



ELEMENT 29
RESOURCES

Element 29 Resources Inc.

Notice of the 2024 Annual General Meeting of Shareholders

Management Information Circular

Dated May 27, 2024

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NOTICE OF THE ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE is hereby given that Element 29 Resources Inc. (the “**Company**”) is conducting a virtual Annual General Meeting of the holders of common shares of the Company (the “**Shareholders**”) by live conference call to be held on Thursday, June 27, 2024 at 10:00 am Pacific Time (the “**Meeting**”).

MATTERS TO BE VOTED ON AT THE MEETING

At the Meeting, Shareholders will be asked to receive the annual financial statements of the Company for the year ended December 31, 2023 and the auditor’s report thereon and will be asked to vote on the following:

1. set the number of directors of the Company at five;
2. elect those directors who will serve until the next annual meeting of Shareholders;
3. appoint auditors that will serve until the next annual meeting of Shareholders and authorize the directors to fix their remuneration;
4. consider, and if thought fit, approve an ordinary resolution approving the Company’s stock option plan, as described in the management information circular (“**Circular**”); and
5. transact such other business as may properly be brought before the Meeting and any postponement or adjournment thereof.

VOTING

Registered Shareholders and duly appointed proxy holders may participate in the Meeting via a live teleconference. Specifically, Registered Shareholders and duly appointed proxy holders who have properly pre-registered to participate in the meeting as outlined below will have the opportunity to speak during the Meeting and participate in telephone voting. All other Shareholders and stakeholders can attend the Meeting via teleconference without pre-registering as outlined below but will not be permitted to ask questions during the Meeting.

Registered Shareholders and duly appointed proxy holders wishing to vote in advance of the meeting may vote by telephone, by fax or by mailing the enclosed proxy or voting instruction form for receipt by **10:00 am. Pacific Time**, on **Tuesday, June 25, 2024** using the enclosed business reply envelope.

In order to be permitted to vote and ask questions during the Meeting, Registered Shareholders and duly appointed proxy holders must pre-register via the following link prior to the proxy cut-off at time at **10:00 am Pacific Time** on **Tuesday June 25, 2024**:

<https://dpreregister.com/sreg/10023522/f87a56a20c>

After pre-registration has been completed, pre-registered Registered Shareholders and duly appointed proxy holders will see on screen a unique PIN they have been assigned and dial-in phone numbers they will use to join the conference call. These details will also be sent to the pre-registered Registered Shareholders and duly appointed proxy holders by email in the form of a calendar booking. It is recommended that you attempt to connect to the conference call at least ten minutes prior to the scheduled start time of the Meeting.

All other shareholders and stakeholders wishing to attend the Meeting by teleconference, but not ask questions, may dial the following toll free, or international toll number approximately five minutes prior to the commencement of the Meeting and ask the operator to join the “**Element 29 Resources Inc. AGM**”:

Toll-free (Canada/U.S.): **1-844-763-8274**, or

Toll (International): + **1-647-484-8814**.

QUESTIONS ABOUT THE MEETING

Shareholders with questions about the Meeting can contact the Company at 1-888-246-7881, or by email at info@e29copper.com.

Please review the Circular before voting.

MANAGEMENT INFORMATION CIRCULAR

This management information circular, including all schedules hereto (the “**Circular**”) is furnished in connection with the solicitation of proxies by or on behalf of the management of Element 29 Resources Inc. (“**E29**” or the “**Company**”) to be used at the Annual General meeting of the holders (the “**Shareholders**”) of common shares of E29 (“**Common Shares**”), or any adjournment(s) or postponement(s) thereof (the “**Meeting**”) to be held virtually on **Thursday, June 27, 2024 at 10:00 am (Pacific Time)** for the purposes set forth in the Notice of Annual General Meeting of Shareholders of the Company accompanying this Circular.

General Information

Except as otherwise stated, the information contained herein is given as of May 27, 2024. Figures in this Circular are expressed in Canadian dollars (“\$”), the same currency that the Company uses in its annual financial statements for the year ended December 31, 2023 (the “**Annual Financial Statements**”), unless otherwise stated.

VOTING INFORMATION

Solicitation of Proxies

It is expected that the solicitation of proxies will be primarily by mail, but proxies may also be solicited personally, by telephone, e-mail, internet, facsimile or other means of communication by regular officers, employees and agents of the Company at nominal cost. The cost of solicitation by management will be borne directly by the Company. The Company will reimburse investment dealers, brokers, banks, custodians, nominees and other fiduciaries for permitted fees and costs incurred by them in mailing soliciting materials to the non-registered Shareholders. Invoices for such permitted fees and costs should be directed to the attention of the Chief Financial Officer of the Company at Suite 1005 – 409 Granville St, Vancouver, British Columbia V6C 1T2.

Notice to Shareholders in the United States

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia), certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign corporation or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign corporation and its officers and directors to subject themselves to a judgment by a United States court.

Appointment and Revocation of Proxies

The proxy nominees named in the accompanying Proxy are officers and/or directors of the Company (the “**Directors**”). **Shareholders have the right to appoint a person or company to represent them at the Meeting other than the individual designated by the Company in the form of proxy. Shareholders who wish to appoint a third-party proxyholder to represent them at the Meeting must submit their proxy or voting instruction form (as applicable) prior to registering their proxyholder. Registering your proxyholder for the Meeting is an additional step once you have submitted your proxy or voting instruction form. Failure to register the proxyholder by the registration deadline will result in the proxyholder not receiving the proper dial-in phone numbers and their own unique PIN which will allow them to participate in the Meeting.**

In order to be permitted to vote and ask questions during the Meeting, duly appointed proxy holders must pre-register via the following link prior to the proxy cut-off at time at **10:00 am Pacific Time on Tuesday, June 25, 2024**:

<https://dpregrister.com/sreg/10023522/f87a56a20c>

Without a PIN, proxyholders will not be able to ask questions or vote at the Meeting.

A proxy can be submitted to **Computershare** either in person, or by mail or courier, to **100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1**, or via the internet at **www.investorvote.com**. The proxy must be deposited with Computershare by no later than **10:00 am (Pacific Time) on June 25, 2024** or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays, before the commencement of such adjourned or postponed meeting.

A proxy given by Registered Shareholders for use at the Meeting may be revoked at any time prior to its use: (i) by dialing in and entering their unique PIN to attend the Meeting by teleconference and participate by telephone if they were a Registered Shareholder at **May 23, 2024** (the “**Record Date**”), (ii) signing a proxy bearing a later date and returning such form at any time before the proxy cut-off time, (iii) by signing a written statement which indicates, clearly, that the Shareholder wants to revoke his, her or its proxy and delivering this signed written statement to the registered office of the Company by email to **info@e29copper.com** at any time up and including the last business day prior to the Meeting (or any adjournment or postponement thereof), or (iv) in any other manner permitted by law. However, in order to speak or vote during the Meeting, Registered Shareholders must have also pre-registered using the link above by the deadline stated.

Advice to Beneficial Shareholders

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Many Shareholders may be “non-registered” Shareholders because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares. More particularly, a person is not a Registered Shareholder in respect of Common Shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either: (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP’s, RRIF’s, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as “**NOBOs**”. Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as “**OBOs**”.

In accordance with the requirements of NI 54-101, the Company has elected to send the notice of Meeting, this Circular and the instrument of proxy (the “**Meeting Materials**”) directly to the NOBOs.

Also, in accordance with the requirements of NI 54-101, the Company has distributed copies of the Meeting Materials to the Intermediaries for onward distribution to OBOs at their own expense. Intermediaries are required to forward the Meeting Materials to OBOs unless, in the case of certain proxy-related materials, the OBO has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to OBOs. With those Meeting Materials, Intermediaries or their service companies should provide OBOs with a voting instruction form (“**VIF**”) which, when properly completed and signed by such OBO and returned to the Intermediary or its service corporation, will constitute voting instructions which the Intermediary must follow. The purpose of this procedure is to permit OBOs to direct the voting of the Common Shares that they beneficially own.

The Meeting Materials are being sent to both Registered Shareholders and Non-Registered Holders. If you are a Non-Registered Holder, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory

requirements from the Intermediary holding on your behalf. Meeting Materials will be sent electronically to those beneficial owners from whom consent has been obtained.

By choosing to send these materials to you directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

Meeting Materials sent to beneficial owners who have not waived the right to receive Meeting Materials are accompanied by a VIF to be used instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a Non-Registered Holder is able to instruct the Registered Shareholder how to vote on behalf of the Non-Registered Holder. VIFs, whether provided by the Company or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Common Shares which they beneficially own. **Non-Registered Holders receiving a VIF cannot use that form to vote Common Shares directly at the Meeting. Non-Registered Holders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Non-Registered Holder who receives a VIF wish to attend the Meeting or have someone else attend on his/her behalf, the Non-Registered Holder may request a legal proxy as set forth in the VIF, and then complete the pre-registration process for the meeting as outlined above, using the link provided, which will grant the Non-Registered Holder or his/her nominee the right to attend and vote at the Meeting.

Voting of Proxies

Common Shares represented by properly completed and executed proxies that are received in the manner prescribed herein will be voted (or withheld from voting) in accordance with the instructions of the Shareholder, including on any ballot votes that may take place at the Meeting. If you have not specified how to vote on a particular matter, then your proxy holder can vote your Common Shares as he or she sees fit. **Where no choice is specified, Common Shares represented by properly completed and executed proxies in favour of the management proxy nominees named in the printed portion of the enclosed proxy will be voted “FOR” each of the matters to be voted on by Shareholders, as follows:**

- **“FOR” setting the number of Directors at five;**
- **“FOR” the election as Directors of the five nominees (each, a “Nominee”) listed in this Circular for the ensuing year;**
- **“FOR” the appointment of Davidson & Company LLP as independent auditors of the Company for the ensuing year and the authorization of the Directors to fix their remuneration; and**
- **“FOR” the Company’s Stock Option Plan, attached as Schedule “A” (the “Stock Option Plan”).**

The accompanying proxy also confers discretionary authority upon the proxy nominees named therein with respect to amendments or variations to matters identified in the Notice of Meeting, or other matters as may properly come before the Meeting. At the date of this Circular, management of the Company (“**Management**”) knows of no such amendments, variations or other matters to come before the Meeting. However, if any amendments, variations or other matters which are not now known to management should properly come before the Meeting, the Common Shares represented by proxies in favour of the management nominees named in the accompanying form of proxy will be voted on such matters in accordance with the best judgment of such proxy nominees.

Attending and Participating at the Meeting

The meeting will be hosted by teleconference. Shareholders will not be able to attend the meeting in person. A summary of the information Shareholders will need to attend the Meeting by teleconference is provided below. The Meeting will begin at **10:00 am (Pacific Time) on June 27, 2024**.

Registered Shareholders and Appointed Proxyholder: Registered Shareholders that have a 15-digit control number, along with duly appointed proxyholders who were provided the dial-in phone numbers and PIN when they pre-registered will be able to vote and ask questions during the Meeting. To do so, refer to the calendar booking sent by email once the pre-registration was completed, dial the phone number and enter the PIN which will identify you within the conference call. All other shareholders and stakeholders wishing to attend the Meeting by teleconference, but not ask questions, may dial the following toll free, or international toll number approximately five minutes prior to the commencement of the Meeting and ask the operator to join the **“Element 29 Resources Inc. AGM”**:

Toll-free (Canada/U.S.): **1-844-763-8274**, or

Toll (International): **+1-647-484-8814**.

- **United States Beneficial Shareholders:** To attend and vote at the Meeting, you must first obtain a valid legal proxy from your broker, bank or other agent and then register in advance to attend the Meeting. Follow the instructions from your broker or bank included with these proxy materials or contact your broker or bank to request a legal proxy form. After first obtaining a valid legal proxy from your broker, bank or other agent, you must submit a copy of your legal proxy to Computershare in order to be registered to attend the Meeting. Requests for registration should be directed to:

Computershare
100 University Avenue
8th Floor
Toronto, Ontario
M5J 2Y1
OR
Email at uslegalproxy@computershare.com

- **Non-Registered Holders:** If you are a Non-Registered Holder and have not obtained a 15-digit control number or Username, you will only be able to attend as a guest. You will be able to listen to the Meeting; however you will not be able to vote or ask questions. Please see the information under the heading *“Advice to Beneficial Shareholders”* for an explanation of why certain shareholders may not receive a form of proxy.

If you are eligible to vote at the Meeting, it is important that you are connected to the conference call at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting.

Voting Securities and Principal Holders Thereof

Only Shareholders of the Company who are listed on its Register of Shareholders on the Record Date are entitled to receive notice of and to attend and vote at the Meeting (See *“Voting of Proxies”* above).

At **May 23, 2024**, the Company had **106,623,613** Common Shares issued and outstanding. Each Common Share outstanding on the Record Date carries the right to one vote.

To the knowledge of the Directors and executive officers of the Company, as of **May 23, 2024**, GlobeTrotters Resource Group Inc. (**“GlobeTrotters”**) owns in excess of 10% of the Common Shares.

