

VETA RESOURCES INC.
Suite 401, 217 Queen Street West
Toronto, Ontario M5V 0R2

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting (the "**Meeting**") of the shareholders of **Veta Resources Inc.** (the "**Corporation**") will be held on **Thursday, August 1, 2024**, at the hour of 10:00 a.m. (Eastern time), at Suite 401, 217 Queen Street West, Toronto, Ontario M5V 0R2 for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Corporation for the years ended December 31, 2021, 2022, and 2023 and the respective report of the auditors thereon;
2. to elect the directors of the Corporation that will (i) hold office until the earlier of the next annual meeting of the Corporation or completion of a proposed transaction between the Corporation and MetaWorld Corporation (the "**Proposed Transaction**"); and (ii) thereafter, to hold office conditional on and effective following the closing of the Proposed Transaction (the "**Proposed Transaction Election of Directors**") until the earlier of the next annual meeting of the Corporation, or until their successors are elected or appointed;
3. to appoint the auditors of the Corporation and to authorize the directors to fix their remuneration;
4. to consider, and if deemed advisable, pass, with or without variation, an ordinary resolution of shareholders approving and confirming the stock option plan of the Company;
5. to consider and, if deemed advisable, to pass, with or without variation, a special resolution to amend the articles of the Corporation to change the name of the Corporation to "Syntheia Corp.", or such other name as the directors of the Corporation, in their sole discretion, may determine and as may be acceptable to the Director appointed under the *Canada Business Corporations Act*, as more fully described in the accompanying management information circular;
6. to consider and, if deemed advisable, to pass, with or without variation, a special resolution to amend the articles of the Corporation to consolidate each of the issued and outstanding common shares of the Corporation on the basis of up to five (5) pre-consolidation common shares of the Corporation into one (1) post-consolidation common share of the Corporation, as more fully described in the accompanying management information circular; and
7. to transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The full text of the special resolutions referred to in items 5 and 6 above are attached to this notice as Exhibit A and Exhibit B respectively.

A shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his duly executed form of proxy with the Corporation's transfer agent and registrar, TSX Trust Company, at Suite 301, 100 Adelaide Street West, Toronto, Ontario M5H 4H1 not later than 10:00 a.m. (Eastern time) on Tuesday, July 30, 2024 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned Meeting.

Shareholders who are unable to attend the Meeting in person, are requested to date, complete, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting.

The board of directors of the Corporation has by resolution fixed the close of business on Tuesday, July 2, 2024 as the record date, being the date for the determination of the registered holders of common shares of the Corporation entitled to receive notice of, and to vote at, the Meeting and any adjournment thereof.

The accompanying management information circular provides additional detailed information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of annual and special meeting. Additional information about the Corporation and its consolidated financial statements are also available on the Corporation's profile at www.sedarplus.ca.

DATED at Toronto, Ontario this 4th day of July, 2024.

BY ORDER OF THE BOARD

"Carly Burk" (signed)
President and Chief Executive Officer

EXHIBIT A
SPECIAL RESOLUTION OF THE SHAREHOLDERS
OF
VETA RESOURCES INC. (THE "CORPORATION")
AMENDMENT TO ARTICLES – NAME CHANGE

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the articles of the Corporation be amended to change the name of the Corporation to "Syntheia Corp." or such other name as the directors of the Corporation, in their sole discretion, may determine and as may be acceptable to the Director appointed under the *Canada Business Corporations Act*;
2. notwithstanding that this resolution has been duly passed by the shareholders of the Corporation, the directors of the Corporation be, and they are hereby, authorized and directed to revoke this resolution at any time prior to the issue of a certificate of amendment giving effect to the articles of amendment and to determine not to proceed with the amendment of the articles of the Corporation without further approval of the shareholders of the Corporation; and
3. any director or officer of the Corporation be and he or she is hereby authorized and directed, for and on behalf of the Corporation, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect to this resolution, including, without limitation, the execution and delivery of articles of amendment in the prescribed form to the Director appointed under the *Canada Business Corporations Act*, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

EXHIBIT B

SPECIAL RESOLUTION OF THE SHAREHOLDERS

OF

VETA RESOURCES INC. (THE "CORPORATION")

