior Audit Partner with Deloitte & Touche LLP (Canada), was a member of the Emerging Issues Committee with The Canadian Institute of Chartered Accountants, and has been a Director and on the audit committees of numerous public and private companies, including Viterra Canada, Inc., CareRx Corp., Katanga Mining Ltd., Hycroft Mining Corp. and Elgin Mining, Inc.

- Alastair Neill has been involved with public and private companies in the rare earth sector for almost 30 years. He has held senior management positions responsible for the sale and purchase, product development, marketing, R&D, and business development of several rare earth enterprises in North America and Asia, including spending 10 years on-site in China and Mongolia.
- Paul Jones has been employed discontinuously by the Corporation since 1983 and is currently the Corporation's CEO. Mr. Jones has also worked for more than 20 Canadian and internationally based exploration and development companies and has over 40 years of technical, management, financial, and corporate experience. He acts as a qualified person for Nuinsco.

The Corporation's Board of Directors is responsible for the compensation policies and guidelines for the Corporation and for implementing and overseeing compensation policies. The Corporation does not currently have any contractual arrangement with any executive compensation consultant who has a role in determining or recommending the amount or form of senior officer or director compensation.

The Board reviews on a periodic basis the cash compensation, performance and overall compensation package of the directors and each executive office, including the NEOs. The Board makes decisions with respect to basic salary and participation in stock option compensation arrangements for each director and executive officer. In considering executive officers other than the CEO, the Board shall take into account the recommendation of the CEO. The Corporation does not currently pay its directors a cash fee for acting as such; any director fees are accrued as incurred. Directors are also eligible to receive stock option grants.

The Corporation does not have a formal compensation program with set benchmarks, however the Corporation does have an informal compensation program which seeks to reward an NEO's current and future expected performance. Individual performance in connection with the achievement of corporate milestones and objectives is also reviewed for all NEOs.

#### **Elements of Executive Compensation Program**

The Corporation's compensation program consists of the following elements:

- (a) base salary or consulting fees; and
- (b) equity participation through the Corporation's stock option plan and share incentive plan.

#### **Base Salary or Consulting Fees**

As the environment for funding the Corporation's operations has been challenging. All NEOs and directors are not paid in cash but rather their fees are accrued on a monthly basis.

Generally, in determining the base salary of a NEO, the Board considers the following factors:

- (a) the particular responsibilities related to the position;
- (b) salaries paid by other companies in the mining industry which were similar in size and stage of development as the Corporation;
- (c) the experience level of the NEO;
- (d) the amount of time and commitment which the NEO devotes to the Corporation; and
- (e) the NEO's overall performance and performance in relation to the achievement of corporate milestones and objectives.

The Corporation's Insider Trading and Blackout Policy specifically prohibits NEOs, directors and other insiders from speculating in the Corporation's securities. The Insider Trading and Blackout Policy defines "speculating" as the

purchase or sale of securities with the intention of reselling or buying back in a relatively short period of time in the expectation of a rise or fall in the market price of such securities. Speculating in such securities for a short term profit is distinguished from purchasing and selling securities as part of a long-term investment program. Insiders are prohibited at any time from selling securities of the Corporation short or buying or selling a call or put option other than call or put options distributed by the Corporation in respect of securities of the Corporation or any of its affiliates.

The Compensation Committee has not specifically identified any significant changes to its compensation policies and practices for the next financial year, however part of the Compensation Committee's mandate is to review and assess the design and competitiveness of the Corporation's compensation and benefit programs generally, and it intends to do this going forward.

### **Stock Option Plan and Share Incentive Plan**

The Compensation Committee, periodically grants/issues employees, directors and other eligible participants' stock options under the stock option plan and Common Shares under the Stock Option Plan and the Share Incentive Plan. In determining whether and how many new options or Common Shares will be granted, the Corporation does not use any formal objectives, criteria or analyses in reaching such determinations; however consideration is given to the amount and terms of outstanding options.

*Long-term Incentives – Stock Option Plan.* The Board believes that stock options encourage the Corporation's directors, senior officers, employees and consultants to own and hold shares in the Corporation and tie their long-term interests directly to those of the shareholders. Under the terms of the Corporation's existing Stock Option Plan, the Board of Directors may designate employees, including directors and senior officers, and consultants eligible to receive options to acquire such numbers of Common Shares as the Board of Directors determines. When awarding options, consideration is given to the exercise price of the aggregate options that would be held by an individual after the award under consideration is made. In determining the individual grants, the Board, as a proxy for the Compensation Committee, considers the following factors: the individual's performance and contribution to the Corporation's success; relative position; years of service; and, past equity grants. See "Securities Authorized for Issuance under Equity Compensation Plans – Long-Term Incentives – Stock Option Plan" for a detailed description of the Stock Option Plan.

*Long-term Incentives - Share Incentive Plan.* The Corporation has a Share Incentive Plan which includes both a share purchase plan (the "**Share Purchase Plan**") and a share bonus plan (the "**Share Bonus Plan**").

The purpose of the Share Incentive Plan is to encourage ownership of the Common Shares by directors, senior officers and employees of the Corporation and its designated affiliates and consultants who are primarily responsible for the management and profitable growth of its business, and to advance the interests of the Corporation by providing additional incentive for superior performance by such persons and to enable the Corporation and its designated affiliates to attract and retain valued directors, officers, employees and consultants.

When awarding Common Shares under the Share Incentive Plan, consideration is given to the number of options under the Stock Option Plan and the number of Common Shares that would be held by an individual after the award under consideration is made. In determining the individual awards, consideration is given to the following factors: the individual's performance and contribution to the Corporation's success, relative position, years of service and past equity grants.

The Share Bonus Plan permits Common Shares to be issued as a discretionary bonus to eligible directors, senior officers and employees of the Corporation and its designated affiliates, and consultants designated from time to time. The Corporation granted no Common Shares pursuant to the Share Bonus Plan during 2024. Under the Share Purchase Plan, eligible directors, senior officers and employees of the Corporation and its designated affiliates and consultants can contribute up to 10% of their annual basic salary before deductions to purchase Common Shares. The Corporation matches each participant's contribution. The Corporation granted no Common Shares pursuant to the Share Purchase Plan during 2024.



### Summary

The Board will continue to evaluate the Corporation's executive compensation programs on an ongoing basis to ensure that the Corporation's compensation practices and philosophies are consistent with the objective of enhancing shareholder value over the long term.

### Executive Compensation Tables

#### Summary Compensation Table

The following table sets out the compensation paid to each NEO for the financial years of the Corporation ended December 31, 2024 and 2023.

Name and Principal Position	Year	Consulting fee	Share-based Awards	Option-based Awards	Non-equity Incentive Plan Compensation		Pension Value	All Other Compensation	Total Compensation
					Annual Incentive Plans	Long-term Incentive Plans			
Paul L. Jones <sup>(1)</sup> CEO and Director	2024	\$ 150,000	\$ nil	\$ 15,500	\$ nil	\$ nil	\$ nil	\$ nil	\$ 165,500
	2023	\$ 150,000	\$ nil	\$ 6,000	\$ nil	\$ nil	\$ nil	\$ nil	\$ 156,000
Kyle Appleby <sup>(2)</sup> CFO	2024	\$ 48,000	\$ nil	\$ 6,000	\$ nil	\$ nil	\$ nil	\$ nil	\$ 54,000
	2023	\$ 48,000	\$ nil	\$ 6,000	\$ nil	\$ nil	\$ nil	\$ nil	\$ 54,000

Notes:

(1) The Company accrues a monthly fee of \$12,500 with respect to his services as CEO. All fees reported remain payable as at the date of this circular.

(2) The Company accrues a monthly fee of \$4,000 with respect to his services as CFO. All fees reported remain payable as at the date of this circular.

#### Incentive Plan Awards

#### Outstanding Share-Based Awards and Option-Based Awards

The following table sets out the share-based awards and option-based awards held by each NEO as at December 31, 2024.

	Option-based Awards	Share-based Awards
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Name and principal position	Grant Date	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Paul Jones, CEO	Nov 16, 2020	4,750,000	0.005	Nov 16, 2025	Nil	n/a	n/a	n/a
	Aug 23, 2021	7,500,000	0.015	Aug 23, 2026	Nil			
	Oct 5, 2021	1,633,334	0.015	Oct 5, 2026	Nil			
	March 1, 2023	1,200,000	0.005	March 1, 2028	Nil			
	May 30, 2024	3,100,000	0.005	May 30, 2029	Nil			
Kyle Appleby, CFO	Nov 16, 2020	1,000,000	0.005	Nov 16, 2025	Nil	n/a	n/a	n/a
	Feb 11, 2021	2,520,000	0.01	Feb 11, 2026	Nil			
	Feb 18, 2021	2,000,000	0.015	Feb 18, 2026	Nil			
	Apr 22, 2021	3,000,000	0.015	Apr 22, 2026	Nil			
	Aug 23, 2021	1,500,000	0.015	Aug 23, 2026	Nil			
	Oct 5, 2021	1,750,000	0.015	Oct 5, 2026	Nil			
	March 1, 2023	1,200,000	0.005	March 1, 2028	Nil			
	May 30, 2024	1,200,000	0.005	May 30, 2029	Nil			

**Note:**

(1) Based on the CSE closing price for the Common Shares on December 31, 2024 of \$0.005.

**Incentive Plan Awards—Value Vested or Earned During the Year**

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to Named Executive Officers during the most recently completed financial year. The aggregate value of the option-based awards vested during the year is based on the difference between the Corporation share price on the vesting day of any options that vested during the financial year ended December 31, 2024 and the exercise price of the options.

Name and principal position	Option based awards – Value vested during the year (\$)	Share based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year
Paul Jones, CEO	Nil	Nil	Nil
Kyle Appleby, CFO	Nil	Nil	Nil

***Pension Plan Benefits***

The Corporation does not maintain any defined benefit or defined contribution plans or any other retirement plans.

***Deferred Compensation Plans***

The Corporation does not maintain any deferred compensation plans.

***Termination and Change of Control Benefits***

The Corporation has no termination and change of control benefits in place.

**Director Compensation**

Directors may also receive options to purchase Common Shares as recommended by the Compensation Committee and determined by the Board. The exercise price of such options is determined by the Board, but shall in no event be less than the market price of the Common Shares at the time of grant of the options. Please see “Securities Authorized for Issuance under Equity Compensation Plans- Long-Term Incentives – Stock Option Plan” (below) for a description of the stock option plan.

#### ***Director Compensation Table***

The Corporation currently has three directors, one of which was an NEO for the recently completed fiscal year ended December 31, 2024. For a description of the compensation paid to the Corporation’s NEO who also acts as a director, see “Summary Compensation Table” above.

The following table sets forth the compensation awarded, paid to or earned by the directors of the Corporation during the most recently completed fiscal year ended December 31, 2024. Directors of the Corporation that are also officers or employees of the Corporation are not compensated for service on the Board of Directors.