GlobeTrotters directly holds **11,533,768** Common Shares or approximately **10.82%** of the Company's issued and outstanding Common Shares.

GlobeTrotters is E29's single largest shareholder. As a result, Globetrotters may have the ability to influence the outcome of matters submitted to the E29 Shareholders for approval, which could include the election and removal of directors, amendments to E29's corporate governance documents and business combinations. E29's interests and those of GlobeTrotters may at times conflict, and this conflict might be resolved against E29's interests. The concentration of **10.82%** of E29's issued and outstanding shares in the hands of one shareholder may discourage an unsolicited bid for the Common Shares, and this may adversely impact the value and trading price of the Common Shares. GlobeTrotters' participation in, or failure to participate in any issuance of additional E29 securities may have a material impact on the value and trading price of the Common Shares.

BUSINESS OF THE MEETING

Receipt of Financial Statements

The Annual Financial Statements of E29 and accompanying auditor's report thereon will be presented at the Meeting and will be mailed to those registered and beneficial Shareholders of the Company who requested them. The Annual Financial Statements are available under the Company's profile on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") at www.sedarplus.ca and at www.e29copper.com.

Number of Directors

The Articles of the Company set out that the number of directors of the Company will be a minimum of three and (i) the number of directors set by ordinary resolution and (ii) the number of Directors set in the event that the places of any retiring Directors are not filled by election at a meeting of Shareholders. At the Meeting, the Shareholders will be asked to pass an ordinary resolution setting the number of Directors of the Company at five.

To be approved, the resolution must be passed by a majority of the votes cast by the Shareholders at the Meeting. **In the absence of a contrary instruction, the person(s) designated by management of the Company in the enclosed form of proxy intend to vote "FOR" the resolution setting the number of directors of the Company at five.**

Election of Directors

The Board currently consists of three Directors. Each Director is to hold office until the next annual meeting of Shareholders or until his or her successor is duly elected unless his or her office is earlier vacated in accordance with the articles of the Company.

Nominees and Qualifications

The following tables set out the name of Management's Nominees for election as Director, and other information including: the place in which each is ordinarily resident, principal occupations held in the last five years, the number of Common Shares beneficially owned, or controlled or directed, directly or indirectly, by each Nominee, the number of outstanding options to purchase Common Shares ("**Options**") and RSU's and DSU's (as defined hereinbelow) held by each Nominee, the period or periods during which each has served as a Director, current membership on committees of the Board, record of attendance at meetings of the Board and its committees through December 31, 2023, and whether or not the Board has determined each Nominee to be independent. There are no contracts, arrangements or understandings between any Director or executive officer or any other person pursuant to which any of the Nominees has been nominated for election as a Director of the Company.

Management of the Company does not anticipate that any of the proposed Nominees will be unable to serve as a Director; however, if for any reason any of the proposed Nominees do not stand for election or are unable to serve as such, the Common Shares represented by proxies given in favour of Management's Nominee(s) may be voted by the person designated by Management of the Company in the enclosed Proxy, in their discretion, in favour of another Nominee.

In the absence of a contrary instruction, the persons designated by Management of the Company in the enclosed form of proxy intend to vote “FOR” the election of the Directors set out in the following tables. The total value of Common Shares has been calculated using the closing price of the Common Shares of E29 on the TSX Venture Exchange (the “Exchange”) on **December 31, 2023 (\$0.18)**. The number of Common Shares of E29 owned by each Director are as at **May 27, 2024**.

Richard Osmond		Age: 57	
British Columbia, Canada		President, CEO and Director since December 2018	
Mr. Osmond has over 25 years of experience in the mining sector including experience with INCO (VBNC), Falconbridge and Anglo American. He was involved in exploration discoveries at Vale’s Voisey’s Bay deposit and Glencore’s Raglan mine. He was later hired as a senior technical leader with Anglo American responsible for North America and Europe focused on Ni exploration in northern Canada, Alaska and Scandinavia as well as IOCG and porphyry Cu-Mo exploration in Mexico and Alaska. Richard is currently the President of GlobeTrotters.			
Principal Occupation(s) During Past Five Years			
Element 29 Resources Inc. – President and CEO (February 26, 2024 – to present) Director (December 2018 – Present); Element 29 Resources Inc. – Interim CEO (September 2021 – April 2022); GlobeTrotters Resource Group Inc. – President (November 2009 – Present); GeoVision Geosciences Inc. – President (May 2007 – Present) – Private consulting company.			
Board / Committee Membership		Meeting Attendance	
Board (former Chair)		7 of 7	100%
Audit Committee (new appointment)		n/a	n/a
Corporate Governance and Nomination Committee		2 of 2	100%
Common Shares, Options, DSU’s, RSU’s			
Common Shares	Total Value of Common Shares	Options	RSU’s/DSU’s
2,912,292	\$512,422	850,000	87,500/Nil
Patrick Elliott		Age: 43	
British Columbia, Canada		Independent Director since March 7, 2019	
Mr. Elliott is an accomplished economic geologist with an M.Sc. in Mineral Economics and an MBA in Mining Finance from Curtin University of Technology in Perth, Australia. He is currently President & CEO of Lexore Capital Corp, and President & CEO of Forte Copper Corp., a private Peruvian copper company. Mr. Elliott completed his undergraduate B.Sc. Geology degree at the University of Western Ontario and has spent over 10 years in copper and gold exploration in South America and the US.			
Principal Occupation(s) During Past Five Years			
Chief Executive Officer and President of Forte Minerals Inc. since June 2017; Vice President Corporate Development and Strategy of GlobeTrotters Resource Group Inc. since February 2017; Director of MLK Gold Ltd. since August 2021; Vice President Finance and Chief Executive Officer, President and Director of PacRoots Cannabis Corp. (CSE: PACR) (May 2020 – September 2021);			
Board / Committee Membership		Meeting Attendance	

Board		7 of 7	100%
Audit Committee (new appointment as Chair)		4 of 4	100%
Compensation Committee		-	n/a
Common Shares, Options, DSU's, RSU's			
Common Shares	Total Value of Common Shares	Options	RSU's/DSU's
1,795,500	\$323,100	550,000	Nil/100,000
Brad Mercer			Age: 64
British Columbia, Canada			Independent Nominee
<p>Mr. Mercer managed exploration and mining operations for Capstone Copper Corp. until his retirement in 2022 as COO. He started at Capstone in 2005 as an exploration manager when the company had a Market-Cap. of less than twenty million dollars. He retired in 2022, having held several critical roles on its path to becoming a +5 billion-dollar, mid-tier copper producer. Some highlights during Mr. Mercer's tenure were overseeing growth, capital development and operational improvement programs that tripled mine life at the Minto and Cozamin mines while simultaneously doubling annual production at the latter. Prior to Capstone Copper Corp., Mr. Mercer managed greenfield and mine exploration teams at projects and mines across Canada. Bradley has discovery and deposit expansion experience in Porphyry Copper, IOCG, epithermal gold and structurally controlled gold deposits in Chile, Mexico and Canada.</p>			
Principal Occupation(s) During Past Five Years			
Sr VP and COO of Capstone Copper Corp. until his retirement in 2022.			
Board / Committee Membership			Meeting Attendance
Board (Chair)			n/a
Compensation Committee			n/a
Corporate Governance and Nomination Committee			n/a
Common Shares, Options, DSU's, RSU's			
Common Shares	Total Value of Common Shares	Options	RSU's/DSU's
	n/a	Nil	Nil
Mary Carmen Vera			Age: 50
Quebec, Canada			Independent Nominee
<p>Born and raised in Peru, Mary Carmen is a geologist that has lived in Canada since 2001. In her early years she worked in field exploration in Peru, Chile and Australia. Upon her arrival in Canada, she joined Wemindji Exploration Inc. as the company's CEO. In 2010, she started her own consulting practice in ESG, Business Development and Indigenous Relations in the mining and exploration sector. From 2011 to 2023, she has served as Senior Advisor to the Cree Mineral Exploration Board, having conducted Community awareness sessions and Mining 101 workshops delivered to Indigenous Communities and to the industry on how to optimize their relations with the communities.</p>			

She joined ALS Global as Business Development Executive in Geochemistry in 2024. Currently she serves as Board Member for the PDAC, Quebec Mineral Exploration Association and as an Executive Board Member of CIM – ESR Society

Principal Occupation(s) During Past Five Years

Business Development Executive at ALS Global 2024 to present.
Senior Consultant for Cree Mineral Exploration Board 2011-2022
CEO at Wemindji Exploration Inc. 2002-2011

Board / Committee Membership	Meeting Attendance	
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Board	n/a	n/a
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Corporate Governance and Nomination Committee (Chair)	n/a	n/a
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Common Shares, Options, DSU's, RSU's

Common Shares	Total Value of Common Shares	Options	RSU's/DSU's
	n/a	Nil	Nil

Chet Idziszek	Age: 75
British Columbia, Canada	Independent Nominee

Chet Idziszek holds a Master of Applied Sciences degree from McGill University and has worked as an exploration geologist and exploration executive with numerous international mining companies for over 40 years. In 1990, Mr. Idziszek received the "Mining Man of the Year" award from the Northern Miner in recognition of his vital role in the discovery and development of the Eskay Creek gold deposit in Canada. He also received the "Bill Dennis - Prospector of the Year Award" from the PDAC in 1994 in recognition of the major role he played in the discovery and development of the Eskay Creek gold deposit as well as for his leadership of Adrian Resources during its exploration and development of the Petaquilla copper-gold-silver-molybdenum deposits in the Republic of Panama. These deposits contain over 4 billion tonnes of mineral resources, now called "Cobre Panama" and is owned by First Quantum Minerals. He also served as a director of Arequipa Resources Ltd. which discovered the Pierina gold deposit in Peru that was subsequently acquired by Barrick Gold in 1996 for more than \$1Billion. He served as president and CEO of Oromin Explorations that in 2005 discovered the Sabodala gold deposits in Senegal. Oromin was subsequently acquired by Teranga Gold in 2014 and is now in production by Endeavour Mining PLC. He served as president and CEO of Battle Mountain Gold that held a 100% interest in the Lewis gold property in Nevada which was subsequently acquired by Gold Standard Ventures in 2017. He served as president and CEO of Lund Enterprises which was acquired by Reconnaissance Energy Africa in 2019 and served as a director of that company in 2020.

Principal Occupation(s) During Past Five Years

Retired Investor

Board / Committee Membership	Meeting Attendance	
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Board	n/a	n/a
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Audit Committee	n/a	n/a
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Compensation Committee (Chair)	n/a	n/a
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Common Shares, Options, DSU's, RSU's

Common Shares	Total Value of Common Shares	Options	RSU's/DSU's
300,000	n/a	Nil	Nil

Cease Trade Order, Bankruptcy, Penalties and Sanctions

To the knowledge of the Company, as of the date of this Circular: (a) no proposed director of E29 is, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any corporation (including E29) that, (i) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant corporation access to any exemption under securities legislation, in each case in effect for a period of more than 30 consecutive days (each an “**order**”) that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; (b) no proposed director of E29 is, or has been within 10 years before the date of this Circular, a director or executive officer of any corporation (including E29) 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; (c) no proposed director of E29 has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director, officer or shareholder; and (d) no proposed director of E29 has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable Shareholder in deciding whether to vote for a proposed director. To the knowledge of E29, no personal holding corporation of any proposed director is or has been, as applicable, subject to the foregoing during the applicable time periods.

Appointment of Auditor

Davidson & Company LLP has been E29’s independent auditor since 19th May, 2020. At the Meeting, Shareholders will be asked to vote for the re-appointment of Davidson & Company LLP as the auditor of the Company to hold office until the close of the next annual meeting of Shareholders and to authorize the directors to fix their remuneration. A simple majority of the votes cast at the Meeting must be voted in favour thereof.

Unless such authority is withheld, the management proxy nominees named in the accompanying proxy intend to vote “FOR” the appointment of Davidson & Company LLP as auditors of the Company to hold office until the close of the next annual meeting of Shareholders and to authorize the directors to fix their remuneration.

Ratification and Approval of the Stock Option Plan

The Board has established the Stock Option Plan as described under “*Report on Executive Compensation – Description of Stock Option Plan*”.

The policies of the Exchange require rolling stock option plans which reserve for issuance up to 10% (instead of a fixed number) of a listed corporation’s shares be approved annually by its shareholders. That approval is being sought at the Meeting by way of an ordinary resolution.

Therefore, at the Meeting, Shareholders will be asked to pass a resolution in the following form (the “**Stock Option Plan Resolution**”):

“BE IT RESOLVED, as an ordinary resolution that:

1. the adoption of the Company’s Stock Option Plan be ratified, confirmed and approved, subject to acceptance by the Exchange;
2. the Company be authorized to grant stock options pursuant and subject to the terms and conditions of the Plan at any time to a maximum of 10% of the issued and outstanding shares of the Company on the applicable grant date;
3. the Board of Directors be authorized on behalf of the Company to make any amendments to the Stock Option Plan as may be required by regulatory authorities, without further approval of the Shareholders of the Company, in order to ensure adoption of the Stock Option Plan; and
4. any one or more directors and officers of the Company be authorized and directed to perform all such.