AMENDMENT TO ARTICLES – CONSOLIDATION

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the directors of the Corporation be authorized to effect the consolidation (the "**Consolidation**") of all of the issued and outstanding common shares in the capital of the Company (the "**Common Shares**") on the basis of up to five (5) pre-Consolidation Common Shares of the Company for one (1) post-Consolidation Common Share of the Company (5:1);
2. the directors of the Corporation be and are hereby authorized to fix the ratio of the pre-Consolidation to post-Consolidation Common Shares to be used in the Consolidation (the "**Final Consolidation Ratio**"), provided that the maximum Final Consolidation Ratio will not exceed five pre-consolidation Common Shares for one new Common Share (5:1);
3. any fractional Common Shares resulting from the Consolidation will be rounded down to the nearest whole Common Share, provided that in the event the Consolidation would result in a shareholder of the Corporation holding a fraction of a Common Share, a shareholder shall not receive a whole Common Share for each such fraction;
5. notwithstanding that this resolution has been duly passed by the shareholders of the Corporation, the directors of the Corporation be, and they are hereby, authorized and directed to revoke this resolution at any time prior to the issue of a certificate of amendment giving effect to the articles of amendment and to determine not to proceed with the amendment of the articles of the Corporation without further approval of the shareholders of the Corporation; and
6. any director or officer of the Corporation be and he or she is hereby authorized and directed, for and on behalf of the Corporation, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect to this resolution, including, without limitation, the execution and delivery of articles of amendment in the prescribed form to the Director appointed under the *Canada Business Corporations Act*, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

VETA RESOURCES INC.
Suite 401, 217 Queen Street West
Toronto, Ontario M5V 0R2

MANAGEMENT INFORMATION CIRCULAR
As at July 4, 2024

SOLICITATION OF PROXIES

THIS MANAGEMENT INFORMATION CIRCULAR ("CIRCULAR") IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF VETA RESOURCES INC. (the "**Corporation**") of proxies to be used at the annual and special meeting of shareholders of the Corporation to be held on Thursday, August 1, 2024 at the hour of 10:00 a.m. (Eastern time) at Suite 401, 217 Queen Street West, Toronto, Ontario M5V 0R2, and at any adjournment or postponement thereof (the "**Meeting**") for the purposes set out in the enclosed notice of meeting (the "**Notice**"). Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, facsimile or other proxy solicitation services. In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with brokerage houses and clearing agencies, custodians, nominees, fiduciaries or other intermediaries to send the Corporation's proxy solicitation materials (the "**Meeting Materials**") to the beneficial owners of the common shares of the Corporation (the "**Common Shares**") held of record by such parties. The Corporation may reimburse such parties for reasonable fees and disbursements incurred by them in doing so. The costs of the solicitation of proxies will be borne by the Corporation. The Corporation may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the shareholders of the Corporation in favour of the matters set forth in the Notice.

APPOINTMENT AND REVOCATION OF PROXIES

A holder of Common Shares who appears on the records maintained by the Corporation's registrar and transfer agent as a registered holder of Common Shares (each a "**Registered Shareholder**") may vote in person at the Meeting or may appoint another person to represent such Registered Shareholder as proxy and to vote the Common Shares of such Registered Shareholder at the Meeting. In order to appoint another person as proxy, a Registered Shareholder must complete, execute and deliver the form of proxy accompanying this Circular, or another proper form of proxy, in the manner specified in the Notice.

The purpose of a form of proxy is to designate persons who will vote on the shareholder's behalf in accordance with the instructions given by the shareholder in the form of proxy. The persons named in the enclosed form of proxy are officers or directors of the Corporation. **A REGISTERED SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON, WHO NEED NOT BE A SHAREHOLDER OF THE CORPORATION, TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO BY FILLING IN THE NAME OF SUCH PERSON IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY OR BY COMPLETING ANOTHER PROPER FORM OF PROXY.** A Registered Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must, in all cases, deposit the completed form of proxy with the Corporation's transfer agent and registrar, TSX Trust Company (the "**Transfer Agent**"), not later than 10:00 a.m. (Eastern time) on Tuesday, July 30, 2024 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned Meeting at which the form of proxy is to be used. A form of proxy should be executed by the Registered Shareholder or his or her attorney duly authorized in writing or, if the Registered Shareholder is a corporation, by an officer or attorney thereof duly authorized.