<b>Name</b>	<b>Fees Earned</b>	<b>Share-based Awards</b>	<b>Option-based Awards</b>	<b>Non-equity Incentive Plan Compensation</b>	<b>Pension Value</b>	<b>All Other Compensation</b>	<b>Total Compensation</b>
Bob Wardell	\$ 23,000	\$ nil	\$ 6,000	\$ nil	\$ nil	\$ nil	\$ 29,000
Alastair Neill	\$ 9,750	\$ nil	\$ nil	\$ nil	\$ nil	\$ nil	\$9,750
Jim Franklin <sup>(1)</sup>	\$ 9,750	\$ nil	\$ 6,000	\$ nil	\$ nil	\$ nil	\$15,750

**Note:**

(1) Mr. Franklin passed away in June, 2024

All “Fees Earned” have been accrued. No “Fees Earned” have been paid in cash to directors for the past several fiscal years. In addition to these fees, the directors are typically compensated through the granting of stock options to encourage retention and more closely align the interests of the directors with the interests of shareholders while at the same time not drawing on the limited cash resources of the Corporation. The Compensation Committee expects to review the director fees this fiscal year.

#### **Incentive Plan Awards**

The table below shows the number of stock options outstanding for each director and their value at December 31, 2024 based on the last trade of the Common Shares on the CSE prior to the close of business on December 31, 2024 of \$0.005.

#### ***Outstanding Share-Based Awards and Option-Based Awards***

The following table sets forth the outstanding option and share based awards of directors of the Corporation as of December 31, 2024.

*Incentive Plan Awards – Value vested or earned during the year*

	<b>Option-based awards</b>	<b>Share-based awards</b>
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Name	Number of Securities Underlying Unexercised Options	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-Money Options <sup>(1)</sup> (\$)	Number of Shares or Units of Shares that Have Not Vested (\$)	Market or Payout Value of Share-Based Awards that Have Not Vested (\$)	Market or payout value of vested share-based awards not paid out or distributed
Robert Wardell	1,500,000	0.015	2026-08-23	Nil	n/a	n/a	n/a
	1,200,000	0.005	2028-03-01	Nil	n/a	n/a	n/a
	2,100,000	0.005	2025-11-17	Nil	n/a	n/a	n/a
	833,334	0.015	2026-04-22	Nil	n/a	n/a	n/a
	1,750,000	0.015	2026-05-10	Nil	n/a	n/a	n/a
	1,200,000	0.005	2029-05-30	Nil	n/a	n/a	n/a
Alastair Neill	1,200,000	0.005	2028-03-01	Nil	n/a	n/a	n/a

Note:

- (1) Calculated based on the difference between the market value of the Common Shares on the applicable date of vesting and the applicable exercise price of the Options which vested.

### ***Incentive Plan Awards – Value Vested or Earned During the Year***

The following table sets forth the value vested of option and share based awards of the directors of the Corporation during the year ended December 31, 2024.

Name	Option-Based Awards – Value Vested During the Year (\$)	Share-Based Awards – Value Vested During the Year (\$)	Non-Equity Incentive Plan Compensation – Value Earned During the Year (\$)
Robert Wardell	Nil	N/A	N/A
Jim Franklin	Nil	N/A	N/A
Alastair Neill	Nil	N/A	N/A

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table provides information as of December 31, 2024 with respect to Common Shares authorized for issuance under equity compensation plans.

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)</u>	<u>Weighted-average exercise price of outstanding options, warrants and rights (b)</u>	<u>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (c)</u>
Equity compensation plans approved by securityholders	82,499,311	\$0.01	9,357,764 <sup>(1)</sup>
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
<b>Total</b>	82,499,311	\$0.01	9,357,764

**Notes:**

- (1) The Stock Option Plan provides for the issuance of options to purchase up to an aggregate of 15% of the issued and outstanding Common Shares.

**Long-term Incentives – Stock Option Plan.** The Compensation Committee, believes that stock options encourage the Corporation’s (or its subsidiaries’) directors, senior officers, employees and consultants (together with any personal holding corporation controlled by an officer or director of the Corporation or any of its subsidiaries, collectively “**Eligible Persons**”) to own and hold shares in the Corporation and tie their long-term interests directly to those of the shareholders. Under the terms of the Stock Option Plan, the Board of Directors, acting on the recommendations of the Compensation Committee may designate employees, including directors and senior officers, and consultants eligible to receive options to acquire such numbers of Common Shares as the Board of Directors determines, at the then current trading price, being the closing price of the Common Shares on the trading day immediately preceding the date of the grant. When awarding options, consideration is given to the exercise price of the aggregate options that would be held by an individual after the award under consideration is made. In determining the individual grants, the Board considers the following factors: the employee’s, consultant’s or senior officer’s performance and contribution to the Corporation’s success; relative position; years of service; and, past equity grants.

The maximum number of Common Shares issuable under the Stock Option Plan shall not exceed 15% of Common Shares issued and outstanding (calculated on a non-diluted basis) from time to time. As at the date hereof, 82,499,311 options to acquire Common Shares were outstanding, representing 13.4% of the Corporation’s issued and outstanding Common Shares as of the date hereof, leaving an additional 9,357,764 Common Shares, representing 1.52% of the Corporation’s issued and outstanding Common Shares as at the date hereof, available for issuance pursuant to grants of options under the Stock Option Plan. The maximum number of Common Shares which may be reserved for issuance to any one person under the Stock Option Plan is 5% of the Common Shares outstanding at the time of the grant (calculated on a non-diluted basis) less the number of shares reserved for issuance to such person under any other option to purchase Common Shares from treasury granted as a compensation or incentive mechanism. Any Common Shares subject to an option granted under the Stock Option Plan, which for any reason is exercised or surrendered, cancelled or terminated prior to exercise, will be available for a subsequent grant under the Stock Option Plan, effectively resulting in a re-loading of the number of Common Shares available for grant under the Stock Option Plan. The option price of any Common Shares cannot be less than the closing price of the shares on the trading day immediately preceding the day upon which the option is granted.

Options granted under the Stock Option Plan may be exercised during a period not exceeding ten (10) years, subject to earlier termination upon the termination of the optionee’s employment, upon the optionee ceasing to be an employee, senior officer, director or consultant of the Corporation or any of its subsidiaries, as applicable, or upon the optionee retiring, becoming permanently disabled or upon death. Any option granted pursuant to the Stock Option Plan, to the extent not validly exercised, will terminate on the earlier of the following dates:

- (i) the date of expiration specified in the option agreement or in the resolution of the Board granting such option, as the case may be, provided that if the termination date of an option falls during or within three business days of a blackout period, during which the policies of the Corporation prevent persons in a “special relationship” with the Corporation from trading in the

securities of the Corporation, the expiry date for the option will be extended for an additional period expiring on the tenth (10<sup>th</sup>) business day following the end of the blackout period;

(ii) ninety (90) days after the participant ceases to be an Eligible Person, other than by reason of retirement, permanent disability or death, regardless of whether the participant was dismissed with or without cause and regardless of whether the participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the option to vest with the participant;

(iii) one hundred and eighty (180) days after the date of the death of the participant during which period the option may be exercised by the participant's legal representative or the person or persons to whom the deceased participant's rights under the option shall pass by will or the applicable laws of descent and distribution, and only to the extent the participant would have been entitled to exercise the option on the date of death; and

(iv) ninety (90) days after termination of the participant's employment by reason of permanent disability or retirement under any retirement plan of the Corporation or any of its subsidiaries, during which ninety (90) day period the participant may exercise the option to the extent he was entitled to exercise it at the time of such termination, provided that if the participant shall die within such ninety (90) day period, then such right shall be extended to ninety (90) days following the date of death of the participant and shall be exercisable only by the persons described in paragraph (iii) above and only to the extent described therein.

The Board of Directors may determine that the date or dates of the vesting of any options issued under the Stock Option Plan shall be a future date or dates determined in the manner specified in such resolution. The options are non-transferable, other than pursuant to a will or by the laws of descent and distribution.

The Stock Option Plan contains provisions for adjustment in the number of shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Common Shares, a reorganization, a merger or other relevant changes in the Corporation's capitalization. The Board of Directors may terminate the Stock Option Plan at any time.

By its terms, the Stock Option Plan may be amended by the Board without the consent of the shareholders, to the extent that such amendments relate to: (a) complying with the requirements of any applicable regulatory authority; (b) complying with the rules, policies and notices of any stock exchange on which the Corporation's securities are listed; (c) altering, extending or accelerating the terms and conditions of vesting of any options; (d) extending the term of options held by a person other than a person who, at the time of the extension, is an insider of the Corporation; (e) determining, subject to all applicable regulatory requirements, that the provisions of the Stock Option Plan concerning the effect of termination of a participant's status as an Eligible Person under the Stock Option Plan shall not apply to a participant for any reason acceptable to the Board; (f) accelerating the expiry date of any options; (g) amending the definitions contained within the Stock Option Plan; (h) amending the categories of persons who are Eligible Persons and entitled to be granted options pursuant to the Stock Option Plan; (i) allowing the grant of short-term financial assistance to participants for the purpose of exercising options granted under the Stock Option Plan, subject to compliance with all applicable regulatory requirements; (j) authorizing the addition or modification of a cashless exercise feature, payable in cash or Common Shares, which provides for a full deduction of the number of underlying securities from the Stock Option Plan reserve; (k) the assignability or transferability of options, with respect to Eligible Persons generally and/or with respect to any participant; (l) amending or modifying the mechanics of exercise of options; and (m) amendments of a "housekeeping" nature, including, without limitation, amending the wording of any provisions of the Stock Option Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Stock Option Plan that is inconsistent with any other provision of the Stock Option Plan.

The Stock Option Plan provides that the Corporation may provide financial assistance in respect of options granted under the Stock Option Plan by means of loans to optionees. Under the terms of the Stock Option Plan the Corporation may, but is not obligated to, loan an optionee the funds required to exercise any particular option. The Stock Option Plan provides any such loan will be for a term not exceeding ten years and will be non-interest bearing. Any such loan will be repayable at maturity or upon earlier termination of the option, including the death or retirement of the optionee. Any loans made under the Stock Option Plan are to be secured by a pledge of the shares acquired upon the exercise of the option exercised being lodged with a trustee for such purposes.

In the event that any loan amount is not fully repaid when due the trustee holding the pledged shares is entitled to realize on the shares being held by it as security for the loan.

Loans made under the Stock Option Plan are “non-recourse loans” and, as a result, the sole remedy of the Corporation in the event of a default is to realize on the shares being held as security as described above. Thus, in the event there is a shortfall between the loan amount and any such proceeds of realization, the optionee will not be liable for any such shortfall. The Stock Option Plan provides that any shares issued pursuant to loans made under the Stock Option Plan may be sold by the optionee from time to time provided that an amount equal to the aggregate option exercise price or the balance of the loan is applied in repayment of the loan. Any financial assistance so provided under the Stock Option Plan will be subject to and made in accordance with all applicable laws and regulatory policies at the time of making the loan. At present, no loans are outstanding under these provisions.