The full text of the Stock Option Plan is attached hereto as Schedule “A”.

Unless otherwise directed, the management proxy nominees named in the accompanying form of proxy intend to vote the Common Shares represented thereby in respect of the Meeting “for” the approval of the Stock Option Plan Resolution.

GENERAL STATEMENT OF EXECUTIVE COMPENSATION – Venture Issuers

Executive Compensation

Unless otherwise noted, the following information is for the Company’s last completed financial period (which ended December 31, 2023).

Named Executive Officers

Securities legislation requires the disclosure of the compensation received by each Named Executive Officer of the Company. “Named Executive Officer” is defined by securities legislation to mean: (i) the CEO; (ii) the CFO; (iii) the most highly compensated executive officer of the Company, including any of its subsidiaries, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually more than \$150,000 for that financial year; and (iv) each individual who would be a “Named Executive Officer” under paragraph (iii) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in similar capacity, at the end of the most recently completed financial year.

As of the date of this Circular, the Company has the following Named Executive Officers (collectively, the “**Named Executive Officers**” or “**NEOs**”):

- Steve Stakiw, *Former* Chief Executive Officer (“**CEO**”), President and Director of the Company;
- Duane Lo, Chief Financial Officer (“**CFO**”); and
- Paul Johnston, *Former* Vice President Exploration.

Compensation Discussion and Analysis

Philosophy

In determining the compensation to be paid or awarded to its executives, the Board seeks to encourage the advancement of the Company’s exploration projects, with a view to enhancing Shareholder value. To achieve these objectives, the Company believes it is critical to create and maintain a compensation program that attracts and retains committed, highly qualified personnel by providing appropriate rewards and incentives that align the interest of its executives with those of its Shareholders. In addition, as E29, currently, has no revenues from operation and operates

with limited financial resources, the Board needs to consider not only the Company's financial situation at the time of determining executive compensation but also the Company's estimated financial situation in the mid and long term.

The Company's executive compensation program consists of a combination of base salary and long-term incentives in the form of participation in the Stock Option Plan and Share Unit Plan. In making its determinations regarding the various elements of executive Option, RSU and DSU grants, the Company will seek to meet the following objectives:

- (a) to attract, retain and motivate talented executives who create and sustain E29's continued success within the context of compensation paid by other companies of comparable size engaged in similar business in appropriate regions;
- (b) to align the interests of the NEOs with the interests of the Company's Shareholders; and
- (c) to incent extraordinary performance from our key personnel.

The Company is an early stage exploration company and may not generate revenues from operations for a significant period of time. As a result, the use of traditional performance standards, such as corporate profitability, is not considered by the Company to be appropriate in the evaluation of the performance of its executive officers.

Base Salary

The base salary for each executive is established by the Board, on the recommendation of the Board, based upon the position held by such executive, competitive market conditions, such executive's related responsibilities, experience and the NEO's skill base, the functions performed by such executive and the salary ranges for similar positions in comparable companies. Individual and corporate performance will also be taken into account in determining base salary levels for executives.

Cash Bonuses

Cash bonuses do not form a normal part of E29's executive compensation. However, the Company may elect to utilize such incentives where the role-related context and competitive environment suggest that such a compensation modality is appropriate. When and if utilized, the amount of cash bonus compensation will normally be paid on the basis of timely achievement of specific pre-agreed milestones. Each milestone will be selected based upon consideration of its impact on Shareholder value creation and the ability of the Company to achieve the milestone during a specific interval. The amount of bonus compensation will be determined based upon achievement of the milestone, its importance to the Company's near and long term goals at the time such bonus is being considered, the bonus compensation awarded to similarly situated executives in similarly situated exploration-stage junior mining companies or any other factors the Board may consider appropriate at the time such performance-based bonuses are decided upon. The quantity of bonus will normally be a percentage of base salary not to exceed 100%. However, in exceptional circumstances, the quantity of bonus paid may be connected to the Shareholder value creation embodied in the pre-agreed milestones. There were no bonuses paid during the year ended December 31, 2023.

Options

Options are a key compensation element for E29. Because many of the most capable individuals in the mining industry work for companies who can offer attractive cash and bonus compensation and a high level of employment security, Options represent a compensation element that balances the loss of employment security that such individuals must accept when moving to a junior exploration company such as E29. Options are also an important component of aligning the objectives of E29's executive officers and consultants with those of its Shareholders, while encouraging them to remain associated with the Company. E29 expects to provide significant Option positions to its executive officers and consultants. The precise amount of Options to be offered will be governed by the importance of the role within the Company, by the competitive environment within which E29 operates, and by the regulatory limits on Option grants that cover organizations such as E29. When considering an award of Options to an executive officer, consideration of the number of Options previously granted to the executive may be taken into account, however, the extent to which such prior grants remain subject to resale restrictions will generally not be a factor. There were no Options granted during the year end December 31, 2023.

See “*Report on Executive Compensation – Description of Stock Option Plan*” for a summary of the key terms of the Stock Option Plan.

Share Unit Plan

The Company adopted a fixed share unit plan that received disinterested shareholder approval on September 29, 2021 (the “**Share Unit Plan**”) whereby up to 2,000,000 common are reserved for issuance under the Share Unit Plan. NEOs are also entitled to participate in the Share Unit Plan and therefore are eligible for RSUs and DSU’s issued under the Share Unit Plan. The Board considers that RSUs and DSU’s granted under the Share Unit Plan are an appropriate way to attract and retain NEOs, as their value is tied to the performance of the Company relative to the wider industry over the applicable performance measurement periods.

The Board is responsible for administering the Share Unit Plan. The RSUs and DSU’s settle in Common Shares, cash or a combination of Common Shares and cash at the discretion of the Board.

The Company will grant overall RSUs and DSU’s based on the total RSUs and DSU’s available for grant. There were no RSU’s and DSU’s granted during the year ended December 31, 2023.

Compensation Risks

In making its compensation-related decisions, the Board carefully considers the risks implicitly or explicitly connected to such decisions. These risks include the risks associated with employing executives who are not world-class in their capabilities and experience, the risk of losing capable but under-compensated executives, and the financial risks connected to the Company’s operations, of which executive compensation is an important part. In adopting the compensation philosophy described above, the principal risks identified by the Company are:

- (a) that the Company will be forced to raise additional funding (causing dilution to Shareholders) in order to attract and retain the calibre of executive employees that it seeks; and
- (b) that the Company will have insufficient funding to achieve its objectives

Executive Compensation-Related Fees

For the financial year ended December 31, 2023, no fees were billed to the Company by any consultant or advisor, or any of its affiliates, for services related to determining compensation for any of the Company’s directors and executive officers or for any other services.

Hedging Named Executive Officers or Directors

The Company has no policy with respect to NEOs or directors purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by an NEO or director.

Compensation, Excluding Options and Compensation Securities

The following table sets out the compensation, excluding options and compensation securities, paid to the individuals who were directors or NEOs during the years ended December 31, 2023 and December 31, 2022.

Table of Compensation Excluding Options and Compensation Securities							
Name and Principal Position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)
Steve Stakiw, <i>former</i> President, CEO and Director ⁽¹⁾	2023	200,000	Nil.	Nil.	Nil.	Nil.	200,000
	2022	145,454	Nil.	Nil.	Nil.	Nil.	145,454
Richard Osmond, current Director, President and CEO and former Interim President and CEO ⁽²⁾	2023	36,000	Nil.	Nil.	Nil.	Nil.	36,000
	2022	91,000	Nil.	Nil.	Nil.	Nil.	91,000
Duane Lo, CFO	2023	90,000	Nil.	Nil.	Nil.	Nil.	90,000
	2022	90,000	Nil.	Nil.	Nil.	Nil.	90,000
Paul Johnston, <i>former</i> Vice President Exploration ⁽³⁾	2023	180,000	Nil.	Nil.	Nil.	Nil.	180,000
	2022	180,000	Nil.	Nil.	Nil.	Nil.	180,000
Patrick Elliott, Independent Director	2023	21,000	Nil.	Nil.	Nil.	Nil.	21,000
	2022	21,000	Nil.	Nil.	Nil.	Nil.	21,000
Peter Espig, <i>former</i> Independent Director ⁽⁴⁾	2023	24,000	Nil.	Nil.	Nil.	Nil.	24,000
	2022	24,000	Nil.	Nil.	Nil.	Nil.	24,000
Michael Doggett, <i>former</i> Independent Director ⁽⁵⁾	2023	21,000	Nil.	Nil.	Nil.	Nil.	21,000
	2022	21,000	Nil.	Nil.	Nil.	Nil.	21,000

Notes:

- (1) Mr. Stakiw was appointed President and CEO on April 11, 2022 and resigned on February 26, 2024.
- (2) Mr. Osmond previously held the position of CEO and President from September 21, 2021 to April 11, 2022 upon Mr. Stakiw's appointment. Mr. Osmond was appointed President and CEO, following the resignation of Mr. Stakiw's on February 26, 2024. Mr. Osmond is compensated at a daily rate of \$800 per day effective February 26, 2024. Mr. Osmond resigned as Chair on February 26, 2024 upon Mr. Willis's appointment (described hereinbelow).
- (3) Mr. Johnson resigned as Vice President of Exploration on February 26, 2024;
- (4) Mr. Espig resigned as director on February 26, 2024;
- (5) Mr. Doggett resigned as director on February 26, 2024.

Mr. Robert Willis was appointed director and Chair on February 26, 2024. Mr. Willis will not be seeking re-election on June 27, 2024. No compensation was paid to Mr. Willis during his tenure (*see Stock Options and Other Compensation Securities*).

Stock Options and Other Compensation Securities

During the year ended December 31, 2023 there were no Options, RSU or DSU's granted to NEO's or Directors.

As at December 31, 2023, NEO's and Directors held the following Options, DSU's and RSU's:

1. Mr. Stakiw held 500,000 Options each of which were exercisable into one common share of the Company at an exercise price of \$0.59 per share until March 1, 2027 of which 250,000 were fully vested. Subsequent to December 31, 2023 pursuant to Mr. Stakiw's resignation 500,000 Options expired without exercise on May 26, 2024.
2. Mr. Osmond held:
 - an aggregate of 850,000 Options which are fully vested and each of which are exercisable into one common

share. Of these, 200,000 are exercisable at \$0.30 per share until June 24, 2025; 300,000 are exercisable at \$0.45 until February 3, 2026; and 350,000 are exercisable at \$0.59 until March 1, 2027; and

- 87,500 RSU's as at December 31, 2023 which subsequently vested on March 1, 2024 and were issued.

During the year ended December 31, 2023 on March 1, 2023 87,500 RSU's vested and were issued. The Common Shares issued were valued at \$14,437 as determined by the market price when issued being \$0.165 per share.

3. Mr. Lo held:

- an aggregate of 550,000 options which are fully vested and each of which are exercisable into one common share of the Company. Of these, 150,000 are exercisable at \$0.30 per share until August 23, 2024; 100,000 are exercisable at \$0.30 until May 18, 2025, 150,000 are exercisable at \$0.45 per share until February 3, 2026; and 150,000 are exercisable at \$0.57 until March 1, 2027.; and
- 50,000 RSU's as at December 31, 2023 which subsequently vested March 1, 2024 and were issued.

During the year ended December 31, 2023 on March 1, 2023 50,000 RSU's vested and were issued. The Common Shares issued were valued at \$8,250 as determined by the market price when issued being \$0.165 per share.

4. Mr. Johnson held:

- an aggregate of 650,000 Options which were fully vested each of which were exercisable into one common share of the Company. Of these, 400,000 were exercisable at \$0.45 per share until February 3, 2026; and 250,000 were exercisable at \$0.57 until March 1, 2027. Subsequent to December 31, 2023 pursuant to Mr. Johnson's resignation 650,000 Options expired without exercise on May 26, 2024; and
- 62,500 RSU's as at December 31, 2023 which were to vest on March 1, 2024. Pursuant to Mr. Johnson's resignation the 62,500 RSU's were forfeited effective February 26, 2024.

During the year ended December 31, 2023 on March 1, 2023 62,500 RSU's vested and were issued. The Common Shares issued were valued at \$10,312 as determined by the market price when issued being \$0.165 per share.

5. Mr. Elliott held:

- an aggregate of 550,000 Options which are fully vested each of which are exercisable into one common share of the Company. Of these, 150,000 are exercisable at \$0.30 per share until June 24, 2025; 250,000 are exercisable at \$0.45 per share until February 3, 2026; and 150,000 are exercisable at \$0.57 until March 1, 2027; and
- 100,000 DSUs.