Proxies may be deposited with the Transfer Agent using one of the following methods:

By Mail:	TSX Trust Company Suite 301, 100 Adelaide Street West, Toronto, Ontario M5H 4H1
Facsimile:	416-595-9593
By Internet:	www.voteproxyonline.com You will need to provide your 12 digit control number (located on the form of proxy accompanying this Circular)

A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her form of proxy is nullified with respect to the matters such person votes upon at the Meeting and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

A Registered Shareholder who has given a form of proxy may revoke the form of proxy at any time prior to using it by: (a) depositing an instrument in writing, including another completed form of proxy, executed by such Registered Shareholder or by his or her attorney authorized in writing or by electronic signature or, if the Registered Shareholder is a corporation, by an authorized officer or attorney thereof at, or by transmitting by telephone or electronic means, a revocation signed, by electronic signature, to (i) the registered office of the Corporation, located at Suite 401, 217 Queen Street West, Toronto, Ontario M5V 0R2, at any time prior to 5:00 p.m. (Eastern time) on the last business day preceding the day of the Meeting or any adjournment thereof or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or (b) any other manner permitted by law.

EXERCISE OF DISCRETION BY PROXIES

The Common Shares represented by proxies in favour of management nominees will be voted or withheld from voting in accordance with the instructions of the Registered Shareholder on any ballot that may be called for and, if a Registered Shareholder specifies a choice with respect to any matter to be acted upon at the meeting, the Common Shares represented by the proxy shall be voted accordingly. Where no choice is specified, the proxy will confer discretionary authority and will be voted for the election of directors, for the appointment of auditors and the authorization of the directors to fix their remuneration and for each item of special business, as stated elsewhere in this Circular.

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice and with respect to other matters which may properly come before the Meeting in such manner as such nominee in his judgment may determine. At the time of printing this Circular, the management of the Corporation knows of no such amendments, variations or other matters to come before the Meeting.

ADVICE TO NON-REGISTERED SHAREHOLDERS

The information set forth in this section is of significant importance to many shareholders of the Corporation, as a substantial number of shareholders of the Corporation do not hold Common Shares in their own name. Only Registered Shareholders or the persons they appoint as their proxies are permitted to attend and vote at the Meeting and only forms of proxy deposited by Registered Shareholders will be recognized and acted upon at the Meeting. Common Shares beneficially owned by a non-registered holder (each a "**Non-Registered Holder**") are registered either: (i) in the name of an intermediary (an "**Intermediary**") with whom the Non-Registered Holder deals in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIAs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) (a "**Clearing Agency**") of which the Intermediary is a participant. Accordingly, such Intermediaries and Clearing Agencies would be the Registered Shareholders and would appear as such on the list maintained by the Transfer Agent. Non-Registered Holders do not appear on the list of the Registered Shareholders maintained by the Transfer Agent.

Distribution of Meeting Materials to Non-Registered Holders

In accordance with the requirements of NI 54-101, the Corporation has distributed copies of the Meeting Materials to the Clearing Agencies and Intermediaries for onward distribution to Non-Registered Holders as well as directly to NOBOs (as defined below).

Non-Registered Holders fall into two categories - those who object to their identity being known to the issuers of securities which they own ("**OBOs**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**NOBOs**"). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials to such NOBOs. If you are a NOBO and the Corporation or its agent has sent the Meeting Materials directly to you, your name, address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Common Shares on your behalf.

The Corporation's OBOs can expect to be contacted by their Intermediary. The Corporation does not intend to pay for Intermediaries to deliver the Meeting Materials to OBOs and it is the responsibility of such Intermediaries to ensure delivery of the Meeting Materials to their OBOs.

Voting by Non-Registered Holders

The Common Shares held by Non-Registered Holders can only be voted or withheld from voting at the direction of the Non-Registered Holder. Without specific instructions, Intermediaries or Clearing Agencies are prohibited from voting Common Shares on behalf of Non-Registered Holders. Therefore, each Non-Registered Holder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.

The various Intermediaries have their own mailing procedures and provide their own return instructions to Non-Registered Holders, which should be carefully followed by Non-Registered Holders in order to ensure that their Common Shares are voted at the Meeting.

Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

Voting Instruction Form. In most cases, a Non-Registered Holder will receive, as part of the Meeting Materials, a voting instruction form (a "VIF"). If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the VIF must be completed, signed and returned in accordance with the directions on the form.

or,

Form of Proxy. Less frequently, a Non-Registered Holder will receive, as part of the Meeting Materials, a form of proxy that has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the Non-Registered Holder must complete and sign the form of proxy and in accordance with the directions on the form.

Voting by Non-Registered Holders at the Meeting

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of an Intermediary or a Clearing Agency, a Non-Registered Holder may attend the Meeting as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder and vote such Common Shares as a proxyholder. A Non-Registered Holder who wishes to attend the Meeting and to vote their Common Shares as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder, should (a) if they received a VIF, follow the directions indicated on the VIF; or (b) if they received a form of proxy strike out the names of the persons named in the form of proxy and insert the Non-Registered Holder's or its nominees name in the blank space provided. Non-Registered Holders should carefully follow the instructions of their Intermediaries, including those instructions regarding when and where the VIF or the form of proxy is to be delivered.

All references to shareholders in the Meeting Materials are to Registered Shareholders as set forth on the list of registered shareholders of the Corporation as maintained by the Transfer Agent, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized share capital of the Corporation consists of an unlimited number of Common Shares without par value. As of Tuesday, July 2, 2024 (the "**Meeting Record Date**"), there were a total of 22,590,750 Common Shares issued and outstanding. Each Common Share outstanding on the Meeting Record Date carries the right to one vote at the Meeting.

Only Registered Shareholders as of the Meeting Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting. On a show of hands, every shareholder and proxy holder will have one vote and, on a poll, every shareholder present in person or represented by proxy will have one vote for each Common Share held.

To the knowledge of the Corporation's directors and executive officers, as of the date hereof, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares, other than as set forth below:

Name ⁽¹⁾	Number of Common Shares	Percentage of Issued and Outstanding Common Shares
Chris Irwin ⁽²⁾	20,416,467	90.37%

Notes:

(1) The above information is based upon information supplied by the Transfer Agent and the Corporation's management.

(2) 20,272,148 Common Shares are held by 2673954 Ontario Inc. and 144,319 Common Shares are held by Irwin Professional Corp., corporations controlled by Mr. Irwin.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED ON

Except as set out under the heading "*Particulars of Matters to be Acted Upon*" below, no director or executive officer of the Corporation who was a director or executive officer at any time since the beginning of the Corporation's last financial year, or any associate or affiliates of any such directors or officers, 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.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the directors of the Corporation (the "**Board**"), the matters to be brought before the Meeting are those matters set forth in the accompanying Notice.

1. PRESENTATION OF FINANCIAL STATEMENTS

The audited consolidated financial statements of the Corporation for the years ended December 31, 2021, 2022, and 2023 and the respective report of the auditors thereon will be placed before the shareholders at the Meeting. No vote will be taken on the financial statements. The consolidated financial statements and additional information concerning the Corporation are available under the Corporation's profile at www.sedarplus.ca.

2. ELECTION OF DIRECTORS

Incumbent Directors

The Board currently consists of three directors to be elected annually. The following table states the names of the persons nominated by management for election as directors, any offices with the Corporation currently held by them, their principal occupations or employment, the period or periods of service as directors of the Corporation and the approximate number of voting securities of the Corporation beneficially owned, directly or indirectly, or over which control or direction is exercised as of the date hereof.

Name, province or state and country of residence and position, if any, held in the Corporation	Principal Occupation	Served as Director of the Corporation since	Number of Common Shares beneficially owned, directly or indirectly, or controlled or directed at present ⁽¹⁾	Percentage of Voting Shares Owned or Controlled
Daniel Nauth ⁽²⁾⁽³⁾ Ontario, Canada Director	Principal of Nauth LPC	March 18, 2021	Nil	N/A
Jen Thor Director	Law Clerk at Irwin Lowy LLP	January 4, 2023	Nil	N/A
Riccardo Fomo ⁽²⁾⁽³⁾ Ontario, Canada Proposed Director	Partner at Irwin Lowy LLP	Nominee	Nil	N/A

Notes:

- (1) The information as to voting securities beneficially owned, controlled or directed, not being within the knowledge of the Corporation, has been furnished by the respective nominees individually.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation Committee.
- (4) The principal occupation of Mr. Forno, the director nominee who was not previously elected by the shareholders of the Company, during the past five years is as follows:
- Mr. Forno is a partner at the law firm of Irwin Lowy LLP.