**Long-term Incentives - Share Incentive Plan.** The Share Incentive Plan includes both the Share Purchase Plan and the Share Bonus Plan.

The purpose of the Share Incentive Plan is to encourage ownership of the Common Shares by directors, senior officers and employees of the Corporation and its designated affiliates and consultants who are primarily responsible for the management and profitable growth of its business, and to advance the interests of the Corporation by providing additional incentive for superior performance by such persons and to enable the Corporation and its designated affiliates to attract and retain valued directors, officers, employees and consultants.

When awarding Common Shares under the Share Incentive Plan, consideration is given to the number of options, under the Stock Option Plan, and the number of Common Shares that would be held by an individual after the award under consideration is made. In determining the individual awards, consideration is given to the following factors: the employee’s, consultant’s or senior officer’s performance and contribution to the Corporation’s success, relative position, years of service and past equity grants.

Under the Share Purchase Plan, eligible directors, senior officers and employees of the Corporation and its designated affiliates and consultants can contribute up to 10% of their annual basic salary before deductions to purchase Common Shares. The Corporation matches each participant’s contribution. The purchase price per Common Share is the volume weighted-average of the trading prices of the Common Shares on an exchange for the calendar quarter in respect of which the Common Shares are issued. Common shares acquired are held in safekeeping and delivered to employees as soon as practicable following March 31, June 30, September 30 and December 31 in each calendar year. The maximum number of Common Shares issuable under the Share Purchase Plan is the lesser of: (i) that number of Common Shares that can be purchased with a dollar amount equal to 20% of the annual gross annual salary of the Participants (as defined in the Share Incentive Plan); and (ii) 1% of the aggregate number of issued and outstanding Common Shares (calculated on a non-diluted basis) from time to time.

Participation in the Share Purchase Plan is subject to earlier termination upon the termination of the participant’s employment, upon the participant ceasing to be an employee, senior officer or consultant of the Corporation or any of its designated affiliates, as applicable, or upon the participant retiring, becoming permanently disabled or upon death. The right to participate in the Share Incentive Plan is non-assignable and non-transferable, other than pursuant to a will or by the laws of descent and distribution.

The Corporation’s Share Bonus Plan permits Common Shares to be issued as a discretionary bonus to eligible directors, senior officers and employees of the Corporation and its designated affiliates, and consultants designated from time to time. For the year ended December 31, 2024, the Corporation issued no Common Shares under the Share Bonus Plan.

The Share Incentive Plan contains provisions for adjustment in the number of shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Common Shares, a reorganization, a merger or other relevant changes in the Corporation’s capitalization. Any amendments to the Share Incentive Plan are subject to the approval of shareholders and applicable stock exchanges and regulatory authorities, including amendments to increase the maximum number of securities issuable under the Share Incentive Plan and amendments to the amending provisions of the Share Incentive Plan. The Board of Directors may terminate the Share Incentive Plan at any time. 3,415,889 Common Shares have been issued since the inception of the Share Incentive Plan (of which 3,415,889

Common Shares have been issued pursuant to the Share Bonus Plan and none of have been issued pursuant to the Share Purchase Plan).

#### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

Since the beginning of the Corporation's most recently completed financial year there is no, and there has not been any, outstanding indebtedness owing to the Corporation or any subsidiary of the Corporation or any other entity where such indebtedness has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries in connection with a purchase of securities or otherwise by: (i) any director, executive officer or employee of the Corporation or any of its subsidiaries; (ii) any former director, executive officer or employee of the Corporation or any of its subsidiaries; (iii) any proposed nominee for election as a director of the Corporation; (iv) any associate of any individual who is, or at any time during the Corporation's most recently completed financial year was, a director or executive officer of the Corporation; or (v) any associate of any proposed nominee for election as a director of the Corporation.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

None of the insiders of the Corporation or the associates or affiliates of those persons has any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

#### **INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

No person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last completed financial year, and no proposed nominee for election as a director of the Corporation, nor any associate or affiliate of any such director, executive officer or proposed nominee has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, except as disclosed herein.

#### **MANAGEMENT CONTRACTS**

There are no management functions of the Corporation or its subsidiaries which are to any substantial degree performed by a person or company other than the directors or executive officers of the Corporation or its subsidiaries (or private companies controlled by them, either directly or indirectly).

#### **CORPORATE GOVERNANCE PRACTICES**

##### **Board of Directors**

Pursuant to National Instrument ("NI 58-101"), a director is independent if the director has no direct or indirect material relationship with the Corporation which could, in the view of the Corporation's Board of Directors, be reasonably expected to interfere with the exercise of a member's independent judgment. The Board of Directors is currently comprised of three members, a majority of whom the Board has determined are "independent" directors within the meaning of NI 58-101.

In particular, two of the three current members are considered independent directors for the purposes of NI 58-101. Mr. Jones is not an independent director, as he is also an executive officer of the Corporation.

None of the current directors/nominees have directorships in other public issuers:

The business and affairs of the Corporation are managed by the Board. The Board holds regular meetings to review the business and affairs of the Corporation and to make any decisions relating thereto. Mr. Jones serves as Chair.



When conflicts do arise, interested parties are precluded from voting on matters in which they may have an interest. As may be deemed necessary by the Chair and/or the independent directors, the independent directors of the Board convene meetings of the independent directors, at which non-independent directors and members of management are not in attendance. To enhance its ability to act independently of management, the Board may meet in the absence of members of management and the non-independent director(s) or may excuse such persons from all or a portion of any meeting where a potential conflict of interest arises or where otherwise appropriate. The Board held no meetings of the independent directors in the absence of members of management and the non-independent directors from January 1, 2024 to the date hereof, however when deemed appropriate during Board meetings, members of management and non-independent directors were excused to facilitate discussion by Board members and/or committees of the Board independent of management.

The primary functions of the Chair are to facilitate the operations and deliberations of the Board and the fulfilment of the Board's role and responsibilities under its mandate (discussed below). The Chair is accountable to the Board and acts as a direct liaison between the Board and management of the Corporation through the Chief Executive Officer.

The Board and its committees met as follows from January 1, 2024, the beginning of the Corporation's most recently completed financial year, until the date hereof:

Type of Meeting	Total Meetings
Board Meeting	6
Audit Committee	5
Corporate Governance Committee	0
Compensation Committee	0

The following is the record of attendance for each director at Board meetings since the beginning of the Corporation's financial year ended December 31, 2018 until the date hereof:

Paul Jones – 6/6

Robert Wardell<sup>(1)</sup> – 6/6

Alastair Neill – 4/6

James Franklin<sup>(1)</sup> – 2/6

**Note:**

(1) Mr. Franklin passed away in June, 2024

## Board Mandate

The Board has a mandate to set the strategic direction of the Corporation and to oversee its implementation by management of the Corporation. The Board Charter is as follows:

- (a) to the extent feasible, the Board must satisfy itself as to the integrity of the CEO and other executive officers of the Corporation and that the CEO and other executive officers create a culture of integrity throughout the organization as articulated in the Corporation's Code of Business Conduct and Ethics;
- (b) adopting a strategic planning process and approving, on at least an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of the business;
- (c) identification of the principal risks of the Corporation's business and ensuring the implementation of appropriate systems to manage these risks;
- (d) succession planning including the appointment, training and monitoring of senior management;
- (e) adoption of a disclosure policy which policy will be in compliance with National Policy 51-201 and updated to remain in compliance as a result of any amendments thereto;

- (f) the periodic review and approval of internal control and management information systems;
- (g) participation in the development of the Corporation's approach to corporate governance, including the development of and on-going monitoring of a set of corporate governance principles and guidelines in compliance with NI 58-101 and any amendments thereto;
- (h) ensuring that measures for receiving feedback from stakeholders are in place; and
- (i) ensuring that the responsibilities of directors, including basic duties and responsibilities with respect to attendance at Board meetings and advance review of meeting materials, are fully understood and that individual directors are able to make the requisite time commitment and have the requisite skills and experience to attend to their duties and responsibilities as members of the Board of Directors.

The items listed above serve as the framework for the Mandate of the Board of Directors and will be amended to reflect any amendments made to applicable law and other rules that govern the Corporation's operations.

At a minimum, the Board of Directors meets once in each fiscal quarter. In addition, the Board of Directors meets at other times when matters requiring its approval are raised and the timing is such that it is not prudent or possible to wait for a regularly scheduled quarterly meeting.

### **Position Descriptions**

The Corporation has developed a written position description for the CEO, but not for the Chair and the Chair of each Board committee. The Board has enlisted the CEO to manage the day-to-day strategic and operational affairs of the Corporation. The Board delineates the roles of the Chairmen of each of the Board's committees under the auspices of the respective committee charters. Members of all Board committees are approved by the Board and the Chairmen of those committees are approved by the individual committees.

The CEO reports to the Board, and the Board of Directors responds to and, if it considers appropriate, approves, with such revisions as it may require, corporate objectives and recommended courses of action, which have been brought forward by the CEO and management. The Board of Directors and the CEO review, on a regular basis, the scope and limits of management's responsibilities and powers. In addition to those matters which must be approved by the Board of Directors by law, significant business activities and actions proposed to be taken by the Corporation are subject to Board approval.

Annual capital and operating budgets and significant changes thereto, long range plans, major changes in the organizational structure of the Corporation, annual financial statements, major acquisition and disposal transactions, major financing transactions involving the issuance of shares, debt securities and the like, major banking transactions, long-term contracts with significant cumulative financial commitments, appointment of senior executive officers, benefit plans, stock option plans, issuance of stock options and succession plans are all subject to Board approval or, where appropriate, a duly authorized committee of the directors.

In addition, the Board of Directors is responsible for overseeing the strategic direction of the Corporation, monitoring the performance of the Corporation's assets and assessing opportunities for and risks affecting the Corporation's business and assessing means to effectively deal with the same.

### **Orientation and Continuing Education**

The Corporation currently has an informal orientation and education program for new Board members in order to ensure that new directors are familiarized with the Corporation's business and the procedures of the Board of Directors. In addition, a corporate policies manual and all available information about the Corporation's projects is available to Board members, who are also encouraged to visit the Corporation's project sites as appropriate.

## **Ethical Business Conduct**

The Board has adopted a formal Code of Business Conduct and Ethics for directors, officers and employees.

The Board does not formally monitor compliance with the Code. Management is expected to report any breaches of the Code to the Board. Additionally, the Code also provides a process by which actual or potential violations of its provisions are to be reported to the President or CFO and confirms that there will not be any reprisals against an individual who does so in good faith.

There has been no material change reports filed pertaining to conduct of a director or executive officer that constitutes a departure from the Code.

## **Nomination of Directors**

The Board of Directors has a Corporate Governance and Nominating Committee which identifies and recommends new potential directors to the Board of Directors. The current members of the Corporate Governance and Nominating Committee are Mr. Jones (Chair), Mr. Wardell and Mr. Neill.