6. Mr. Espig held:

- an aggregate of 550,000 options which were fully vested each of which were exercisable into one common share of the Company. Of these, 150,000 were exercisable at \$0.30 per share until June 24, 2025; 250,000 were exercisable at \$0.45 per share until February 3, 2026; and 150,000 were exercisable at \$0.57 until March 1, 2027. Subsequent to December 31, 2023 pursuant to Mr. Espig's resignation 550,000 Options expired without exercise on May 26, 2024; and
- 100,000 DSUs as at December 31, 2023 which vested and were issued pursuant to Mr. Espig's resignation effective February 26, 2024.

7. Mr. Doggett held:

- an aggregate of 550,000 Options which were fully vested each of which are exercisable into one common share of the Company. Of these, 150,000 were exercisable at \$0.50 per share until October 27, 2025;

250,000 were exercisable at \$0.45 per share until February 3, 2026; and 150,000 were exercisable at \$0.57 until March 1, 2027, Subsequent to December 31, 2023 pursuant to Mr. Doggett's resignation 550,000 Options expired without exercise on May 26, 2024; and

- 100,000 DSUs as at December 31, 2023 which vested and were issued pursuant to Mr. Doggett's resignation effective February 26, 2024.
- 8. Subsequent to December 31, 2023, Mr. Willis was granted 50,000 DSU's pursuant to his appointment as director from February 26, 2024 and shall vest and be issuable on June 27, 2024.

Exercise of Options and Compensation Securities by Directors and NEOs

During the most recently completed year end December 31, 2023 there was no exercise of compensation securities by directors or NEO's. During the year ended December 31, 2023 certain RSU's vested and were issued as described hereinabove. Subsequent to December 31, 2023 certain DSU's vested and were issued (*see Stock Options and Other Compensation Securities*).

External Management Companies

Other than as disclosed below under "Employment, Consulting and Management Agreements", the Company has not entered into any agreement with any external management company that employs or retains one or more of the NEOs or Directors and, other than as disclosed below, the Company has not entered into any understanding, arrangement or agreement with any external management company to provide executive management services to the Company, directly or indirectly, in respect of which any compensation was paid by the Company.

Employment, Consulting and Management Agreements

As of the date hereof, other than as described below, the Company does not have any contract, agreement, plan or arrangement that provides for payments to the Named Executive Officers at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in a director or Named Executive Officer's responsibilities.

For the purposes of this section "**Change of Control**" means change in control of the Company, which includes the acquisition by a person of 50% or more of the voting securities of the Company, the removal of 50% or more of the incumbent members of the Board, or a transaction the result of which is that the current voting Shareholders of the Company own less than 50% of the voting shares of the resulting or successor corporation, or the sale of all or substantially all of the Company's assets.

Steve Stakiw Employment Agreement

The Company entered into an employment agreement with Steve Stakiw dated March 30, 2022, with respect to the provision of services to the Company as the former Chief Executive Officer, President and a member of the Board (the "**Stakiw Employment Agreement**"). Pursuant to the terms and conditions of the Stakiw Employment Agreement, Mr. Stakiw provided the Company with certain services consisting of key responsibilities, including: corporate vision; financial planning; management system; management team; marketing and investor strategy; and corporate development.

Pursuant to the Stakiw Employment Agreement Mr. Stakiw was paid a base salary of \$16,666.67 per month (\$200,000 Annual Salary) and was granted initial incentive stock options in the aggregate of 500,000 options to purchase Common Shares of the Company at an exercise price of \$0.59 per Common Share. The stock options vested 50% on March 30, 2022 and 50% on January 1, 2023. Mr. Stakiw was also entitled to an annual Performance Bonus (as defined in the Stakiw Employment Agreement) of up to 50% of annual salary subject to the Board's discretionary approval of Mr. Stakiw's achievement of Significant Value Creation Events (as defined in the Stakiw Employment Agreement). During Mr. Stakiw's tenure no Performance Bonus was issued.

The Stakiw Employment Agreement could be terminated by the Company, without just cause on or before December 31, 2022, upon the Company's payment to Mr. Stakiw, in a lump sum equal to 50% of the Annual Salary or after

December 31, 2022 in a lump sum equal to 100% of the Annual Salary. In the event of an Involuntary Termination (as defined in the Stakiw Employment Agreement) which occurs within six (6) months of a Change of Control the Company shall pay Mr. Stakiw, no later than thirty (30) days from the date that the Involuntary Termination occurs, a lump sum payment of \$200,000 as a severance payment.

On February 26, 2024 Mr. Stakiw resigned and the Stakiw Employment Agreement was terminated.

Kaman Capital Corp. Service Agreement

Duane Lo, Chief Financial Officer of the Company provides his services to the Company through Kaman Capital Corp. (“**Kaman**”). The Company and Kaman entered into a service agreement effective January 20, 2019 (the “**Kaman Services Agreement**”), with respect to the provision of services which include, monthly accounting and bookkeeping services, tax filings and assistance and guidance on other corporate financial matters in exchange for an hourly rate of \$100 per hour. The Company and Kaman entered into a revised service agreement effective February 1, 2021 (the “**Kaman Revised Agreement**”) and established the monthly consulting fee to be \$7,500 per month plus applicable taxes (the “**Consulting Fee**”).

The Company may terminate the Kaman Revised Agreement immediately upon Kaman’s substantial negligence or misconduct in the provision of the services, as determined in the sole discretion of the Company. Upon such a termination, Kaman will receive only the Consulting Fees (as defined in the Kaman Revised Agreement) and reimbursement for expenses accrued up to the date of termination. Upon termination by the Company other than for non-performance, misconduct or negligence of Kaman, the Company will provide Kaman with a lump sum equal to 12 months Consulting Fees accrued as at the date of termination.

Paul Johnston Employment Agreement

The Company entered into an employment agreement with Paul Johnston dated February 1, 2021, with respect to the provision of services to the Company as the former Vice President Exploration (the “**Johnston Employment Agreement**”). Pursuant to the terms and conditions of the Johnston Employment Agreement, Mr. Johnston provided the Company with certain services consisting of key responsibilities, including: corporate vision; exploration planning; management system; management team; strategic planning and technical analysis and disclosure.

Pursuant to the Johnston Employment Agreement Mr. Johnston was paid a base salary of \$15,000 per month and was granted initial incentive stock options in the aggregate of 400,000 options to purchase Common Shares of the Company at an exercise price of \$0.45 per Common Share. The stock options vested 50% on February 3, 2021 and 50% on February 3, 2022. Mr. Johnston was also entitled to an annual Performance Bonus and an additional annual Performance Bonus subject to the Board discretionary approval of Mr. Johnston’s achievement of key performance objectives (as defined in the Johnston Employment Agreement).

The Johnston Employment Agreement could be terminated by the Company, without just cause on or before February 1, 2022, upon the Company’s payment to Mr. Johnston, in a lump sum equal to \$15,000 or after February 1, 2022 in a lump sum equal to 100% of the Annual Salary and any unpaid Performance Bonus for a prior calendar year. In the event of an Involuntary Termination (as defined in the Johnston Employment Agreement) which occurs within six (6) months of a Change of Control the Company shall pay Mr. Johnston, no later than thirty (30) days from the date that the Involuntary Termination occurs, a lump sum payment of \$180,000 as a severance payment.

Pursuant to Mr. Johnson’s resignation on February 26, 2024 the Johnson Employment Agreement was terminated.

Pension Plan Benefits

The Company does not anticipate having any deferred compensation plan or pension plan that provide for payments or benefits at, following or in connection with retirement.

Director Compensation

The Board approved a policy in respect of director compensation on March 22, 2021, which entitles each director, except for the CEO and Chair, to an annual retainer equal to \$21,000. E29 contemplates that each director, will be entitled to participate in the Stock Option Plan and Share Unit Plan or any other security-based compensation arrangement or plan adopted by E29 with the approval of the Board and/or E29's Shareholders, as may be required by applicable law or Exchange policies.

Description of Stock Option Plan

On September 7, 2023 the Shareholders of the Company re-approved the Stock Option Plan (the "SOP"). The purpose of the SOP is to provide the Company with a share-related mechanism to attract, retain and motivate qualified directors, officers, employees, management company employees and consultants, to reward those individuals from time to time for their contributions toward the long terms goals of the Company and to enable and encourage those individuals to acquire Common Shares as long term investments. Upon becoming a reporting issuer, the Company will be required to obtain Shareholder approval of the SOP on a yearly basis in accordance with the policies of the Exchange. The general terms and conditions of the SOP are reflected in the disclosure below.

Key Terms	Summary
Administration	The SOP will be administered by the Board, or such director or other senior officer or employee of the Company as may be designated as administrator by the Board. The Board or such committee may make, amend and repeal at any time, and from time to time, such regulations not inconsistent with the SOP.
Number of Common Shares	The maximum number of Common Shares issuable under the SOP shall not exceed 10% of the number of Common Shares issued and outstanding as of each date on which the Board grants the Option (the "Award Date") with certain limits on grants to Participants (as defined in the SOP), Participants who are Insiders (as defined in the SOP), and Investor Relations Service Providers (as defined in the SOP) in accordance with the rules and policies of the Exchange. The number of Common Shares underlying Options that have been cancelled, that have expired without being exercised in full, and that have been issued upon exercise of Options shall not reduce the number of Common Shares issuable under the Plan and shall again be available for issuance thereunder.
Securities	Each Option entitles the holder thereof (an "Option Holder") to purchase one Common Share at an exercise price determined by the Board.
Participation	Any Director, Officer, Consultant, Employee, Management Company Employee (as defined in the policies of the Exchange), of the Company (including any subsidiary of the Company), as the Board may determine.
Exercise Price	The exercise price of an Option will be determined by the Board in its sole discretion, provided that the exercise price will not be less than the Discounted Market Price (as defined in the policies of the Exchange) or \$0.05 per share (or, if the Common Shares are not listed for trading on the Exchange, then the permissible discounted market price on such exchange or quotation system on which the Common Shares are then listed or quoted for trading) or such other price as may be required or permitted by the Exchange from time to time.

Exercise Period

The exercise period of an Option will be the period from and including the award date through to and including the expiry date that will be determined by the Board at the time of grant (the “**Expiry Date**”), provided that the Expiry Date of an Option will be no later than the tenth anniversary of the Award Date of the Option, provided that such date does not fall within a Blackout Period (as defined in the SOP), and any Options granted to any Optionee (as defined in the SOP) who is a Participant (each as defined in the SOP) will expire no more than 12 months following the date that such Optionee ceases to be engaged in such role.

Cessation of Employment

Subject to certain limitations, in the event that an Option Holder ceases to be a engaged and or employed by the Company or an Affiliate (as defined in the SOP), other than by reason of death, the Expiry Date of the Option will be 90 days after the date of such Termination (as defined in the SOP). Notwithstanding the foregoing in no event shall such right be extended beyond the Option Period or one year from the date of Termination.

In the event that an Option Holder should die while he or she is still Director, Officer, Management Company Employee, Employee or Consultant of the Company, the Expiry Date will be 12 months from the date of death of the Option Holder.

Acceleration Events

If the Company seeks shareholder approval for a transaction which would constitute an Acceleration Event (as defined in the SOP) or third party makes a bona fide formal offer to the Company or its shareholders which would constitute an Acceleration Event, the Board (i) permit the Option Holders to exercise their Options, as to all or any of such Options that have not previously been exercised (regardless of any vesting restrictions), but in no event later than the Expiry Date of the Option, so that the Option Holders may participate in such transaction; and (ii) require the acceleration of the time for the exercise of the Options and of the time for the fulfilment of any conditions or restrictions on such exercise.

Notwithstanding any other provision of the SOP or the terms of any Option, if at any time when Options remains unexercised and the Company completes any transaction which constitutes an Acceleration Event, all outstanding unvested Options will automatically vest with the exception of any Options granted to persons performing Investor Relations Services which are subject to Exchange approval.

Any proposed acceleration of vesting provisions is subject to the policies and necessary approvals of the Exchange, if applicable.

Limitations

The maximum number of Common Shares which may be issued, at any time or within any one-year period, to Insiders as a group under the SOP, together with any other share-based compensation arrangements of the Company, will be 10% of the total number of Common Shares issued and outstanding (including all Security Based Compensation Plans *as defined in the policies of the Exchange*). The total number of Options awarded to any one individual in any twelve-month period will not exceed 5% of the issued and outstanding Common Shares of the Company at the Award Date (including all Security Based Compensation Plans)

unless the Company has obtained disinterested shareholder approval as required by the Exchange.

The total number of Options awarded to any one Consultant (as defined in the policies of the Exchange) of the Company in any twelve-month period will not exceed 2% of the issued and outstanding Common Shares of the Company at the Award Date (including all Security Based Compensation Plans) unless consent is obtained from the Exchange.

The total number of Options awarded to all persons retained by the Company to provide Investor Relations Activities will not exceed 2% of the issued and outstanding Common Shares of the Company, in any twelve-month period, calculated at the Award Date unless consent is obtained from the Exchange. Options granted to persons retained to provide Investor Relations Activities and will vest in stages over not less than twelve months with no more than one quarter of the options vesting in any three-month period. Investor Relation Services Provides are not entitled to any Security Based Compensation other than Options.