The term of office of each director will be from the date of the annual meeting of the shareholders of the Corporation at which they are elected until the earlier of the next annual meeting of the shareholders of the Corporation or completion of the Proposed Transaction between the Corporation and MetaWorld Corporation.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF. Management has no reason to believe that any of the nominees will be unable to serve as a director but, **IF A NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR A SUBSTITUTE NOMINEE UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE ELECTION OF DIRECTORS.**

Proposed Transaction Election of Directors

At the Meeting, the Shareholders will be asked to approve the election of the directors of the Corporation effective upon completion of the Proposed Transaction.

The following table sets forth the names of the five persons proposed to be nominated for election as a director conditional on and effective upon completion of the Proposed Transaction (the “**Proposed Transaction Director Nominees**”), all positions and offices in the Corporation presently held by such nominee, each nominee’s municipality of residence, principal occupation at the present and during the preceding five years, the period during which such nominee has served as a director, and the number and percentage of Common Shares of the Corporation that the nominee has advised are beneficially owned by the nominee, directly or indirectly, or over which control or direction is exercised, as of the Record Date.

Name, province or state and country of residence and position, if any, held in the Corporation	Principal Occupation and Positions Held During the Last Five Years ⁽⁴⁾	Served as Director of the Corporation since ⁽²⁾	Number of Common Shares beneficially owned, directly or indirectly, or controlled or directed at present ⁽¹⁾⁽⁴⁾	Percentage of Voting Shares Owned or Controlled
Tony Di Benedetto Ontario, Canada	Chief Executive Officer of Launch Capital Inc. / Executive Chairman and Director of NuGen Medical Devices Inc.	Proposed Nominee	Nil	Nil
Richard Buzbuzian Ontario, Canada	Chief Executive Officer of Buzbuzian Capital Corp. / President and Director of NuGen Medical Devices Inc.	Proposed Nominee	Nil	Nil
Riccardo Forno Ontario, Canada	Partner at Irwin Lowy LLP, a law firm	Proposed Nominee	Nil	Nil
Robert Montemarano Ontario, Canada	Partner and Vice President at Lakeview Group	Proposed Nominee	Nil	Nil
Steven Silvestro Ontario, Canada	Consultant at The Fifteen Group Inc.	Proposed Nominee	Nil	Nil

Notes:

- (1) The information as to voting securities beneficially owned, controlled or directed, not being within the knowledge of the Corporation, has been furnished by the respective Proposed Transaction Director Nominees.
- (2) Compositions of the committees will be determined by the Board following the completion of the Proposed Transaction.
- (3) The principal occupations during the past five years for each of the Proposed Transaction Director Nominees who were not elected to their present term by the Shareholders of the Corporation is set out below:

Tony Di Benedetto - Mr. Di Benedetto is a Canadian technology entrepreneur with over 30 years of hands-on experience in building, operating, and divesting technology companies. Most recently, Mr. Di Benedetto was the co-founder of Drone Delivery Canada (TSXV:FLT), which he took public and successfully raised over \$120M in equity financing, achieving market capitalization in excess of \$550M. Mr. Di Benedetto has also co-founded several technology companies including Data Centers Canada – a colocation data center facility in Vaughan, Ontario – which he later sold to Terago Networks (TSX:TGO). Other technology enterprises Mr. Di Benedetto developed include system integration/managed services businesses, hosting, and one of

southern Ontario's largest fixed wireless broadband networks, all of which he successfully divested. Mr. Di Benedetto holds a degree from York University.

Richard Buzbuzian - Mr. Buzbuzian is a capital markets executive with over 25 years of investment experience in Canada and Europe. Most recently, Mr. Buzbuzian was president and a director of Drone Delivery Canada (TSXV: FLT), which he cofounded, took public, and raised over \$120M Canadian in equity financings, achieving market capitalization in excess of \$550M. Mr. Buzbuzian holds a degree from the University of Toronto.