## **Corporate Governance and Nominating Committee**

In respect of the nomination of directors, the Board is responsible for: (i) establishing competencies and skills that the Board should possess; (ii) assessing competencies and skills of each of the existing directors as well as of the Board as a whole, recognizing the personality and other qualities of each director; (iii) considering the appropriate size of the Board with a view to facilitating effective decision-making; (iv) establishing procedures for identifying possible nominees who are likely to bring the competencies and skills the Corporation needs as a whole; (v) establishing an appropriate review selection process for new nominees for election as directors; (vi) analyzing the needs of the Corporation when vacancies arise and identifying and recommending nominees who meet the needs of the Corporation for election as directors at annual meetings of shareholders; and (vii) establishing procedures for filling in vacancies among the directors.

## **Compensation**

See “Executive Compensation – Compensation Committee” and “Executive Compensation – Compensation Process” (above) for a discussion of senior officer and director compensation and details regarding the oversight of compensation matters and role in compensation determinations.

## **Audit Committee**

The Audit Committee currently consists of Mr. Wardell (Chair), Mr. Neill and Mr. Jones, all of whom are financially literate. Mr. Wardell is a CPA, was a Senior Partner from 1986 to May 2006 with Deloitte & Touche LLP, and has been a Director and on the audit committees of numerous public and private companies. Mr. Jones has over 35 years of management experience with exploration/mining companies. Mr. Neill has been involved with public and private companies in the rare earth sector for almost 30 years. He has held senior management positions responsible for the sale and purchase, product development, marketing, R&D, and business development of several rare earth enterprises in North America and Asia, including spending 10 years on-site in China and Mongolia.

The Audit Committee operates under guidelines established by NI 52-110. In addition to carrying out its statutory legal responsibilities (including review of the Corporation’s annual financial statements), the Audit Committee reviews accounting policies and issues and all financial reporting, including interim financial statements and management’s discussion and analysis in the Corporation’s annual report. The Audit Committee meets with the Corporation’s external auditors (with and without management) as necessary to assist it in the effective discharge of its duties. The Audit Committee also recommends to the Board the firm to be appointed as the Corporation’s auditors and the terms of their remuneration.

A copy of the Corporation's Audit Committee charter is attached as Schedule "A" to this Management Information Circular."

## **Assessments**

The Board of Directors reviews, on an ongoing basis, the effectiveness of the Board as a whole and each of the Board Committees, and the contribution and effectiveness of individual directors. The Chair provides leadership and direction in the workings and effective performance of the Board of Directors. With input from the other directors, the Chair is responsible for reviewing the performance of the Board of Directors for the prior year and setting objectives for the current year.

## **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available on the Internet at [www.sedar.com](http://www.sedar.com). Financial information relating to the Corporation is provided in the Corporation's comparative financial statements and related management's discussion and analysis ("MD&A") for the year ended December 31, 2024. To request copies of the Corporation's financial statements and related MD&A, please contact the Corporation at:

Nuinsco Resources Limited  
4100-66 Wellington St., TD Bank Tower,  
Toronto, Ontario  
M5K 1E6  
E: [admin@nuinsco.ca](mailto:admin@nuinsco.ca)

## **APPROVAL**

The undersigned hereby certifies that the contents of this Management Information Circular and the sending thereof to the shareholders have been approved by the Board of Directors of the Corporation.

**DATED** August 15, 2025

By Order of the Board of Directors  
(Signed) "Paul Jones"  
Paul Jones  
Chair

## **SCHEDULE “A”**

### **PURPOSE OF THE AUDIT COMMITTEE**

The purpose of the Audit Committee is to fulfill the applicable public company audit committee legal and regulatory obligations and to provide assistance to the Board of Directors (“the Board”) to enable it to fulfill its oversight responsibilities in relation to the financial reporting process, the system of internal controls and the audit process and management of significant risks to Nuinsco Resources Limited (“the “Corporation”), as they relate to financial reporting.

#### ***Audit Committee Mandate***

The Audit Committee (the "Committee") is appointed by the Board to assist the Board in fulfilling its oversight responsibilities of the Corporation. In so doing, the Committee provides an avenue of communication among the external auditors, management and the Board.

The Committee's purpose is to ensure the integrity of financial reporting and the audit process, and that sound risk management and internal control systems are developed and maintained. In pursuing these objectives the Audit Committee oversees relations with the external auditors, and reviews the effectiveness of the internal audit function.

### **STRUCTURE OF THE COMMITTEE**

#### ***Composition***

The Audit Committee is a standing committee of the Board and will be composed of not less than three directors, none of whom will be a Corporate Officer, related party or employee of the Corporation.

#### ***Quorum***

A quorum of the Committee will be a majority of members present in person, by telephone or any combination thereof.

#### ***Appointment of Members and Chair***

Members of the Committee shall be appointed by the Board annually on the recommendation of the Corporate Governance & Nominating Committee to hold office at the pleasure of the Board. No more than two members of the Committee will resign from the Committee in any given year.

#### ***Chair***

The Board shall appoint one of the members as the Committee Chair. In the absence of the Chair from any meeting, the Committee shall appoint a member to be the Chair for the purposes of the conduct of that meeting.

#### ***Qualification of Members***

Members of the Committee shall meet applicable requirements and guidelines for audit committee service, including requirements and guidelines with respect to being independent and unrelated to the Corporation and to having accounting or related financial management expertise and financial literacy.

The determination as to whether a particular Director satisfies the requirements for membership on the Audit Committee shall be made by the full Board.

#### ***Vacancy***

A vacancy occurring in the membership of the Committee may be filled by the Board at its discretion, but in any event, the Board shall fill any vacancy to ensure a minimum of three members on the Committee at all times.

### ***Compensation for Committee Members***

No Committee member shall receive any non-expense compensation for services from the Corporation other than what that member is entitled to as a member of the Board or as a Committee member.

### ***Number and Timing of Meetings***

The Audit Committee meets at least four times a year, with meetings being scheduled to permit timely review of quarterly and annual financial statements. Additional meetings may be held at the discretion of the Chair or at the request of a member, external auditors or management.

### ***Secretary***

A secretary shall be designated and that person shall act as recording secretary for the Committee and produce Minutes of the meetings.

### ***Meetings with Management and External Auditors***

The Committee shall meet separately with management at least once per quarter and shall meet with external auditors at such other times as the Committee deems appropriate.

### ***Notice and Place of Meetings***

Notice of time and place of meetings shall be communicated to members of the Committee no less than 24 hours prior to the time set for the meeting, provided that any member may waive such notice.

A member of the Committee who attends a meeting for the purpose of objecting to whether the meeting was lawfully called shall not be considered to have waived required notice.

### ***Invitees***

By invitation of the Chair, individuals who are not members of the Committee may attend meetings from time to time and may participate in discussions related to issues before the Committee.

### ***Minutes and Procedures of Meetings***

Subject to statutory requirements and by-laws of the Corporation, the Committee may set its own procedures at meetings, keep records of its proceedings and report to the Board when the Committee considers it appropriate, but in any event not later than the next Board meeting. Minutes of the Committee meeting shall be tabled at the next Board of Directors meeting.

### ***Delegation of Responsibilities***

The Committee may delegate to any person or committee of persons any of the Committee's responsibilities that may be lawfully delegated.

### ***External Auditors***

External auditors are ultimately accountable to the Board and shall report directly to the Audit Committee. The external auditors are accountable to the Board and the Audit Committee as representatives of the shareholders

## ***Mandate***

The Committee will review and reassess the adequacy of the Audit Committee Mandate on an annual basis to ensure that it accurately specifies the scope of the Committee's responsibilities and adequately sets out how it carries out those responsibilities.

## **PRIMARY RESPONSIBILITIES OF THE COMMITTEE**

The Committee's primary duties and responsibilities are as follows:

- Review and recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation; and the compensation to be paid to the external auditor.
- Assume direct responsibility for overseeing the work of the external auditors engaged to prepare or issue an audit report or perform other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditors regarding financial reporting.
- Pre-approve all non-audit services to be provided to the Corporation or its subsidiary entities by its external auditors.
- Review the Corporation's financial statements, Management Discussion and Analysis and annual and interim earnings press releases before such documents are publicly disclosed by the Corporation.
- To satisfy itself that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and periodically assess the adequacy of those procedures.
- Establish procedures for a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.
- Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

## **Authority of the Committee**

The Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties and to set and pay the compensation for any advisors engaged by it. The Committee shall also have the authority to communicate directly with the external auditors.

## **DUTIES OF THE COMMITTEE**

### **Compliance**

The Committee is ultimately responsible for ensuring the Corporation's compliance with legal and regulatory requirements in respect to financial reporting and disclosure.

The Committee, on behalf of the Board, is responsible for monitoring management's actions in this regard to ensure that the Corporation has implemented appropriate systems to identify and monitor the response by Management and the Board of Directors to such issues as:

- Significant business risks.

- Legal, ethical and regulatory compliance.
- Internal systems of control and the effectiveness of such internal controls to ensure compliance with policies and procedures.

### **Meetings**

Preparing minutes of all of its meetings and submitting same to the Board of Directors for approval and having the Chair of the Audit Committee report to the Board of Directors on all significant issues addressed at the Audit Committee meeting.

Reviewing the interim and annual financial statements as well as the Corporation's financial disclosures and related party transactions.

### **Internal Controls**

The Committee is responsible for maintaining the integrity and quality of the Corporation's financial reporting and systems of internal control by overseeing management's system of internal control and reporting process in respect to those controls.

### **External Auditors**

- Reviewing and ensuring the qualifications and independence of the Corporation's external auditors.
- Making recommendations to the Board in respect of appointment or re-appointment of external auditors for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation and making recommendations to the Board of Directors on the compensation for the external auditor.
- Overseeing and evaluating the performance of the external auditors.
- Reviewing the annual audit plan prepared by outside auditors and Management (CFO and CEO) in addition to proposed audit fees.
- Reviewing the external audit process and determining whether it has been effectively carried out and whether any matters that the external auditors wish to bring to the attention of the Board have been afforded adequate attention.
- Assessing the external audit function with a view to whether external auditors should be appointed or re-appointed. Such responsibility of the Committee shall include the appointment, retention, termination, compensation and oversight of the external audit function.
- Pre-approving all auditing services and non-audit services to be performed for the Corporation by the external auditors.
- Meeting separately with internal audit and management at least quarterly, and external audit as appropriate, to assess issues and make determinations on whether issues need to be taken to the Board for review and assessment.
- Evaluating independence of the external auditor in accordance with Canadian professional requirements, and determining whether disclosed relationships or services may impact the objectivity and independence of the auditors and whether such independence has been documented in written correspondence to the Committee.



- Overseeing any work of the external auditor that includes the resolution of disagreements regarding financial reporting between management and the external auditors.
- Evaluating the external audit process and determining whether the external audit has been completed in accordance with applicable law.