Amendments

Subject to certain exceptions and any applicable regulatory approval, the Board may amend the SOP to be awarded for the purpose of complying with any changes in any relevant law, Exchange policy, rule or regulation applicable to the SOP, any Option or the Common Shares, or for any other purpose which the Board may deem desirable or necessary and may be permitted by all relevant laws, rules and regulations, provided that any such amendment will not materially impair any right of any Option Holder pursuant to any Option awarded prior to such amendment. The SOP may be amended, without obtaining the approval of the Exchange, to (i) reduce the number of Common Shares under an Option, or (ii) increase the exercise price or cancel an Option, provided the Company issues a news release outlining the terms of the amendment.

The Board may only amend the provisions of the SOP relating to the following if the Board obtains the approval of the shareholders of the Company: (i) persons eligible to be granted Options under the SOP; (ii) the maximum number or percentage of Common Shares reserved for issuance upon exercise of Options available under the SOP (iii) the limitations on grants of Options to any one person, Insiders, Consultants, or persons involved in Investor Relations Activities; (iv) the method for determining the exercise price for Options; (v) the maximum term of Options; (vi) the expiry and termination provisions applicable to Options; (vii) the addition of a Net Exercise provision or (viii) amendments to the amendment provisions of the SOP.

Disinterested shareholders of the Company must approve any amendment to Options held by an Insider at the time of the amendment that would have the effect of decreasing the exercise price of such Options or extension of an expiry date.

Any amendments to the Option Plan or outstanding stock options are subject to the approval of the Exchange and, if required by the shareholders of the Company, possibly with only disinterested shareholders entitled to vote. The amendment to an outstanding stock option will also require the consent of the Optionee.

No options have been granted under the Option Plan which remain subject to shareholder approval.

The Plan does not permit stock options to be transformed into stock appreciation rights.

Equity Compensation Plan Information

The following table sets forth the Company’s compensation plans under which equity securities are authorized for issuance as at December 31, 2023:

<i>Plan Category</i>	<i>Number of securities to be issued upon exercise of outstanding options, RSU’s and DSU’s (a)</i>	<i>Weighted-average exercise price of outstanding options, RSU’s and DSU’s (b)</i>	<i>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</i>
<i>Equity compensation plans approved by securityholders</i>	6,522,500	0.48	3,864,861
<i>Equity compensation plans not approved by securityholders</i>	Nil.	Nil.	Nil.
<i>Total</i>	6,522,500	0.48	3,864,861

Notes:

- (1) Issued pursuant to the Stock Option Plan and Share Unit Plan; and
- (2) Based on 10% of the 106,623,613 Shares of the Company issued and outstanding as of the date of this Information Circular.

STATEMENT ON CORPORATE GOVERNANCE

The Company and the Board recognize the importance of corporate governance to the effective management of the Company and to the protection of its employees and Shareholders. The Company’s approach to significant issues of corporate governance is designed with a view to ensuring that the business and affairs of the Company are effectively managed so as to enhance Shareholder value. The Board fulfills its mandate directly and through its committees at regularly scheduled meetings or at meetings held as required. Frequency of meetings may be increased, and the nature of the agenda items may be changed depending upon the state of the Company’s affairs and in light of opportunities or risks which the Company faces. The directors are kept informed of the Company’s business and affairs at these meetings as well as through reports and discussions with management on matters within their particular areas of expertise.

National Policy 58-201 – *Corporate Governance Guidelines* establishes corporate governance guidelines to be used by issuers in developing their own corporate governance practices. The Board is committed to ensuring that the Company has an effective corporate governance system, which adds value and assists the Company in achieving its objectives.

The Company’s approach to corporate governance is set forth below.

Mandate of the Board

The Board assumes responsibility for the stewardship of the Company and the enhancement of Shareholder value. The Board is responsible for:

- (a) adopting a strategic plan for the Company and reviewing the plan in light of management’s assessment of emerging trends, the competitive environment, the opportunities for the business of the Company, risk issues, and significant business practices and products;
- (b) ensuring that the risk management of the Company is prudently addressed;
- (c) reviewing the Company’s approach to human resource management and overseeing succession planning for management;
- (d) reviewing the Company’s approach to corporate governance, including an evaluation of the adequacy of the mandate of the Board, director independence standards and compliance with the Company’s Code of Business Conduct and Ethics; and
- (e) upholding a comprehensive policy for communications with Shareholders and the public at large.

The frequency of meetings of the Board and the nature of agenda items may change from year to year depending upon the activities of E29. The Board intends to meet at least annually and at each meeting there is a review of the business of E29.

The Board facilitates its exercise of independent supervision over the Company’s management through frequent meetings of the Board being held to obtain an update on significant corporate activities and plans, both with and without members of the Company’s management being in attendance.

Composition of the Board

The Board is currently composed of three directors, two of whom qualify as independent directors. For this purpose, a director is independent if he or she has no direct or indirect “material relationship” with E29, as defined in National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“NI 58-101”). A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of the director’s independent judgment. An individual who has been an employee or executive officer of the Company within the last three years is considered to have a material relationship with the Company. Patrick Elliott and Robert Willis are considered independent for the purposes of NI 58-101. Mr. Osmond was appointed President and CEO effective February 26, 2024, and is considered non-independent.

Of the proposed five (5) nominees, one nominee, Mr. Osmond is considered “not independent”. Mr. Osmond is the current President and CEO and is considered an “inside” or a management director. Each of the remaining four (4) proposed directors Messer’s Elliott, Mercer, Idziszek and Ms. Vera are considered by the Board to be “independent”, within the meaning of NI 58-101.

Inter-locking Directorships

Some of the directors and nominees of the Company serve on the same boards of directors of other reporting issuers (or the equivalent) in Canada or foreign jurisdictions. The following table lists the directors of the Company who serve on boards of directors of other reporting issuers (or the equivalent) and the identities of such reporting issuers (or the equivalent).

<u>Name of Director</u>	<u>Reporting Issuers (or the Equivalent)</u>
Richard Osmond	Forte Minerals Corp.
Patrick Elliott	MLK Gold Ltd. Forte Minerals Corp.

The Board has determined that these inter-locking directorships do not adversely impact the effectiveness of these directors on the Board or create any potential for conflicts of interest. However, certain of the Company’s directors are, or may become, directors, officers or shareholders of other companies with businesses which may conflict with the Company’s business.

See also “*Other Information –Interest of Informed Persons in Material Transactions*”.

Orientation and Education

Each new director participates in the Company's initial orientation program and each director participates in the Company's continuing director development programs. The Board reviews the Company's initial orientation program and continuing director development programs. E29 provides new directors copies of relevant financial, technical, geological and other information regarding its properties and meetings with management. Board members are encouraged to communicate with management and auditors, to keep themselves current with industry trends and developments, and to attend related industry seminars. Board members have full access to the Company's records.

Ethical Business Conduct

E29 has adopted a written Code of Business Conduct and Ethics, which emphasizes the importance of matters relating to honest and ethical conduct, conflicts of interest, confidentiality of corporate information, protection and proper use of corporate assets and opportunities, compliance with applicable laws, rules and regulations and the reporting of any illegal or unethical behaviour.

Other Board Committees

As of the date hereof, in addition to the Audit Committee, the Board has a Compensation Committee and Corporate Governance and Nominating Committee *see Election of Directors*.

Director Assessment

The Board is responsible for ensuring that an appropriate system is in place to evaluate the effectiveness of the Board as a whole, the individual committees of the Board, and the individual members of the Board and such committees with a view of ensuring that they are fulfilling their respective responsibilities and duties. In connection with such evaluations, each director is required to provide his or her assessment of the effectiveness of the Board and each committee as well as the performance of the individual directors, annually. Such evaluations take into account the competencies and skills each director is expected to bring to his or her particular role on the Board or on a committee, as well as any other relevant factors.

AUDIT COMMITTEE

The Audit Committee is currently comprised of Patrick Elliott (Chair), Robert Willis and Richard Osmond all of whom are "financially literate" as defined in National Instrument 52-110 – *Audit Committees* ("NI 52-110"). Patrick Elliott and Robert Willis are considered "independent", pursuant to NI 52-110. Mr. Osmond as the current President and CEO is considered an "inside" or a management director.

Pursuant to the appointment of the nominees as outlined under *Election of Directors*, the Audit Committee for the ensuing year will be comprised of Mr. Elliott (Chair), Mr. Osmond and Mr. Idziszek. Messer's Elliott and Idziszek are to be independent members of the Audit Committee. Mr. Osmond as noted hereinabove is the current President and CEO is considered not-independent. All of the proposed nominees are considered "financially literate" as defined in National Instrument 52-110 – *Audit Committees* ("NI 52-110").

The Audit Committee provides assistance to the Board in fulfilling its obligations relating to the integrity of the internal financial controls and financial reporting of the Company. The external auditors of the Company report directly to the Audit Committee. The Audit Committee's primary duties and responsibilities include: (i) reviewing and reporting to the Board on the annual audited financial statements (including the auditor's report thereon) and unaudited interim financial statements and any related management's discussion and analysis, if any, and other financial disclosure related thereto that may be required to be reviewed by the Audit Committee pursuant to applicable legal and regulatory requirements; (ii) reviewing material changes in accounting policies and significant changes in accounting practices and their impact on the financial statements; (iii) overseeing the audit function, including engaging in required discussions with the Company's external auditor and reviewing a summary of the annual audit plan at least annually, overseeing the independence of the Company's external auditor, overseeing the Company's internal auditor, and pre-approving any non-audit services to the Company; (iv) reviewing with management and the

Company's external auditors, at least annually, the integrity of the internal controls over financial reporting and disclosure; (v) reviewing management reports related to legal or compliance matters that may have a material impact on the Company and the effectiveness of the Company's compliance policies; and (vi) maintain, review and update the Company's whistleblowing procedures as set forth in the Company's whistleblower policy.

The full text of the Audit Committee Charter is attached to this Circular as Schedule "B".

Relevant Education and Experience

Each proposed member of the Audit Committee has adequate education and experience that is relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

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

Patrick Elliott (Chair)

Mr. Elliott has over 10 years of experience in the mining sector. Mr. Elliott has been a board member of several private companies and has experience with various operational and reporting requirements, including the reporting of internal financial reporting requirements and economic projections. Based on his experience, Mr. Elliott has an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as an audit committee member.

Chet Idziszek

Chet Idziszek holds a Master of Applied Sciences degree from McGill University, he has worked as an exploration geologist and exploration executive with 21 numerous international mineral exploration companies for over 40 years, including many public companies and reporting issuers, with experience as director and member of audit committees.

Richard Osmond

Mr. Osmond holds a B. Sc. (honors) from Memorial University. Mr. Osmond has over 25 years of experience in the mining sector. Mr. Osmond has been a board member of several private companies and has experience with various operational and reporting requirements, including the reporting of internal financial reporting requirements and economic projections.

Pre-Approval Policies and Procedures

The Audit Committee mandate requires that the Audit Committee pre-approve any retainer of the auditor of the Company to perform any non-audit services to the Company that it deems advisable in accordance with applicable legal and regulatory requirements and policies and procedures of the Board. The Audit Committee is permitted to delegate pre-approval authority to one of its members; however, the decision of any member of the Audit Committee to whom such authority has been delegated must be presented to the full Audit Committee at its next scheduled meeting.

Reliance on Certain Exemptions

The Company has relied upon the exemption provided by section 6.1 of NI 52-110, pursuant to which the Company is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

External Auditor Service Fees by Category

The fees billed by the Company's external auditors in each of the last two fiscal years for audit and non-audit related services provided to the Company or its subsidiaries (if any) were as follows:

Financial Year Ending	Audit Fees	Audit-Related Fees⁽¹⁾	Tax Fees⁽²⁾	All Other Fees⁽³⁾
December 31, 2023	\$50,850	Nil.	\$8,100	Nil.
December 31, 2022	\$39,500	Nil.	\$7,750	Nil.

Notes:

- (1) Fees charged for assurance and related services that are reasonably related to the performance of an audit, and not included under Audit Fees.
- (2) Fees charged for tax compliance, tax advice and tax planning services.
- (3) Fees for services other than disclosed in any other column.

OTHER INFORMATION

Interest of Certain Persons in Matters to be Acted Upon

Other than as disclosed elsewhere in this Circular, none of the directors or executive officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who have been directors or executive officers of the Company since the commencement of the Company's last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

Interest of Informed Persons in Material Transactions

To the knowledge of the Company, after reasonable enquiry, informed person of the Company, no proposed nominee for election as a Director of the Company, and no associate or affiliate of any such informed person or proposed nominee has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction that, in either case, has materially affected or would materially affect the Company or any of its subsidiaries.

Indebtedness of Officers and Directors to the Company

None of the directors, executive officers, and employees, proposed nominees for election as directors or their associates has been indebted to the Company or to any of its subsidiaries nor has any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company or any of its subsidiaries for the financial year ended December 31, 2023.