Robert Montemarano - Mr. Montemarano is currently the Vice-President of Lakeview Homes Inc., a residential property development and construction company. Mr. Montemarano has been involved in corporate and project financing activities in real estate, and a variety of other industries. He was formerly a director of Drone Delivery Canada Corp. (FLT-TSX-V) from 2012 to November 2020 and was formerly a director and member of the audit committee for Goldstone Resources Inc. (GRC-TSX) (formerly Ontex Resources Ltd.) from September 1995 to December 2009. He was also a director of Leader Capital Corp. (LDR-TSX-V) from August 1998 to August 2000, a director of Foundry Holdings Corp. from 2000 to 2003 (FDY-TSX-V), and a director of Global Net Entertainment from 2000 to 2003 (GET-TSX-V).

Steven Silvestro - Mr. Silvestro, a Chef Consultant, is a veteran in corporate and consulting roles in the hospitality industry. With a culinary background, Mr. Silvestro has 30 years of industry experience in restaurant operations, menu, recipe creation, inventory and costing. As a Corporate Chef at SIR Corp., Steven oversaw and contributed to the development and execution of new brands across multiple locations throughout his tenure at SIR Corp.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED PROPOSED TRANSACTION DIRECTOR NOMINEES CONDITIONAL ON AND EFFECTIVE FOLLOWING THE CLOSING OF THE PROPOSED TRANSACTION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF. Management has no reason to believe that any of the nominees will be unable to serve as a director but, **IF A NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR A SUBSTITUTE NOMINEE UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE ELECTION OF DIRECTORS.**

Each Proposed Transaction Director Nominee elected will hold office conditional on and effective following the closing of the Proposed Transaction until the next annual meeting of the shareholders of the Corporation, or until their successor is elected or appointed.

Corporate Cease Trade Orders or Bankruptcies

No proposed director, within 10 years before the date of this Circular, has been a director, chief executive officer or chief financial officer of any company that:

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

None of the proposed directors, within 10 years before the date of this Circular, has been a director or executive officer of any company that, while the proposed director was acting in that capacity, or within a year of the proposed director 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.

Personal Bankruptcies

None of the proposed directors have, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such person.

Penalties and Sanctions

None of the proposed directors have been subject to 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 been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

3. APPOINTMENT OF AUDITORS

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE APPOINTMENT OF MCGOVERN HURLEY LLP, CHARTERED ACCOUNTANTS, AS AUDITORS OF THE CORPORATION TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS AND THE AUTHORIZATION OF THE DIRECTORS TO FIX THEIR REMUNERATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF. McGovern Hurley LLP, Chartered Accountants (formerly, McGovern, Hurley, Cunningham, LLP, Chartered Accountants), were first appointed as the auditors of the Corporation on November 27, 2014.

4. APPROVAL OF STOCK OPTION PLAN

At the Meeting, shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, a resolution (the "**Stock Option Resolution**"), which would authorize the Corporation to implement a "rolling" stock option plan for directors, officers, employees and consultants of the Corporation (the "**Stock Option Plan**" or the "**Plan**").

The purpose of the Stock Option Plan is to advance the interests of the Corporation by encouraging equity participation in the Corporation through the acquisition of Common Shares of the Corporation. The Stock Option Plan is administered by the Board, which has full and final authority with respect to the granting of all Options thereunder. The full text of the Stock Option Plan is attached as Appendix "A".

The Stock Option Plan provides that the aggregate number of securities reserved for issuance under the Stock Option Plan, combined with any other compensation securities of the Company will not exceed 10% of the number of Common Shares issued and outstanding from time to time. Stock options ("**Options**") may be granted under the Stock Option Plan to a person who is an employee, executive officer, director or consultant of the Corporation and its affiliates ("**Eligible Persons**"), as the Board may from time to time designate. The exercise price of each Option shall be determined by the Board in its sole discretion, at the time such Option is allocated under the Stock Option Plan and cannot be less than the fair market value of each Common Share issuable on the exercise of an Option. All Options granted under the Stock Option Plan will expire no later than the date that is ten (10) years from the date that such Options are granted subject to earlier termination upon the termination of the Eligible Person's employment, upon the Eligible Person ceasing to be an employee, officer, director or consultant of the Corporation or any of its subsidiaries or ceasing to have a designated relationship with the Corporation, as applicable, or upon the Eligible Person retiring, becoming permanently disabled or dying.