### **Financial Reporting**

- Reviewing annual and interim financial statements of the Corporation.
- Reviewing changes in significant accounting policies and evaluates impact on the current and future financial statements of the Corporation.
- Preparing, if required, an Audit Committee report for inclusion in the Corporation's annual management proxy circular in accordance with applicable rules and regulations.
- Ensuring the effectiveness of disclosure controls and procedures to ensure material information potentially requiring public disclosure is made known in a timely fashion to senior officers of the Corporation.
- Being satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and periodically assessing the adequacy of those procedures.
- Reviewing and recommending to the Board of Directors for approval the public release and filing of any annual audited consolidated financial statements and quarterly unaudited consolidated financial statements of the Corporation, including news releases and management's discussion and analysis (MD&A).
- Reviewing the information contained in the Corporation's quarterly reports, annual report to shareholders, MD&A, Annual Information Form (AIF), prospectuses and other disclosures determining if such information is complete and fairly presented.
- Reviewing material litigation and tax assessments in order to determine if any such matters may have a material impact on the financial position of the Corporation.
- Considering the Corporation's annual financial statements and ascertaining after a review with external auditors and management whether they are presented fairly in all material respects in accordance with generally accepted accounting principles, whether the selection of accounting policies is appropriate and whether the annual financial statements are recommended to the Board of Directors.

### **Reviewing Terms of Reference and Committee's Performance**

The Committee should routinely assess its effectiveness against the mandate and shall report regularly to the Corporate Governance & Nominating Committee and Board of Directors on that assessment.

### **Reviewing Reports to Shareholders**

When required by applicable statute or regulation, the Committee shall prepare reports to shareholders regarding the activities undertaken in the discharge of its responsibilities. A report will be prepared by the Audit Committee for inclusion in the annual report as required.

### **MEETINGS AND OPERATING PROCEDURES**

- In the absence of the Chair of the Committee, the members shall appoint an acting Chair.

- A copy of the minutes of each meeting of the Committee shall be provided to each member of the Committee and to each Director of the Corporation in a timely fashion.
- The Chair of the Committee shall prepare and/or approve an agenda in advance of each meeting.
- The Committee, in consultation with management and the external auditors, shall develop and participate in a process for review of important financial topics that have the potential to impact the Corporation's financial policies and disclosures.
- The Committee shall communicate its expectations to management and the external auditors with respect to the nature, timing and extent of its information needs. The Committee expects that written materials will be received from management and the external auditors in advance of meeting dates.
- The Committee should meet privately in executive session at least quarterly with management, with the external auditors as appropriate and as a committee to discuss any matters that the Committee or each of these groups believes should be discussed.
- In addition, the Committee or at least its Chair should communicate with management quarterly and with the external auditors as appropriate to review the Corporation's financial statements and significant findings based upon the auditor's limited review procedures.
- The Committee shall annually review, discuss and assess its own performance. In addition, the Committee shall periodically review its role and responsibilities.
- The Committee expects that, in discharging their responsibilities to the shareholders, the external auditors shall be accountable to the Board through the Committee. The external auditors shall report all material issues or potentially material issues to the Committee.

The Committee shall review and reassess the adequacy of this Charter at least annually, submit it to the Board for approval and ensure that it is in compliance with the exchange and OSC regulations.

#### GENERAL

In addition to the responsibilities and duties of the Committee stated above, the Committee shall attend to the following items;

- Review the Corporation's hiring policies regarding employees and former employees of the present and former external auditors of the Corporation. Review business practices undertaken by senior management to assess appropriateness with corporate policies.
- Review complaints procedures and whether they adequately track and record complaints to the Corporation regarding accounting, internal accounting or auditing matters.
- Engage and pay independent counsel and other special advisors as it deems necessary from time to time in order to carry out Audit Committee duties.
- Investigate any activity of the Corporation as it deems appropriate. All employees of the Corporation are required to cooperate with the efforts or enquiries of the Committee.
- Retain persons having special expertise to assist it in the performance of its duties.
- Communicate with the Board to ensure sufficient funding for the Audit Committee to permit it to fulfill its responsibilities.

- Make provision for confidential, anonymous submission by employees of the Corporation of concerns regarding accounting, internal accounting controls or auditing matters, ensuring that the existing processes adequately provide for such submission and establishing a process whereby the external auditor will receive timely notice of any such submission.
- Review at least annually the risk management and insurance programs
- Review any issues referred to the Committee by the Board of Directors.

The procedures set forth herein have been set out as guidelines only as opposed to inflexible rules and the Committee may alter these procedures as it deems necessary in order to perform its responsibilities.

## SCHEDULE "B"

### NUINSCO RESOURCES LIMITED

#### AMENDED AND RESTATED STOCK OPTION PLAN

(amended and restated as of April 27, 2018)

#### 1. INTERPRETATION:

For the purposes of this Plan, the following terms shall have the following meanings:

- (a) "Act" means the *Securities Act* (Ontario);
- (b) "Black Out Period" means any period during which a policy of the Company prevents certain persons designated by said policy from trading in the securities of the Company;
- (c) "Board" means the board of directors of the Company;
- (d) "Business Day" means any day, other than a day that is a Saturday, Sunday or statutory holiday in Toronto, Ontario or upon which an exchange on which the Company's Shares are trading, if any, is closed for trading;
- (e) "Company" means Nuinsco Resources Limited;
- (f) "Consultant" means an individual (including an individual whose services are contracted through a personal holding corporation) with whom the Company or a subsidiary has a contract for management or consulting services;
- (g) "Discontinued Plan" means the stock option plan of the Company in existence prior to the Effective Date;
- (h) "Effective Date" means the date of Adoption of this Plan by the Board, namely January 23, 1995;
- (i) "Eligible Person" means, subject to all applicable laws, any employee, senior officer, director or Consultant of the Company or any Subsidiary or any personal holding corporation controlled by an officer or director of the Company or any Subsidiary;
- (j) "Insider" means an "insider" as defined in Section 1(1) of the Act;
- (k) "Option" means an option to purchase Shares granted to an Eligible Person pursuant to the terms of the Plan;
- (l) "Optionee" means an Eligible Person to whom an Option has been granted and who continues to hold such Option;
- (m) "Participant" means Eligible Persons to whom Options have been granted;
- (n) "Plan" means this Share Option Plan of the Company;
- (o) "Shares" means the common shares of the Company;

(p) “**Subsidiary**” means any company that is a subsidiary of the Company as defined under Section 1(4) of the Act;

(q) “**Termination Date**” means the date on which a Participant ceases to be an Eligible Person; and

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

This Plan and all matter which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

2. **PURPOSE:** The purpose of this Plan is to encourage ownership of the Shares by directors, officers and employees of the Company, and its Subsidiaries thereof and Consultants, who are primarily responsible for the management and profitable growth of its business and to advance the interests of the Company by providing additional incentive for superior performance by such persons and to enable the Company and its Subsidiaries to attract and retain valued directors, officers, employees and Consultants.
3. **ADMINISTRATION:** The Plan shall be administered by the Board. Subject to the limitations of the Plan, the Board shall have the authority:
  - (a) to grant options to purchase Shares to Eligible Persons;
  - (b) to determine the terms, limitations, restrictions and conditions respecting such grants;
  - (c) to interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem advisable, and
  - (d) to make all other determinations and to take all other actions in connection with the implementation and administration of the Plan as it may deem necessary or advisable.

The Board’s guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Company and all other persons.

4. **SHARES SUBJECT TO THE PLAN:** The maximum number of Shares which may be reserved and set aside for issue under this Plan shall not exceed 15% of the aggregate number of Shares issued and outstanding (calculated on a non-diluted basis) from time to time; provided that the Board shall have the right, from time to time, to increase such number subject to the approval of the shareholders of the Company. The maximum number of Shares which may be reserved for issuance to any one person under the Plan shall be 5% of the Shares outstanding at the time of the grant (on a non-diluted basis) less the aggregate number of Shares reserved for issuance to such person under any other option to purchase Shares from treasury granted as a compensation or incentive mechanism.

Any Shares subject to an Option which for any reason is surrendered, cancelled or terminated or expires without having been exercised shall again be available for subsequent grant under the Plan. No fractional Shares shall be issued, and the Board may determine the manner in which fractional share value shall be treated.

5. **PARTICIPATION:** Options shall be granted under the Plan only to Eligible Persons designated from time to time by the Board and shall be subject to the approval of such regulatory authorities as may have jurisdiction.
6. **TERMS AND CONDITIONS OF OPTIONS:** The terms and conditions of each option granted under the Plan (an “Option”) shall include the following, as well as such other provisions, not inconsistent with the Plan, as may be deemed advisable by the Board including those contained in any stock option agreement entered into between the Company and an Participant:

- (a) *Option Price:* The option price of any Shares in respect of which an Option may be granted shall be fixed by the Board but shall be not less than the market price of the Shares at the time the Option is granted. For the purpose of this subparagraph 6(a), “market price” shall be deemed to be the closing price as reported by an exchange on which the Company’s Shares are trading, if any, on the day immediately preceding the day upon which the Option is granted, or if not so traded, the average between the closing bid and asked prices thereof as reported for the day immediately preceding the day upon which the Option is granted. In the resolution allocating any Option, the Board may determine that (i) the date of grant of the Option shall be a future date determined in the manner specified in such resolution, in which case, for the purpose of this subparagraph 6(a), “market price” shall be deemed to be the weighted average trading price of the Shares as reported by an exchange on which the Company’s Shares are trading, if any, for the five (5) trading days preceding the date of the grant, and (ii) the date or dates of the vesting of the Option shall be a future date or dates determined in the manner specified in such resolution. The Board may also determine that the option price per share may escalate at a specified rate dependent upon the date on which any Option may be exercised by the Participant.
- (b) *Payment:* The full purchase price of Shares purchased under an Option shall be paid in cash or certified funds upon the exercise thereof, and upon receipt of payment in full, but subject to the terms of the Plan, the number of Shares in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable. A holder of an Option shall have none of the rights of a shareholder until the Shares are issued to him.
- (c) *Term of Option:* Options may be granted under this Plan exercisable over a period not exceeding ten (10) years. Each Option shall be subject to earlier termination as provided in subparagraph 6(e).
- (d) *Exercise of Option:* Subject to the provisions contained in subparagraph 6(e), no Option may be exercised unless the Participant is then an Eligible Person. This Plan shall not confer upon the Participant any right with respect to continuation of employment by the Company. Absence on leave approved by an officer of the Company or of any Subsidiary authorized to give such approval shall not be considered an interruption of employment for any purpose of the Plan. Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the transfer agent of the Company at Toronto of written notice of exercise specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the purchase price of the Shares then being purchased.
- (e) *Termination of Options:* Any Option granted pursuant hereto, to the extent not validly exercised, will terminate on the earlier of the following dates:
  - (i) the date of expiration specified in the Option agreement or in the resolution of the Board granting such Option, as the case may be, provided that if the expiry date of an Option falls during or within 3 Business Days of a Black Out Period, the expiry date for the Option will be extended for an additional period expiring on the tenth (10<sup>th</sup>) Business Day following the end of the Black Out Period;
  - (ii) ninety (90) days after the Participant ceases to be an Eligible Person, other than by reason of retirement, permanent disability or death. Without limitation, and for greater certainty only, this provision will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant;
  - (iii) one hundred and eighty (180) days after the date of the death of the Participant during which period the Option may be exercised by the Participant’s legal representative or the person or persons to whom the deceased Participant’s rights under the Option shall pass by

will or the applicable laws of descent and distribution, and only to the extent the Participant would have been entitled to exercise the Option on the date of death; and