Other Business

Management is not aware of any matters to come before the Meeting other than those set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy, to vote the shares represented thereby in accordance with their best judgement on such matter.

Additional Information

Additional information relating to the Company is available on SEDAR at www.sedarplus.ca. Shareholders of the Company may request a copy of the Company's consolidated financial statements and management's discussion and analysis by writing to the Corporate Secretary, Element 29 Resources Inc., at Suite 1005 – 409 Granville St, Vancouver, British Columbia V6C 1T2 or by telephone at 1-888-246-7881.

Financial information is provided in the Company's comparative annual financial statements and management's discussion and analysis for its most recently completed financial year, available on SEDAR at www.sedar.com.

Approval by Directors

The contents of this Circular and the sending, communication or delivery thereof to the Shareholders have been approved by the Board of the Company. A copy of this Circular has been sent to each director, each Shareholder entitled to notice of the Meeting and the auditors of the Company.

DATED as of the 27th day of May, 2024.

“Richard Osmond”

Richard Osmond.
President and CEO, Director

SCHEDULE "A"
STOCK OPTION PLAN

See attached.

ELEMENT 29 RESOURCES INC.

STOCK OPTION PLAN

**ARTICLE ONE
DEFINITIONS AND INTERPRETATION**

Section 1.01 **Definitions.** For purposes of this Stock Option Plan, unless such capitalized word or term is otherwise defined herein or the context in which such capitalized 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) **"Affiliate"** means a Company that is affiliated with another Company if:
 - (i) one of them is a subsidiary of the other; or
 - (ii) each of them is controlled by the same person.
- (b) **"Blackout Period"** means the period during which the relevant Participant is prohibited from exercising, redeeming or settling their Security Based Compensation. The following requirements are applicable to any such automatic extension provision:
 - (i) The Blackout Period must be formally imposed by the Issuer pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Issuer formally imposing a blackout period, the expiry date, redemption date or settlement date, as applicable, of any Security Based Compensation will not be automatically extended.
 - (ii) The blackout period must expire following the general disclosure of the undisclosed Material Information. The expiry date, redemption date or settlement date, as applicable, of the affected Security Based Compensation can be extended to no later than ten (10) business days after the expiry of the Blackout Period.
 - (iii) The automatic extension of a Participant's Security Based Compensation will not be permitted where the Participant or the Issuer is subject to a cease trade order (or similar order under Securities Laws) in respect of the Issuer's securities.
 - (iv) The automatic extension is available to all eligible Participants under the Security Based Compensation Plan under the same terms and condition;
- (c) **"Blackout Period Expiry Date"** means the date on which a Blackout Period expires;
- (d) **"Business Day"** means a day on which the Stock Exchange is open for trading, provided that if the Common Shares are not listed on a Stock Exchange, means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

- (e) "**Committee**" means the Directors or, if the Directors so determine in accordance with Section 2.03 hereof, the committee of the Directors authorized to administer this Stock Option Plan;
- (f) "**Common Shares**" means the common shares of the Corporation, as adjusted in accordance with the provisions of article five hereof from time to time;
- (g) "**Consultant**" means, in relation to an Issuer, an individual (other than a Director, Officer or Employee of the Issuer or of any of its subsidiaries) or Company that:
 - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Issuer or to any of its subsidiaries, other than services provided in relation to a distribution;
 - (ii) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the Company, as the case may be; and
 - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Issuer or of any of its subsidiaries
- (h) "**Consultant Company**" means a Consultant that is a Company;
- (i) "**Corporation**" means Element 29 Resources Inc., a corporation existing under the *Business Corporations Act* (British Columbia), and any successor thereof;
- (j) "**Directors**" means a director (as defined under Securities Laws) of the Corporation or of any of its subsidiaries.;
- (k) "**Eligible Charitable Organization**" means: (a) any Charitable Organization or Public Foundation which is a Registered Charity, but is not a Private Foundation; or (b) a Registered National Arts Service Organization.
- (l) "**Eligible Directors**" means the Directors or the directors of any Affiliate from time to time;
- (m) "**Employee**" means
 - (i) an individual who is considered an employee of the Corporation or of its subsidiary under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;
 - (ii) an individual who works full-time for the Corporation or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source;
or

- (iii) an individual who works for the Corporation or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source
- (n) "**Exercise Price**" has the meaning given to such term in Section 3.03 hereof;
- (o) "**Insider**" has the meaning given to such term in the policies of the TSX Venture Exchange;
- (p) "**Investor Relations Activities**" as defined in the policies of the TSX Venture Exchange;
- (q) "**Investor Relations Service Provider**" includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.
- (r) "**Management Company Employee**" means an individual employed by a Company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation.
- (s) "**Officer**" means an officer (as defined under Securities Laws) of the Corporation or of any of its subsidiaries
- (t) "**Option**" means an option to purchase Common Shares granted pursuant to, or governed by, this Stock Option Plan;
- (u) "**Optionee**" means a Participant to whom an Option has been granted pursuant to this Stock Option Plan;
- (v) "**Option Period**" means the period of time during which the particular Option may be exercised, including as extended in accordance with Section 3.04 hereof;
- (w) "**Participant**" means a Director, Officer, Employee, Management Company Employee, Consultant or Eligible Charitable Organization that is the recipient of Security Based Compensation granted or issued by the Corporation;
- (x) "**Person**" means a Company or individual
- (y) "**Security Based Compensation Plan**" includes any Stock Option Plan, DSU Plan, PSU Plan, RSU Plan, SAR Plan, SP Plan and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to a Participant;
- (z) "**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Corporation;
- (aa) "**Stock Option Plan**" means this plan of the Corporation pursuant to which the Corporation may grant Stock Options;

- (bb) "**Stock Exchange**" means the TSX Venture Exchange or, if the Common Shares are not then listed on the TSX Venture Exchange, such other principal market on which the Common Shares are then traded as designated by the Committee from time to time;
- (cc) "**Termination**" has the meaning given to such term in Section 3.11 hereof; and
- (dd) "**U.S. Securities Act**" has the meaning given to such term in Section 4.02 hereof.

Section 1.02 **Securities Definitions.** In this Stock Option Plan, the terms "affiliate" shall have the meaning given to such term in National Instrument 62-104 *Take-Over Bids and Issuer Bids*.

Section 1.03 **Headings.** The headings of all articles, sections, paragraphs and subparagraphs in this Stock Option Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this Stock Option Plan.

Section 1.04 **Context, Construction.** Whenever the singular or masculine are used in this Stock Option Plan the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires. The word "person" shall be given the widest meaning possible and shall include, without limitation, an individual, a corporation, a partnership, a limited partnership or any other unincorporated entity.

Section 1.05 **References to this Stock Option Plan.** The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this Stock Option Plan as a whole and not to any particular article, section, paragraph, subparagraph or other part hereof.

ARTICLE TWO PURPOSE AND ADMINISTRATION OF THIS STOCK OPTION PLAN

Section 2.01 **Purpose of this Stock Option Plan.** This Stock Option Plan provides for the potential acquisition of Common Shares by Participants for the purpose of advancing the interests of the Corporation through the motivation, attraction and retention of key employees, directors and consultants of the Corporation and Affiliates and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Common Shares by Participants of the Corporation and its Affiliates, it being generally recognized that share incentive plans can aid in attracting, retaining and encouraging Participants due to the opportunity offered to them to acquire a proprietary interest in the Corporation.

Section 2.02 **Administration of this Stock Option Plan.** This Stock Option Plan shall be administered by the Committee and the Committee shall have full authority to administer this Stock Option Plan, including the authority to interpret and construe any provision of this Stock Option Plan and to adopt, amend and rescind such rules and regulations for administering this Stock Option Plan as the Committee may deem necessary or desirable in order to comply with the requirements of this Stock Option Plan, subject in all cases to compliance with regulatory requirements. 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 this Stock Option 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 this Stock Option Plan and of the rules and regulations established for administering this Stock Option Plan. All costs incurred in

connection with this Stock Option Plan shall be for the account of the Corporation. If the Common Shares are listed on a Stock Exchange, this Stock Option Plan shall be administered in accordance with the rules and policies of such Stock Exchange by the Committee so long as the Common Shares remain listed on the Stock Exchange.

Section 2.03 **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.

Section 2.04 **Record Keeping.** The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Optionee;
- (b) the number of Common Shares subject to Options granted to each Optionee; and
- (c) the aggregate number of Common Shares subject to Options.

Section 2.05 **Determination of Participants.** The Committee shall from time to time determine the Participants who may participate in this Stock Option Plan. The Committee shall from time to time determine the Participants to whom Options shall be granted, the number of Common Shares to be made subject to, and the expiry date of, each Option granted to each Participant and the other terms, including any vesting provisions, of each Option granted to each Participant, all such determinations to be made in accordance with the terms and conditions of this Stock Option 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. All Employees, Consultants, or Management Company Employees shall be confirmed to be a bona fide Employee, Consultant or Management Company Employee, as the case may be.

Section 2.06 **Maximum Number of Shares.**

- (a) The maximum number of Common Shares reserved for issue pursuant to this Stock Option Plan shall be determined from time to time by the Committee but, in any case, shall not exceed, in the aggregate, 10% of the number of Common Shares then outstanding.
- (b) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue pursuant to Options granted under this Stock Option Plan to Participants who are Insiders as a group of the Corporation at any time or in any 12 month period shall not exceed 10% of the number of Common Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Stock Exchange.
- (c) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue to any one Person upon the exercise of any security based compensation including Options in any 12 month period shall not exceed 5% of the number of Common Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Stock Exchange.
 - (i) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue to any Consultant upon the exercise any security based compensation including Options in any 12 month period shall not exceed 2% of the number of Common Shares then outstanding.

- (ii) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue to Investor Relations Service Providers in aggregate must not exceed 2% of the number of Common Shares then outstanding granted to any such Investor Relations Service Provider.
- (iii) Stock Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months such that
 - a) no more than 1/4 of the Stock Options vest no sooner than three months after the Stock Options were granted
 - b) no more than another 1/4 of the Stock Options vest no sooner than six months after the Stock Options were granted
 - c) no more than another 1/4 of the Stock Options vest no sooner than nine months after the Stock Options were granted; and
 - d) the remainder of the Stock Options vest no sooner than 12 months after the Stock Options were granted.

Investor Relations Service Providers may not receive any Security Based Compensation (as defined in the Policies of the Stock Exchange) other than Stock Options.

For purposes of this Section 2.06, "the number of Common Shares then outstanding" shall mean the number of Common Shares outstanding on a non-diluted basis calculated at the date of the proposed grant of the applicable Option.

ARTICLE THREE STOCK OPTION PLAN

Section 3.01 **The Stock Option Plan and Participants.** This Stock Option Plan is hereby established for Participants.

Section 3.02 **Option Notice or Agreement.** Each Option granted to a Participant may be evidenced by a stock option notice or stock option agreement setting out terms and conditions consistent with the provisions of this Stock Option Plan, which terms and conditions need not be the same in each case and which terms and conditions may be changed from time to time.

Section 3.03 **Exercise Price.** The price per share (the "**Exercise Price**") at which any Common Share which is the subject of an Option may be purchased shall be determined by the Committee at the time the Option is granted, provided that, if the Common Shares are then listed on a Stock Exchange, the Exercise Price shall be not less than the closing price of the Common Shares on the Stock Exchange on the last trading day immediately preceding the date of the grant of such Option less the maximum discount, if any, permitted by the Stock Exchange or, if the Common Shares are not then listed on any stock exchange, the Exercise Price shall not be less than the fair market value of the Common Shares as may be determined by the Directors on the day immediately preceding the date of the grant of such Option. If the Common Shares are then listed on the TSX Venture Exchange, disinterested shareholder approval shall be required for any reduction in the Exercise Price of any Option if the Optionee is an Insider of the Corporation at the time of the proposed amendment to the Exercise Price.

Section 3.04 **Term of Option.** The Option Period for each Option shall be such period of time as shall be determined by the Committee, provided that in no event shall an Option Period exceed ten years. Notwithstanding the definition of Option Period contained herein or the foregoing, the expiration date of an Option will be the date fixed by the Directors with respect to such Option unless such expiration date falls within a Blackout Period in which case the expiration date of the Option will be the date which is ten Business Days after the Blackout Period Expiry Date provided that neither the Optionee nor the Corporation is subject to a cease trade order or similar order in respect of the Corporation's securities. If the Common Shares are listed on the TSX Venture Exchange, disinterested shareholder approval shall be required for the extension of any Option Period if the Optionee is an Insider of the Corporation at the time of the proposed amendment to the Option Period.

Section 3.05 **Lapsed Options.** If Options granted under this Stock Option Plan are surrendered, terminate or expire without being exercised in whole or in part, new Options may be granted covering the Common Shares not purchased under such lapsed Options (or such lapsed stock options).

Section 3.06 **Limit on Options to be Exercised.** Except as otherwise specifically provided herein Options may be exercised by the Optionee in whole at any time, or in part from time to time (in each case to the nearest full Common Share), during the Option Period only in accordance with the vesting schedule, if any, determined by the Committee, in its sole and absolute discretion, subject to the applicable requirements of the Stock Exchange, at the time of the grant of the Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Committee from time to time with respect to a particular Option. If the Committee does not determine a vesting schedule at the time of the grant of any particular Option, such Option shall be exercisable in whole at any time, or in part from time to time, during the Option Period, subject to the applicable requirements of the Stock Exchange. In the event that the Common Shares are listed on the TSX Venture Exchange, Options granted to Insiders or Consultants or with an Exercise Price based on the Discounted Market Price (as such term is defined in the policies of the TSX Venture Exchange), and the Common Shares issuable upon the exercise thereof, shall be subject to the restricted period and legending requirements imposed by the policies of the TSX Venture Exchange of a four month hold period commencing on the date of grant.

Section 3.07 **Participants on Exercise.** An Option may be exercised by the Optionee in whole at any time, or in part from time to time, during the Option Period, provided however that, except as otherwise specifically provided in Section 3.10 or Section 3.11 hereof, no Option may be exercised unless the Optionee at the time of exercise thereof is a Participant.

Section 3.08 **Payment of Exercise Price.** The issue of Common Shares on the exercise of any Option shall be contingent upon receipt by the Corporation of payment of the aggregate purchase price for the Common Shares in respect of which the Option has been exercised by cash or certified cheque delivered to the registered office of the Corporation together with a completed notice of exercise. No Optionee or legal representative, legatee or distributee of any Optionee will be, or will be deemed to be, a holder of any Common Shares with respect to which such Optionee was granted an Option, unless and until certificates for such Common Shares are issued to such Optionee, or them, under the terms of this Stock Option Plan. Subject to Section 3.12 hereof, upon an Optionee exercising an Option and paying the Corporation the aggregate purchase price for the Common Shares in respect of which the Option has been exercised, the Corporation shall as soon as practicable thereafter issue and deliver a certificate representing the Common Shares so purchased.

Section 3.09 **Acceleration on Take-over Bid, Consolidation, Merger, etc.** In the event that:

- (a) the Corporation seeks or intends to seek approval from the shareholders of the Corporation for a transaction which, if completed, would constitute an Acceleration Event (as defined below); or
- (b) a person makes a bona fide offer or proposal to the Corporation or the shareholders of the Corporation which, if accepted or completed, would constitute an Acceleration Event,

the Corporation may send notice to all Optionees of such transaction, offer or proposal and, provided that the Committee has determined that no adjustment will be made pursuant to Section 5.06 hereof, (i) the Committee may, by resolution and notwithstanding any vesting schedule applicable to any Option or Section 3.06 hereof, permit all Options outstanding (accept in the case of an Investor Relations Service Provider wherein written approval from the TSX Venture Exchange must be obtained) which have restrictions on their exercise to become immediately exercisable during the period specified in the notice (but in no event later than the applicable expiry date of an Option), so that the Optionee may participate in such transaction, offer or proposal, and (ii) the Committee may accelerate the expiry date of such Options and the time for the fulfillment of any conditions or restrictions on such exercise to an earlier date chosen by the Committee in their unfettered discretion.

In this Section 3.09, an Acceleration Event means:

- (a) the acquisition by any "offeror" (as defined in National Instrument 62-104 *Takeover Bids and Issuer Bids*) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Corporation, by means of a take-over bid or otherwise;
- (b) any consolidation, merger, statutory amalgamation or arrangement involving the Corporation and pursuant to which the Corporation will not be the continuing or surviving corporation or pursuant to which the Common Shares will be converted into cash or securities or property of another entity, other than a transaction involving the Corporation and in which the shareholders of the Corporation immediately prior to the completion of the transaction will have the same proportionate ownership of the surviving corporation immediately after the completion of the transaction;
- (c) a separation of the business of the Corporation into two or more entities;
- (d) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation to another entity; or
- (e) the approval by the shareholders of the Corporation of any plan of liquidation or dissolution of the Corporation.

Section 3.10 **Effect of Death.** If a Participant shall die, any outstanding Option held by such Participant at the date of such death shall become immediately exercisable notwithstanding Section 3.06 hereof, and shall be exercisable in whole or in part only by the person or persons to whom the rights of the Optionee under the Option shall pass by the will of the Optionee or the laws of descent and distribution for a period of 12 months after the date of death of the Optionee or prior to the expiration of the Option Period in respect of the Option, whichever is earlier, and then only to the extent that such Optionee was entitled to exercise the Option at the date of the death of such Optionee in accordance with Sections 3.06, 3.07 and 3.11 hereof.

Section 3.11 **Effect of Termination of Engagement.** If a Participant shall:

- (a) cease to be a Director, Officer, Employee, Consultant or Management Company Employee of the Corporation or of a Affiliate, as the case may be (and is not or does not continue to be an employee thereof), for any reason (other than death); (referred to herein as a "**Termination**"), such Participant may, but only within the 90 days succeeding such Termination, exercise the Options to the extent that such Participant was entitled to exercise such Options at the date of such Termination. Notwithstanding the foregoing in no event shall such right extend beyond the Option Period or one year from the date of Termination.

Section 3.12 **Necessary Approvals.** The obligation of the Corporation to issue and deliver any Common Shares in accordance with this Stock Option 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 any Participant upon the exercise of an Option for whatever reason, the obligation of the Corporation to issue such Common Shares shall terminate and any exercise price paid to the Corporation in respect of the exercise of such Option shall be returned to the Participant.

ARTICLE FOUR

WITHHOLDING TAXES AND SECURITIES LAWS OF THE UNITED STATES OF AMERICA

Section 4.01 **Withholding Taxes.** The Corporation or any Affiliate may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Corporation or any Affiliate is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Option or Common Share including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Common Shares to be issued upon the exercise of any Option, until such time as the Participant has paid the Corporation or any Affiliate for any amount which the Corporation or the Affiliate is required to withhold with respect to such taxes.

Section 4.02 **Securities Laws of the United States of America.** Neither the Options which may be granted pursuant to this Stock Option Plan nor the Common Shares which may be issued pursuant to the exercise of Options have 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 or granted an Option 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 the Option and/or any Common Shares as principal and for the account of the Participant;
- (b) in granting the Option and/or 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 granting of the Option and/or the issue of Common Shares do 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 REGULATION S UNDER THE U.S. SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE

144 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 REGULATION S 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 Element 29 Resources Inc. (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 paragraph 4.02(c) hereof, prior to making any disposition of any Common Shares acquired pursuant to this Stock Option 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 paragraph 4.02(c) hereof, the Participant will not attempt to effect any disposition of the Common Shares owned by the Participant and acquired pursuant to this Stock Option 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 this Stock Option 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 this Stock Option 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 paragraph 4.02(c) hereof.

ARTICLE FIVE GENERAL

Section 5.01 **Effective Time of this Stock Option Plan.** This Stock Option Plan shall become effective upon a date to be determined by the Directors.

Section 5.02 **Amendment of Plan.** The Committee may from time to time in the absolute discretion of the Committee, subject to the applicable requirements of the Stock Exchange, amend, modify and change the provisions of this Stock Option Plan or any Options granted pursuant to this Stock Option Plan, provided that if the Common Shares are listed on the TSX Venture Exchange, any amendment, modification or change to the provisions of this Stock Option Plan or any Options granted pursuant to this Stock Option Plan which would:

- (a) materially increase the benefits under this Stock Option Plan or any Options granted pursuant to the Plan;
- (b) increase the number of Common Shares, other than by virtue of sections 5.06 and 5.07 hereof, which may be issued pursuant to this Stock Option Plan; or
- (c) materially modify the requirements as to eligibility for participation in this Stock Option Plan;

shall only be effective upon such amendment, modification or change being approved by the shareholders of the Corporation, and, if required, by any stock exchange or any other regulatory authority having jurisdiction over the securities of the Corporation. In addition, if the Common Shares are listed on TSX Venture Exchange, an Optionee is an Insider of the Corporation at the time of an amendment, modification or change that would materially increase the benefits under any of his Options granted pursuant to this Shares Option Plan, the Corporation must obtain disinterested shareholder approval. This Stock Option Plan may be amended, without obtaining the approval of the TSX Venture Exchange, to (i) reduce the number of Common Shares under Option, or (ii) increase the exercise price or cancel an Option, provided the Corporation issues a news release outlining the terms of the amendment. In the event that the Common Shares are listed on the TSX Venture Exchange, all other amendments to this Stock Option Plan will require the approval of the TSX Venture Exchange.

Section 5.03 **Non-Assignable.** No rights under this Stock Option Plan and no Option awarded pursuant to this Stock Option Plan are assignable or transferable by any Participant other than pursuant to a will or by the laws of descent and distribution.

Section 5.04 **Rights as a Shareholder.** No Optionee shall have any rights as a shareholder of the Corporation with respect to any Common Shares which are the subject of an Option. No Optionee shall be entitled to receive any dividends, distributions or other rights declared for shareholders of the Corporation for which the record date is prior to the date of issue of certificates representing Common Shares acquired upon the exercise of Options of such Optionee.

Section 5.05 **No Contract of Employment.** Nothing contained in this Stock Option 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 Affiliate nor interfere or be deemed to interfere in any way with any right of the Corporation or any Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in any of this Stock Option Plan by a Participant shall be voluntary.

Section 5.06 **Consolidation, Merger, etc.** Subject to TSX Venture Exchange approval. 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 sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation to another entity, upon the exercise of an Option under this Stock Option Plan the holder thereof shall be entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had exercised the Option immediately prior to the effective time of such event, unless the Committee otherwise determines the basis upon which such Option shall be exercisable.

Section 5.07 **Adjustment in Number of Common Shares Subject to the Plan.** Subject to TSX Venture Exchange acceptance, 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:

- (a) the number of Common Shares available under this Stock Option Plan;
- (b) the number of Common Shares subject to any Option; and
- (c) the exercise price of the Common Shares subject to Options.

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 this Stock Option Plan.

Section 5.08 **Securities Exchange Take-over Bid.** In the event that the Corporation becomes the subject of a take-over bid (within the meaning of National Instrument 62-104 *Takeover Bids and Issuer Bids*) as a result of which all of the outstanding Common Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all Optionees requiring them to surrender their Options within 10 days of the mailing of such notice, and the Optionees shall be deemed to have surrendered such Options on the tenth day after the mailing of such notice without further formality, provided that:

- (a) the Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement options to the Optionees on the equity securities offered as consideration;
- (b) the Committee has determined, in good faith, that such replacement options have substantially the same economic value as the Options being surrendered; and
- (c) the surrender of Options and the granting of replacement options can be effected on a tax free rollover basis under the *Income Tax Act* (Canada).

Section 5.09 **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 this Stock Option Plan.

Section 5.10 **Participation through RRSPs and Holding Companies.** Subject to the approval of the Committee, a Participant who is a Director, Officer or Employee may elect, at the time rights or Options are granted under this Stock Option Plan, to participate in this Stock Option Plan by holding any rights or

Options granted under this Stock Option Plan in a registered retirement savings plan established by such Participant for the sole benefit of such Director, Officer or Employee in a personal holding corporation controlled by such Director, Officer or Employee. For the purposes of this Section 5.10, a personal holding corporation shall be deemed to be controlled by a Director, Officer or Employee if (i) voting securities carrying 100% of the votes for the election of directors of such corporation are held, otherwise than by way of security only, by or for the benefit of such Director, Officer or Employee and the votes carried by such voting securities are entitled, if exercised, to elect a majority of the board of directors of such corporation, and (ii) all of the equity securities of such corporation are directly held, otherwise than by way of security only, by or for the benefit of such Director, Officer or Employee. In the event that the Director, Officer or Employee elects to hold the Options granted under this Stock Option Plan in a registered retirement savings plan or personal holding corporation, such Director, Officer or Employee must submit certifications, undertakings or any other documents, if any, required by the Stock Exchange, and the provisions of this Stock Option Plan shall continue to apply as if the Director, Officer or Employee held such Options directly. Any Director, Officer or Employee to be granted Security Based Compensation, other than a Consultant Company or Eligible Charitable Organization, must agree not to effect or permit any transfer of ownership or option of securities of the Corporation nor to issue further shares of any class in the Corporation to any other individual or entity as long as the Security Based Compensation remains outstanding, except with the prior written consent of the Stock Exchange

Section 5.11 Participant Information.

- (a) Each Participant shall provide the Corporation with all information (including personal information) required in order to administer the Stock Option Plan (the "**Participant Information**").
- (b) The Corporation may from time to time transfer or provide access to Participant Information to a third-party service provider for purposes of the administration of the Stock Option Plan such service providers will be provided with such information for the sole purpose of providing services to the Corporation in connection with the operation and administration of the Stock Option Plan. The Corporation may also transfer and provide access to Participant Information for purposes of preparing financial statements or other necessary reports and facilitating payment or reimbursement of Stock Option Plan expenses. By participating in the Stock Option Plan, each Participant acknowledges that Participant Information may be so provided and agrees and consents to its provision on the terms set forth herein. The Corporation shall not disclose Participant Information except (i) as contemplated above in this Section 5.11, (ii) in response to regulatory filings or other requirements for the information by a governmental authority or regulatory body, or (iii) for the purpose of complying with a subpoena, warrant or other order by a court, person or body having jurisdiction over the Corporation to compel production of the information.