- (iv) ninety (90) days after termination of the Participant's employment by reason of permanent disability or retirement under any retirement plan of the Company or any Subsidiary, during which ninety (90) day period the Participant may exercise the Option to the extent he was entitled to exercise it at the time of such termination, provided that if the Participant shall die within such ninety (90) day period, then such right shall be extended to ninety (90) days following the date of death of the Participant and shall be exercisable only by the persons described in clause 6(e)(iii) hereof and only to the extent therein set forth.
- (f) *Nontransferability of Stock Option:* No Option shall be transferable by the Participant other than by will or the laws of descent and distribution and such Option shall be exercisable during his lifetime only by the Participant.
- (g) *Applicable Laws or Regulations:* The Plan, the grant and exercise of Options hereunder and the Company's obligation to sell and deliver Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of any stock exchange on which the Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Company, be required. The Company shall not be obligated by any provision of the Plan or the granting of any Option hereunder to issue or sell Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or the Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Shares hereunder in violation of this provision shall be void. In addition, the Company shall have no obligation to issue any Shares pursuant to the Plan unless such Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Shares are listed for trading. Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws.

## 7. **ADJUSTMENTS IN SHARES SUBJECT TO THE PLAN:**

- (a) *Subdivisions and Redivisions:* In the event of any subdivision or redivision or subdivisions or redivisions of the Shares at any time while any Option is outstanding into a greater number of Shares, the Company shall thereafter deliver at the time of exercise of any Option, in lieu of the number of Shares in respect of which such Option is then being exercised, such greater number of Shares as would result from said subdivision or redivision or subdivisions or redivisions had such Option been exercised before such subdivision or redivision or subdivisions or redivisions without the Participant making any additional payment or giving any other consideration therefor.
- (b) *Consolidations:* In the event of any consolidation or consolidations of the Shares at any time while any Option is outstanding into a lesser number of Shares, the Company shall thereafter deliver, and the Participant shall accept, at the time of exercise of any Option, in lieu of the number of Shares in respect of which such Option is then being exercised, such lesser number of Shares as would result from such consolidation or consolidations had such Option been exercised before such consolidation or consolidations.
- (c) *Reclassifications/Changes:* In the event of any reclassification or change or reclassifications or changes of the Shares at any time while any Option is outstanding, the Company shall thereafter deliver at the time of exercise of any Option hereunder the number of securities of the Company of the appropriate class or classes resulting from said reclassification or change or reclassifications or changes as the Participant would have been entitled to receive in respect of the number of Shares in

respect of which such Option is then being exercised had such Option been exercised before such reclassification or change or reclassifications or changes.

- (d) *Other Capital Reorganizations:* In the event of any capital reorganization of the Company at any time while any Option is outstanding, not otherwise covered in this paragraph 7 or a consolidation, amalgamation or merger with or into any other entity or the sale of the properties and assets as or substantially as an entirety to any other entity, the Participant if he has not exercised his Option prior to the effective date of such reorganization, consolidation, amalgamation, merger or sale, upon the exercise of such Option thereafter, shall be entitled to receive and shall accept in lieu of the number of Shares then subscribed for by him but for the same aggregate consideration payable therefor, the number of other securities or property or of the entity resulting from such merger, amalgamation or consolidation or to which such sale may be made, as the case may be, that the Participant would have been entitled to receive on such capital reorganization, consolidation, amalgamation, merger or sale if, on the record date or the effective date thereof, he had been the registered holder of the number of Shares so subscribed for.
  - (e) If the Company at any time while any Option is outstanding shall pay any stock dividend or stock dividends upon the Shares, the Company will thereafter deliver at the time of exercise of any Option in addition to the number of Shares in respect of which such Option is then being exercised, such additional number of securities of the appropriate class as would have been payable on the Shares so purchased if such Shares had been outstanding on the record date for the payment of such stock dividend or dividends.
  - (f) The Company shall not be obligated to issue fractional Shares in satisfaction of its obligations under the Plan or any Option and the Participant will not be entitled to receive any form of compensation in lieu thereof.
  - (g) If at any time the Company grants to its shareholders the right to subscribe for and purchase *pro rata* additional securities or of any other corporation or entity, there shall be no adjustments made to the number of Shares or other securities subject to the Options in consequence thereof and the Options shall remain unaffected.
  - (h) The adjustment in the number of Shares issuable pursuant to Options provided for in this paragraph 7 shall be cumulative.
  - (i) On the happening of each and every of the foregoing events, the applicable provisions of the Plan and each of them shall, *ipso facto*, be deemed to be amended accordingly and the Board shall take all necessary action so as to make all necessary adjustments in the number and kind of securities subject to any outstanding Options (and the Plan) and the exercise price thereof.
8. **INTEREST-FREE LOANS FOR PURCHASE OF SHARES:** The Board at its sole discretion may include in any Option either at the time of grant or by amendment or supplemental grant a right to exercise the Option and purchase, all or any part of, the Shares subject to such Option with the funds loaned to the Participant by the Company.

A Loan to a Participant for this purpose shall only be made upon receipt by the Company of a legal opinion that the Participant is eligible to receive such loan and shall be made by the Company without interest and shall be evidenced by a non-recourse promissory note (the "Promissory Note") payable in 10 years or upon the termination of the Option as provided in Subsection 6(e) hereof, whichever is earlier.

Any Shares purchased in this manner shall be registered in the name of the Participant and the certificates for such Shares shall be duly endorsed by the Participant and lodged with a trustee as collateral security for the repayment of the Loan. The sole recourse of the Company in the event of default under the Promissory Note shall be to realize on such Shares being held as security.



In the event any payment is due on the Promissory Note and not made, the trustee shall have the right to and, upon receipt of notice in writing from the Company instructing it to do so, shall cause the Shares held as security to be sold forthwith upon such notice, if any, to the Participant as may from time to time be required by any applicable legislation and the proceeds of such sale, after deduction of all costs and expenses including solicitor's fees of such sale, shall be applied to pay any amounts payable under the Promissory Note and any balance remaining thereafter shall be paid to the Participant.

The Participant shall in the event a stock dividend is paid in respect of the Shares, endorse the certificates in respect of such stock dividend and deliver same to the Trustee as additional security for the repayment of the loan.

The Shares may be sold by the Participant at any time provided an amount equivalent to the Option Price per Share sold, or the balance of the loan, whichever is the lesser, is applied in repayment of the loan.

9. **AMENDMENT AND TERMINATION OF PLAN AND OPTIONS:** The Board may amend the Plan at any time, provided, however, that no such amendment may materially and adversely affect any Option previously granted to an Optionee without the consent of the Optionee, except to the extent required by law. Any such amendment shall be subject to all necessary regulatory approvals.

The Board shall have the power and authority to approve amendments relating to the Plan or to Options, without further approval of the shareholders of the Company (the "Shareholders"), to the extent that such amendments relate to:

- (a) complying with the requirements of any applicable regulatory authority;
- (b) complying with the rules, policies and notices of any stock exchange on which the Company's securities are listed;
- (c) altering, extending or accelerating the terms and conditions of vesting of any Options;
- (d) extending the term of Options held by a person other than a person who, at the time of the extension, is an Insider of the Company;
- (e) determining, subject to all applicable regulatory requirements, that the provisions hereof concerning the effect of termination of an Optionee's status as an Eligible Person shall not apply to an Optionee for any reason acceptable to the Board;
- (f) accelerating the expiry date of any Options;
- (g) amending the definitions contained within the Plan;
- (h) amending the categories of persons who are Eligible Persons and entitled to be granted Options pursuant to the Plan;
- (i) allowing the grant of financial assistance to Optionees for the purpose of exercising options granted hereunder, subject to compliance with all applicable regulatory requirements;
- (j) authorizing the addition or modification of a cashless exercise feature, payable in cash or Shares, subject to compliance with all applicable regulatory requirements;
- (k) the assignability or transferability of Options, with respect to Eligible Persons generally and/or with respect to any Participant;

- (l) amending or modifying the mechanics of exercise of Options; and
- (m) amendments of a “housekeeping” nature, including, without limitation, amending the wording of any provisions of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan.

Notwithstanding any other provision of this Plan, the Board may at any time by resolution terminate this Plan.

- 10. **EFFECTIVE DATE AND DURATION OF PLAN:** The Plan becomes effective on the date of its adoption by the Board and Options may be granted immediately thereafter. The Plan shall remain in full force and effect until such time as the Board shall terminate the Plan, and for so long thereafter as Options remain outstanding in favour of any Participant.
- 11. **APPROVAL OF PLAN:** The Plan shall be subject to all necessary regulatory and shareholder approvals. Any Options granted prior to such approvals shall be conditional upon such approvals being obtained and no such Options may be exercised unless and until such approvals have been obtained.

## SCCHEDULE "C"

### SHARE INCENTIVE PLAN

APRIL 13, 2005

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** For purposes of the Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"Act"** means the *Business Corporations Act* (Ontario) or its successor, as amended from time to time;
- (b) **"Aggregate Contribution"** means the aggregate of a Participant's Contribution and the related Corporation's Contribution;
- (c) **"Basic Annual Salary"** means the basic annual remuneration of a Participant from the Corporation and its Designated Affiliates exclusive of any overtime pay, bonuses or allowances of any kind whatsoever or such other amount as may be determined by the Directors from time to time as the Basic Annual Salary of the Participant;
- (d) **"Committee"** means the Directors or, if the Directors so determine in accordance with Section 2.3, the committee of the Directors authorized to administer the Plan;
- (e) **"Common Shares"** means the common shares of the Corporation, as adjusted in accordance with the provisions of Article 6;
- (f) **"Corporation"** means Nuinsco Resources Limited, a corporation existing under the Act;
- (g) **"Corporation's Contribution"** means the amount the Corporation credits a Participant under Section 3.4;
- (h) **"Designated Affiliate"** means the affiliates of the Corporation designated by the Committee for purposes of the Plan from time to time;
- (i) **"Directors"** means the directors of the Corporation from time to time;
- (j) **"Eligible Directors"** means, subject to all applicable laws, the Directors, or the directors of any Designated Affiliate, from time to time;
- (k) **"Eligible Employees"** means, subject to all applicable laws, employees and senior officers, whether Directors or not, and including both full-time and part-time employees, of the Corporation or any Designated Affiliate;
- (l) **"Employment Contract"** means any contract between the Corporation or any Designated Affiliate and any Eligible Employee, Eligible Director or Other Participant relating to, or entered into in connection with, the employment of the Eligible Employee, the appointment or election of the Eligible Director or the engagement of the Other Participant or any other agreement to which the Corporation or a Designated Affiliate is a party with respect to the rights of such Participant in respect of a change in control of the Corporation or the termination of employment, appointment, election or engagement of such Participant;
- (m) **"Issue Price"** means, in respect of the Share Purchase Plan: (i) the volume weighted average trading price of the Common Shares on the Stock Exchange for the calendar quarter in respect of which Common Shares are being issued under the Share Purchase Plan, calculated by dividing the total value by the total volume of Common Shares traded for the relevant calendar quarter; (ii) if the Common Shares are not listed on the Stock Exchange, the volume weighted average trading price of the Common Shares of a stock exchange on

which the Common Shares are listed for the calendar quarter in respect of which Common Shares are being issued under the Share Purchase Plan, calculated by dividing the total value by the total volume of Common Shares traded for the relevant calendar quarter; or (iii) if the Common Shares are not listed on any stock exchange, the fair market value of the Common Shares as may be determined by the Directors;

- (n) **"Other Participant"** means, subject to all applicable laws, any person or corporation engaged to provide ongoing management or consulting services for the Corporation or a Designated Affiliate, or any employee of such person or corporation, other than an Eligible Director or an Eligible Employee;
- (o) **"Participant"** with respect to the Share Purchase Plan shall mean each Eligible Employee and Other Participant and with respect to the Share Bonus Plan shall mean each Eligible Director, Eligible Employee and Other Participant;
- (p) **"Participant's Contribution"** means the amount a Participant elects to contribute to the Share Purchase Plan under Subsections 3.3(a) or 3.3(b);
- (q) **"Plan"** means this share incentive plan which includes the Share Purchase Plan and the Share Bonus Plan collectively;
- (r) **"Restricted Period"** means a period of 12 months or such shorter or longer period as may be required by law or an applicable stock exchange or any regulatory authority having jurisdiction over the securities of the Corporation;
- (s) **"Share Bonus Plan"** means the share bonus plan described in Article 4;
- (t) **"Share Purchase Plan"** means the share purchase plan described in Article 3; and
- (u) **"Stock Exchange"** means the Toronto Stock Exchange, or, if the Common Shares are not listed on the Toronto Stock Exchange, such other principal market upon which the Common Shares are traded as designated by the Committee from time to time.

1.2 **Securities Definitions.** In the Plan, the terms "affiliate", "associate", "subsidiary" and "insider" shall have the meaning given to such terms in the *Securities Act* (Ontario).

1.3 **Headings.** The headings of all Articles, Sections, Subsections in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

1.4 **Context, Construction.** Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

1.5 **References to this Plan.** The words "herein", "hereby", "hereunder" and similar expressions mean or refer to the Plan as a whole and not to any particular Article, Section, Subsection or other part.

1.6 **Canadian Funds.** Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to lawful money of Canada.

## **ARTICLE 2 PURPOSE AND ADMINISTRATION OF THE PLAN**

2.1 **Purpose of the Plan.** The purpose of this Plan is to encourage ownership of the Common Shares by directors, senior officers and employees of the Corporation and its Designated Affiliates, and consultants who are primarily responsible for the management and profitable growth of its business, and to advance the interests of the Corporation by providing additional incentive for superior performance by such persons and to enable the Corporation and its Designated Affiliates to attract and retain valued directors, officers, employees and consultants.

2.2 **Administration of the Plan.** The Plan shall be administered by the Committee and the Committee shall have full authority to administer the Plan including the authority to interpret and construe any provision of the Plan and to adopt, amend and rescind such rules and regulations for administering the Plan as the Committee may deem necessary or desirable in order to comply with the requirements of the Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with the Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary or desirable for the implementation of the Plan and of the rules and regulations established for administering the Plan. All costs incurred in connection with the Plan shall be for the account of the Corporation.

2.3 **Delegation to Committee.** All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by a committee of the Directors comprised of not less than three Directors.

2.4 **Record Keeping.** The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant in the Share Purchase Plan;
- (b) the Participants' Contributions and the Corporation's Contributions in respect of each Participant; and
- (c) the number of Common Shares held in safekeeping for the account of each Participant.

2.5 **Determination of Participants.** The Committee shall from time to time determine the Participants who may participate in the Share Purchase Plan and the Share Bonus Plan. The Committee shall from time to time determine the number of Common Shares to be issued to any Participant under the Share Bonus Plan, all such determinations to be made in accordance with the terms and conditions of the Plan, and the Committee may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Corporation and any other factors which the Committee deems appropriate and relevant.

2.6 **Maximum Number of Shares.**

- (a) **Share Purchase Plan:** The maximum number of Common Shares made available for the Share Purchase Plan shall be determined from time to time by the Committee but, in any case, shall not exceed the lesser of: (i) that number of Common Shares that can be purchased with a dollar amount equal to 20% of the annual gross annual salary of the Participants; and (ii) 1% of the aggregate number of issued and outstanding Common Shares from time to time.
- (b) **Share Bonus Plan:** The maximum number of Common Shares made available for the Share Bonus Plan shall be determined from time to time by the Committee but, in any case shall not exceed the lesser of: (i) 2,000,000 Common Shares; and (ii) 2% of the aggregate number of issued and outstanding Common Shares from time to time.

For purposes of this Section 2.6, the number of Common Shares then issued and outstanding shall mean the number of Common Shares outstanding on a non-diluted basis immediately prior to the proposed issue of Common Shares.

### **ARTICLE 3 SHARE PURCHASE PLAN**

3.1 **The Share Purchase Plan.** A Share Purchase Plan is hereby established for Eligible Employees and Other Participants. The operation of the Share Purchase Plan shall commence on a date to be determined by the Committee.

3.2 **Participants.** Participants entitled to participate in the Share Purchase Plan shall be Eligible Employees or Other Participants who have been providing services to the Corporation or any Designated Affiliate for at least the immediately preceding 12 months. The Committee, shall have the right, in its absolute discretion, to waive such 12 month period or to determine that the Share Purchase Plan does not apply to any Eligible Employee or Other Participant.

3.3 **Election to Participate in Share Purchase Plan and Participant's Contribution.**

- (a) Any Participant may elect to contribute money to the Share Purchase Plan in any calendar year if the Participant, prior to the end of the immediately preceding calendar year, delivers to the Corporation a written direction in form and substance satisfactory to the Corporation authorizing the Corporation to deduct from the remuneration of the Participant the Participant's Contribution in equal instalments.
- (b) If, on December 31 of any year, a Participant has not been continuously providing service to the Corporation or any of its Designated Affiliates for at least the immediately preceding 12 months (unless such 12 month requirement is waived by the Committee), then, in the calendar quarter during which such Participant reaches six consecutive months of service, such Participant may elect to make a Participant's Contribution with respect to the balance of that calendar year, commencing at the beginning of the next calendar quarter, by delivering to the Corporation the written direction referred to in Subsection 3.3(a).
- (c) The Participant's Contribution shall not exceed 10% (unless changed by the Committee), before deductions, of the Basic Annual Salary of the Participant; provided that, in the event of any employee electing to make a Participant's Contribution for less than a full year in accordance with Subsection 3.3(b), his or her Basic Annual Salary shall be pro rated for the balance of that calendar year.
- (d) No adjustment shall be made to the Participant's Contribution until the next succeeding calendar year, and then only if a new written direction shall have been delivered to the Corporation for such calendar year. The Participant's Contribution shall be held by the Corporation in trust for the benefit of the Participant for the purposes of the Share Purchase Plan.

3.4 **Corporation's Contribution.** Immediately prior to the date any Common Shares are issued to a Participant in accordance with Section 3.6, the Corporation will credit the Participant with and thereafter hold in trust for the Participant an amount equal to the Participant's Contribution then held in trust by the Corporation.

3.5 **Aggregate Contribution.** The Corporation shall not be required to segregate the Aggregate Contribution from its own corporate funds or to pay interest thereon.

3.6 **Issue of Shares.**

- (a) As soon as practicable following March 31, June 30, September 30 and December 31 in each calendar year the Corporation shall issue for the account of each Participant fully paid and non-assessable Common Shares equal in value to the Aggregate Contribution held in trust as of such date by the Corporation and the Aggregate Contribution shall be converted into Common Shares at the applicable Issue Price. If such conversion would result in the issue for the account of a Participant of a fraction of a Common Share, the Corporation will issue only such whole Common Shares as are issuable.
- (b) The Corporation shall hold any unused balance of the Aggregate Contribution in trust for the Participant until used in accordance with the Share Purchase Plan.

3.7 **Safekeeping and Delivery of Common Shares.**

- (a) All Common Shares issued for the account of a Participant in accordance with Section 3.6 will be held in safekeeping by the Corporation and will be delivered, subject as provided in the Share Purchase Plan, to such Participant upon the expiry of the Restricted Period from the date of issue of such Common Shares. If the Corporation receives on behalf of a Participant in respect of any Common Shares so held:
  - (i) cash dividends;
  - (ii) options or rights to purchase additional securities of the Corporation or any other corporation;
  - (iii) any notice of meeting, proxy statement and proxy for any meeting of holders of Common Shares; or
  - (iv) other or additional Common Shares or other securities (by way of dividend or otherwise);

then the Corporation shall forward to such Participant, at his or her last address according to the register maintained under Section 2.4, any of the items listed in Subsections 3.7(a)(i), 3.7(a)(ii) and 3.7(a)(iii); and shall hold in safekeeping any additional securities referred to in Subsection 3.7(a)(iv) and shall deliver such securities to the Participant with delivery of the Common Shares in respect of which such additional securities were issued.

- (b) Any Common Shares held for the account of an Eligible Employee in safekeeping by the Corporation will be distributed to such Eligible Employee or the estate of such Eligible Employee, prior to the expiry of the applicable Restricted Period only upon:
  - (i) the date of the commencement of the Eligible Employee's retirement in accordance with the Corporation's normal retirement policy;
  - (ii) the date of the commencement of the total disability of the Eligible Employee determined in accordance with the Corporation's normal disability policy; or
  - (iii) the date of death of the Eligible Employee.
- (c) Any Common Shares held for the account of an Other Participant in safekeeping by the Corporation will be distributed to the Other Participant or the estate of the Other Participant, prior to the expiry of the applicable Restricted Period only upon:
  - (i) the date of the commencement of the Other Participant's retirement in accordance with the Corporation's normal retirement policy, or in the case of an Other Participant that is not an individual, the date of the commencement of the retirement of the primary individual providing services to the Corporation on behalf of the Other Participant;
  - (ii) the date of the commencement of the total disability of the Other Participant, or in the case of an Other Participant that is not an individual, the date of the commencement of the total disability of the primary individual providing the services to the Corporation or Designated Affiliate on behalf of the Other Participant, determined in accordance with the Corporation's normal disability policy; or
  - (iii) the date of death of the Other Participant or, in the case of an Other Participant that is not an individual, the date of death of the primary individual providing the services to the Corporation or Designated Affiliate on behalf of the Other Participant.
- (d) If there is a take-over bid (within the meaning of the *Securities Act* (Ontario)) made for all or a portion of the issued and outstanding Common Shares, then the Committee may, by resolution,

deliver any Common Shares held in safekeeping by the Corporation pursuant to Section 3.7 to the applicable Participant in order to permit such Common Shares to be tendered to such bid. In addition, the Committee may, by resolution, permit the Corporation's Contribution to be made and Common Shares to be issued for the then Aggregate Contribution prior to expiry of any such take-over bid in order to permit such Common Shares to be tendered to such bid.