Section 5.12 Compliance with Applicable Law. If any provision of this Stock Option Plan or any Option 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.

Section 5.13 Interpretation. This Stock Option Plan shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia.

SCHEDULE "B"
AUDIT COMMITTEE CHARTER

See attached.

ELEMENT 29 RESOURCES INC.

AUDIT COMMITTEE CHARTER

As Adopted by the Board of Directors on July 8th, 2019

I. PURPOSE

The purpose of the Audit Committee (the “Committee”) of Element 29 Resources Inc. (the “Company”) is to:

1. Assist the Board of Directors of the Company (the “Board”) in fulfilling its oversight responsibilities relating to:
 - (a) the quality and integrity of the Company’s financial statements, financial reporting process and systems of internal controls and disclosure controls regarding risk management, finance, accounting, and legal and regulatory compliance;
 - (b) the appointment, independence, qualifications, and compensation of the Company’s independent accountants and review of the audit efforts of the Company’s independent accountants; and
 - (c) the development and implementation of policies and processes regarding corporate governance matters.
2. Provide an open avenue of communication between the independent accountants, the Company’s financial and senior management, and the Board.
3. Prepare any reports required to be prepared by the Committee pursuant to the rules of any stock exchange on which the Company’s shares are listed and pursuant to the rules of any securities commission or other regulatory authority having jurisdiction, whether for inclusion in the Company’s continuous disclosure filings or otherwise.

The Committee will primarily fulfill these responsibilities by carrying out the activities enumerated in Section VII below of this Charter.

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits, or to determine that the Company’s financial statements are complete and accurate or are in accordance with generally accepted accounting principles, international financing reporting standards, accounting standards, or applicable laws and regulations. This is the responsibility of management of the Company and the Company’s independent accountants, as well as any advisors employed by the Committee. Because the primary function of the Committee is oversight, the Committee shall be entitled to rely on the expertise, skills and knowledge of management and the Company’s independent accountants and the integrity and accuracy of information provided to the Committee by such persons in carrying out its oversight responsibilities. Nothing in this Charter is intended to change the responsibilities of management and the independent accountants.

II. COMPOSITION

The Committee shall be composed of at least three directors, each of whom the Board determines has no relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director, is otherwise “unrelated” and satisfies the definition of “independent” as set forth by National Instrument 52-110 - *Audit Committees* (“NI 52-110”) and any other applicable securities laws, rules or requirements of any stock exchange upon which the Company’s securities are listed as in effect from time to time.

If the Company’s securities are listed on the Toronto Stock Exchange, *each* member of the Audit Committee must serve on the Board and satisfy independence requirements. For the purposes of satisfying the independence requirement, Audit Committee members may not, other than in their capacity as members of the Committee, the Board, or any other committee of the Board (i) accept, directly or indirectly, any consulting, advisory, or other compensatory fee¹ from the Company, or of the Company’s subsidiaries; or (ii) be an affiliate of the Company or any of the Company’s subsidiaries.

Each Committee member must have no direct or indirect material relationship with the Company. For the purpose of this Charter, a “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a member’s independent judgement.

All members of the Committee must be financially literate, meaning that such member has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

If any member of the Committee ceases to be “independent”, as defined by the applicable securities laws and exchange requirements for reasons outside that member’s reasonable control, that person, with prompt notice to the exchange on which the Company’s securities are listed, may remain an audit committee member until the earlier of the next annual meeting of the shareholders or six months from the occurrence of the event that caused the member to no longer be independent.

III. AUTHORITY

The Committee shall have the authority to (i) retain (at the Company’s expense) its own legal counsel, accountants and other consultants that the Committee believes, in its sole discretion, are needed to carry out its duties and responsibilities; (ii) conduct investigations that it believes, in its sole discretion, are necessary to carry out its responsibilities; and (iii) take whatever actions that it deems appropriate to foster an internal culture that is committed to maintaining quality financial reporting, sound business risk practices and ethical behaviour within the Company. In addition, the Committee shall have the authority to request any officer, director, employee or consultant of the Company, the Company’s outside legal counsel and the independent

¹ Compensatory fees do not include the receipt of remuneration for acting in his or her capacity as a member of the Board or any Board Committee, or as a part-time chair or vice-chair of the Board or any Board Committee or fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the Company (provided, however, that such compensation is not contingent upon continued service to the Company.)

accountants to meet with the Committee and any of its advisors and to respond to their inquiries. The Committee shall have full access to the books, records and facilities of the Company in carrying out its responsibilities. Finally, the Board shall adopt resolutions which provide for appropriate funding, as determined by the Committee, for (i) services provided by the independent accountants in rendering or issuing an audit report, (ii) services provided by any adviser employed by the Committee which it believes, in its sole discretion, are needed to carry out its duties and responsibilities, or (iii) ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties and responsibilities.

The Committee shall be responsible for establishing procedures for (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters and (ii) the confidential, anonymous submissions by employees of the Company regarding questionable accounting or auditing matters.

The Committee, in its capacity as a committee of the Board, is directly responsible for the appointment, compensation, retention and oversight of the work of the independent accountants engaged (including resolution of disagreements between the Company's management and the independent accountants regarding financial reporting) for the purpose of preparing and issuing an audit report or performing other audit, review or attest services for the Company.

The independent accountants shall submit to the Audit Committee annually a formal written statement delineating all relationships between the independent accountants and the Company and its subsidiaries, addressing the non-audit services provided to the Company or its subsidiaries and the matters set forth in or required by the rules and regulations of all relevant regulatory authorities.

The independent accountants shall submit to the Audit Committee annually a formal written statement of the fees billed for each of the following categories of services rendered by the independent accountants: (i) the audit of the Company's annual financial statements for the most recent fiscal year and any reviews of the financial statements; (ii) information technology consulting services for the most recent fiscal year, in the aggregate and by each service (and separately identifying fees for such services relating to financial information systems design and implementation); and (iii) all other services rendered by the independent accountants for the most recent fiscal years, in the aggregate and by each service.

IV. APPOINTING MEMBERS

The members of the Committee shall be appointed or re-appointed by the Board on an annual basis. Each member of the Committee shall continue to be a member thereof until such member's successor is appointed, unless such member shall resign or be removed by the Board or such member shall cease to be a director of the Company. Where a vacancy occurs at any time in the membership of the Committee, it may be filled by the Board and shall be filled by the Board if the membership of the Committee is less than three directors as a result of the vacancy.

V. CHAIRPERSON

The Board, or in the event of its failure to do so, the members of the Committee, must appoint a Chairperson from the members of the Committee. If the Chairperson of the Committee is

not present at any meeting of the Committee, an acting Chairperson for the meeting shall be chosen by majority vote of the Committee from among the members present. In the case of a deadlock on any matter or vote, the Chairperson shall refer the matter to the Board. All requests for information from the Company or the independent accountants shall be made through the Chairperson.

VI. MEETINGS

The time and place of meetings of the Committee and the procedure at such meetings shall be determined from time to time by the members thereof provided that:

1. A quorum for meetings shall be two members, present in person or by telephone or other telecommunication device that permit all persons participating in the meeting to speak and hear each other.
2. The Committee shall meet at least quarterly (or more frequently as circumstances dictate).
3. Notice of the time and place of every meeting shall be given in writing or facsimile communication to each member of the Committee and the external auditors of the Company at least 48 hours prior to the time of such meeting.

While the Committee is expected to communicate regularly with management, the Committee shall exercise a high degree of independence in establishing its meeting agenda and in carrying out its responsibilities. The Committee shall submit the minutes of all meetings of the Committee to, or discuss the matters discussed at each Committee meeting with, the Board.

VII. SPECIFIC DUTIES

In meeting its responsibilities, the Committee is expected to:

1. Select the independent accountants, considering independence and effectiveness, approve all audit and non-audit services in advance of the provision of such services and the fees and other compensation to be paid to the independent accountants, and oversee the services rendered by the independent accountants (including the resolution of disagreements between management and the independent accountants regarding preparation of financial statements) for the purpose of preparing or issuing an audit report or related work, and the independent accountants shall report directly to the Committee.
2. To pre-approve any non-audit services to be provided to the Company or its subsidiaries by the external auditor and the fees for those services subject to NI 52-110.
3. Review the performance of the independent accountants, including the lead partner of the independent accountants, and, in its sole discretion, approve any proposed discharge of the independent accountants when circumstances warrant, and appoint any new independent accountants.

4. Periodically review and discuss with the independent accountants all significant relationships the independent accountants have with the Company to determine the independence of the independent accountants, including a review of service fees for audit and non-audit services.
5. Review and approve the issuer's hiring policies from time to time regarding partners, employees and former partners and employees of the present and former external auditor of the issuer.
6. Inquire of management and the independent accountants and evaluate the effectiveness of the Company's process for assessing significant risks or exposures and the steps management has taken to monitor, control and minimize such risks to the Company. Obtain annually, in writing, the letters of the independent accountants as to the adequacy of such controls.
7. Consider, in consultation with the independent accountants, the audit scope and plan of the independent accountants.
8. Review with the independent accountants the coordination of audit effort to assure completeness of coverage, and the effective use of audit resources.
9. Consider and review with the independent accountants, out of the presence of management:
 - (a) the adequacy of the Company's internal controls and disclosure controls including the adequacy of computerized information systems and security;
 - (b) the truthfulness and accuracy of the Company's financial statements; and
 - (c) any related significant findings and recommendations of the independent accountants together with management's responses thereto.
10. Following completion of the annual audit, review with management and the independent accountants:
 - (a) the Company's annual financial statements and related notes;
 - (b) the independent accountants' audit of the financial statements and the report thereon;
 - (c) any significant changes required in the independent accountants' audit plan; and
 - (d) other matters related to the conduct of the audit which are to be communicated to the committee under generally accepted auditing standards or international financing reporting standards.
11. Following completion of the annual audit, review separately with each of management and the independent accountants any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

12. Establish regular and separate systems of reporting to the Committee by each of management and the independent accountants regarding any significant judgments made in management's preparation of the financial statements and the view of each as to appropriateness of such judgments.

13. In consultation with the independent accountants, review any significant disagreement among management and the independent accountants in connection with the preparation of the financial statements, including management's responses.

14. Consider and review with management:

- (a) significant findings during the year and management's responses thereto; and
- (b) any changes required in the planned scope of their audit plan.

15. Review, prior to publication, all filings with regulatory authorities and any other publicly disclosed information containing the Company's financial statements, including Management's Discussion & Analysis, any annual and interim profit or loss press releases, any certification, report, opinion or review rendered by the independent accountants, any press releases announcing earnings (especially the use of "pro forma" or "adjusted" information not prepared in compliance with generally accepted accounting principles or international financing reporting standards) and all financial information and earnings guidance intended to be provided to analysts and the public or to rating agencies, and consider whether the information contained in these documents is consistent with the information contained in the financial statements.

16. Facilitate the preparation and inclusion of any report from the Committee or other disclosures as required by applicable laws and regulations in the Company's continuous disclosure filings of all regulatory authorities having jurisdiction.

17. Review with management the adequacy of the insurance and fidelity bond coverages, reported contingent liabilities, and management's assessment of contingency planning. Review management's plans regarding any changes in accounting practices or policies and the financial impact of such changes, any major areas in management's judgment that have a significant effect upon the financial statements of the Company, and any litigation or claim, including tax assessments, that could have a material effect upon the financial position or operating results of the Company.

18. Review with management and the independent accountants each annual, quarterly and other periodic report prior to its filing with the relevant regulators or prior to the release of earnings.

19. Review policies and procedures with respect to officers' expense accounts and perquisites, including their use of corporate assets, and consider the results of any review of these areas by the independent accountants.

20. Review, with the Company's counsel, any legal, tax or regulatory matter that may have a material impact on the Company's financial statements, operations, related Company compliance policies, and programs and reports received from regulators.

21. Evaluate and review with management the Company's guidelines and policies governing the process of risk assessment and risk management.
22. Meet with the independent accountants and management in separate executive sessions to discuss any matters that the Committee or these groups believe should be discussed privately with the Committee.
23. Report Committee actions to the Board with such recommendations as the Committee may deem appropriate.
24. Maintain, review and update the procedures for (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters and (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters, as set forth in the Company's Whistleblower Policy.
25. Review, assess and update this Charter on an annual basis and recommend any proposed changes to the Board for approval, in accordance with the requirements of the all applicable laws; and
26. Perform such other functions consistent with this Charter, the Company's Articles and governing law, as the Committee deems necessary or appropriate.
27. Together with the Board, ensure policies and produces are in place and are effective to maintain the integrity of the Company's: (i) disclosure controls and procedures; (ii) internal control over financial reporting; and (iii) management information systems.

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