**3.8 Termination of Employment.** If a Participant shall cease to be employed by, or provide services to, the Corporation or any Designated Affiliate for any reason or shall receive notice from the Corporation of the termination of his or her contract of service or employment:

- (a) the Participant shall, effective upon the earlier of such cessation or receipt of such notice, automatically cease to be entitled to participate in the Share Purchase Plan;
- (b) any portion of the Participant's Contribution then held in trust for the Participant shall be paid to the Participant or the estate of the Participant;
- (c) any portion of the Corporation's Contribution then held in trust for the Participant shall be paid to the Corporation; and
- (d) any Common Shares then held in safekeeping for the Participant shall, subject to Section 3.7 in the case of retirement, disability or death, and subject to the provisions of the Act, remain in safekeeping until the expiry of the Restricted Period.

**3.9 Election to Withdraw from Share Purchase Plan.** Any Participant may at any time elect to withdraw from the Share Purchase Plan. In order to withdraw from the Share Purchase Plan the Participant must give at least two weeks' notice to the Corporation in writing in form and substance satisfactory to the Corporation directing the Corporation to cease deducting from the Participant's remuneration the Participant's Contribution. Deductions will cease to be made commencing with the first pay date following expiry of the two week notice. The Participant's Contribution will continue to be held in trust. On the next following date for making the Corporation's Contribution, the Corporation will credit the Participant with the pro rata amount of the Corporation's Contribution, calculated in accordance with Section 3.4. The issue and delivery of Common Shares will not be accelerated by such withdrawal but will occur on the date on which such Common Shares would otherwise have been issued in accordance with Section 3.6 and delivered to the Participant in accordance with Sections 3.7 or 3.8, as the case may be, had the Participant not elected to withdraw from the Share Purchase Plan.

**3.10 Necessary Approvals.** The obligation of the Corporation to issue and deliver any Common Shares in accordance with the Share Purchase Plan shall be subject to any necessary approval of any stock exchange or regulatory authority having jurisdiction over the securities of the Corporation. If any Common Shares cannot be issued to a Participant under the Share Purchase Plan for whatever reason, the obligation of the Corporation to contribute the Corporation's Contribution and issue such Common Shares shall terminate, any portion of the Corporation's Contribution held in trust for such participant shall be paid to the Corporation and any Participant's Contribution held in trust for such Participant shall be returned to the Participant without interest.

#### **ARTICLE 4 SHARE BONUS PLAN**

**4.1 The Share Bonus Plan.** A Share Bonus Plan is hereby established for Eligible Directors, Eligible Employees and Other Participants. The Share Bonus Plan shall become effective on a date to be determined by the Directors.

**4.2 Participants.** The Committee shall have the right to determine, in its sole and absolute discretion, to issue for no cash consideration to such Participant any number of Common Shares as a discretionary bonus subject to such provisions and restrictions as the Committee may determine.

**4.3 Necessary Approvals.** The obligation of the Corporation to issue and deliver any Common Shares in accordance with the Share Bonus Plan shall be subject to any necessary approvals of any stock exchange or regulatory authority having jurisdiction over the securities of the Corporation. If any Common Shares cannot be issued to any



Participant under the Share Bonus Plan for whatever reason, the obligation of the Corporation to issue such Common Shares shall terminate.

## **ARTICLE 5     WITHHOLDING TAXES AND SECURITIES LAWS OF THE UNITED STATES OF AMERICA**

5.1     **Withholding Taxes.** The Corporation or any Designated Affiliate may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Corporation or any Designated Affiliate is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Common Share including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment, until such time as the Participant has paid the Corporation or any Designated Affiliate for any amount which the Corporation or the Designated Affiliate is required to withhold with respect to such taxes.

5.2     **Securities Laws of the United States of America.** The Common Shares which may be issued pursuant to participation in the Share Purchase Plan or Share Bonus Plan have not been registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or under any securities law of any state of the United States of America. Accordingly, any Participant who is issued Common Shares in a transaction which is subject to the U.S. Securities Act or the securities laws of any state of the United States of America may be required to represent, warrant, acknowledge and agree that:

- (a)     the Participant is acquiring any Common Shares as principal and for the account of the Participant;
- (b)     in issuing the Common Shares to the Participant, the Corporation is relying on the representations and warranties of the Participant to support the conclusion of the Corporation that the issue of Common Shares does not require registration under the U.S. Securities Act or to be qualified under the securities laws of any state of the United States of America;
- (c)     each certificate representing Common Shares so issued may be required to have the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, OR (D) WITH THE PRIOR WRITTEN CONSENT OF THE CORPORATION (WHICH WILL BE DELIVERED PROMPTLY AND WILL NOT BE UNREASONABLY WITHHELD, BUT WHICH MAY BE CONDITIONAL ON DELIVERY OF A LEGAL OPINION IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION), PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE. A CERTIFICATE WITHOUT A LEGEND MAY BE OBTAINED FROM THE REGISTRAR AND TRANSFER AGENT OF THE CORPORATION IN CONNECTION WITH A SALE OF THE SECURITIES REPRESENTED HEREBY AT A TIME WHEN THE CORPORATION IS A "FOREIGN ISSUER" AS DEFINED IN REGULATIONS UNDER THE U.S. SECURITIES ACT, UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE REGISTRAR AND TRANSFER AGENT AND THE CORPORATION, TO THE EFFECT THAT SUCH SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH

RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT."

provided that if such Common Shares are being sold outside the United States of America in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and provided that the Corporation is a "foreign issuer" within the meaning of Regulation S under the U.S. Securities Act at the time of such sale, such legend may be removed by providing a written declaration signed by the holder to the registrar and transfer agent for the Common Shares to the following effect:

The undersigned (A) represents and warrants that the sale of the securities of Nuinsco Resources Limited (the "Corporation") to which this declaration relates is being made in compliance with Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not an affiliate of the Corporation as that term is defined in the U.S. Securities Act, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the undersigned and any person acting on its behalf reasonably believe that the buyer was outside the United States or (B) the transaction was executed on or through the facilities of a Designated Offshore Securities Market and neither the undersigned nor any person acting on behalf thereof knows or has any reason to believe that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act."

- (d) other than as contemplated by Subsection 5.2(c), prior to making any disposition of any Common Shares acquired pursuant to the Plan which might be subject to the requirements of the U.S. Securities Act, the Participant shall give written notice to the Corporation describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel for the Corporation to determine whether registration under the U.S. Securities Act or qualification under any securities laws of any state of the United States of America is required in connection with the proposed disposition and whether the proposed disposition is otherwise in compliance with such legislation and the regulations thereto;
- (e) other than as contemplated by Subsection 5.2(c), the Participant will not attempt to effect any disposition of the Common Shares owned by the Participant and acquired pursuant to the Plan or of any interest therein which might be subject to the requirements of the U.S. Securities Act in the absence of an effective registration statement relating thereto under the U.S. Securities Act or an opinion of counsel satisfactory in form and substance to counsel for the Corporation that such disposition would not constitute a violation of the U.S. Securities Act and then will only dispose of such Common Shares in the manner so proposed;
- (f) the Corporation may place a notation on the records of the Corporation to the effect that none of the Common Shares acquired by the Participant pursuant to the Plan shall be transferred unless the provisions of the Plan have been complied with; and
- (g) the effect of these restrictions on the disposition of the Common Shares acquired by the Participant pursuant to the Plan is such that the Participant may not be able to sell or otherwise dispose of such Common Shares for a considerable length of time in a transaction which is subject to the provisions of the U.S. Securities Act other than as contemplated by Subsection 5.2(c).

## ARTICLE 6     GENERAL

6.1     **Amendment of Plan.** The Committee may from time to time in the absolute discretion of the Committee amend, modify and change the provisions of the Plan, provided that any amendment, modification or change to the provisions of the Plan which would:

- (a)     materially increase the benefits under the Plan;
- (b)     increase the number of Common Shares, other than by virtue of Sections 6.4 and 6.5, which may be issued pursuant to the Plan; or
- (c)     materially modify the requirements as to eligibility for participation in the Plan;

shall only be effective upon such amendment, modification or change being approved by the shareholders of the Corporation, if required, by any stock exchange or any other regulatory authority having jurisdiction over the securities of the Corporation. Any amendment, modification or change of any provision of the Plan shall be subject to approval, if required, by a stock exchange or any regulatory authority having jurisdiction over the securities of the Corporation.

6.2     **Non-Assignable.** The right to participate in the Plan is not assignable nor transferable by any Participant, other than pursuant to a will or by the laws of descent and distribution.

6.3     **No Contract of Employment.** Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Corporation or any Designated Affiliate nor interfere or be deemed to interfere in any way with any right of the Corporation or any Designated Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in any of the Plan by a Participant shall be voluntary.

6.4     **Consolidation, Merger, etc.** If there is a consolidation, merger or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two or more entities or a transfer of all or substantially all of the assets of the Corporation to another entity, each Participant for whom Common Shares are held in safekeeping under the Share Purchase Plan shall receive on the date that Common Shares would otherwise be delivered to the Participant the securities, property or cash which the Participant would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the Participant had held the Common Shares immediately prior to such event.

6.5     **Adjustment in Number of Common Shares Subject to the Plan.** In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in the number of Common Shares available under the Plan.

If the foregoing adjustment shall result in a fractional Common Share, the fraction shall be disregarded. All such adjustments shall be conclusive, final and binding for all purposes of the Plan.

6.6     **No Representation or Warranty.** The Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the Plan.

6.7     **Applicable Laws or Regulations.** No Common Shares shall be issued under the Plan, where such issue would require registration of the Plan or the Common Shares under the securities laws of any foreign jurisdiction and any purported issue of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Common Shares pursuant to the Plan unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading. Common Shares issued to Participants pursuant to the Plan may be subject to limitations on sale or resale under applicable securities laws.

6.8 **Compliance with Applicable Law.** If any provision of the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction over the securities of the Corporation, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

6.9 **Interpretation.** This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario.

Approved by the board of directors on April 13, 2005.