Any shares subject to an Option which is exercised, or for any reason is cancelled or terminated prior to exercise, will be available for a subsequent grant under the Stock Option Plan. The Options are non-transferable. The Stock Option Plan contains provisions for adjustment in the number of Common Shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Common Shares, a merger or other relevant changes in the Corporation's capitalization. Subject to Shareholder approval and regulatory approval in certain circumstances, the Board may from time to time amend or revise the terms of the Stock Option Plan or may terminate the Stock Option Plan at any time. The Stock Option Plan does not contain any provision for financial assistance by the Corporation in respect of Options granted under the Stock Option Plan.

The foregoing information is intended to be a brief description of the Stock Option Plan and is qualified in its entirety by the full text of the Stock Option Plan. The Corporation has no equity compensation plans other than the Stock Option Plan.

Accordingly, shareholders will be asked to approve the following resolution. Should the Corporation fail to obtain shareholder approval of the Plan, the Plan, and any Options granted thereunder will be terminated.

"BE IT RESOLVED THAT:

1. the stock option plan of the Corporation as described and attached as Appendix A to the Notice of Meeting dated July 4, 2024, be and it is hereby approved and adopted;

2. the directors of the Corporation be authorized to grant options under, and subject to the terms and conditions of the Stock Option Plan, which may be exercised to purchase up to 10% of the issued and outstanding number of common shares of the Corporation at the date of the grant of the options; and
3. any one director or officer of the Corporation be and is hereby authorized and directed to execute and deliver on behalf of the Corporation all such documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable in connection with the foregoing."

In order to pass the Stock Option Resolution, at least a majority of votes cast by the shareholders present at the Meeting in person by proxy must be voted in favour of the Stock Option Plan Resolution.

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

5. AMENDMENT TO ARTICLES – NAME CHANGE

The Corporation intends to change its name to "Syntheia Corp.", or such other similar name as the Board, in its sole discretion, may determine and as may be acceptable to the Director appointed under the *Canada Business Corporation Act* (the "**Name Change**"). Management believes that the Name Change is in the best interests of the Corporation.

At the Meeting, shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, a special resolution, the text of which is attached as Exhibit A to the Notice (the "**Name Change Resolution**"), authorizing the amendment of the articles of incorporation of the Corporation to effect the Name Change.

In order to pass the Name Change Resolution, at least two thirds of the votes cast by the shareholders present at the Meeting in person or by proxy must be voted in favour of the Name Change Resolution. If the Name Change Resolution does not receive the requisite shareholder approval, the Corporation will continue under its present name.

The Board recommends that shareholders vote in favour of the Name Change Resolution to approve the Name Change as set out above.

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

6. AMENDMENT TO ARTICLES - CONSOLIDATION

At the Meeting, shareholders are being asked to consider and, if deemed advisable, pass, with or without variation, a special resolution, the text of which is attached as Exhibit B to the Notice (the "**Consolidation Resolution**"), which would authorize the Corporation to effect a consolidation of all of the issued and outstanding Common Shares on the basis of up to 5 pre-consolidation Common Shares, or such lesser number of pre-consolidation Common Shares as the directors of the Corporation in their discretion may determine, for one post-consolidation Common Share (the "**Consolidation**"). In the event that shareholders pass the Consolidation Resolution and the Board determines to consolidate on a maximum 5:1 basis, the presently issued and outstanding 22,590,750 Common Shares will be consolidated into 4,518,150 Common Shares. If the Board determines to consolidate the Common Shares on a lesser basis, more Common Shares will remain outstanding following the Consolidation. Any fractional Common Shares arising from the Consolidation will be rounded down to the nearest whole Common Share. If the Consolidation would otherwise result in a shareholder holding a fraction of a Common Share, no fraction or fractional certificate will be issued and the shareholder will not receive a whole Common Share for each such fraction held. In all other respects, the post-consolidated Common Shares will have the same attributes as the pre-consolidation Common Shares.

In order to pass, the Consolidation Resolution must be approved by at least two thirds of the votes cast by the shareholders, present at the Meeting in person or represented by proxy. If the Consolidation Resolution does not receive the requisite shareholder approval, the Corporation will continue with its present share capital.

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

STATEMENT OF EXECUTIVE COMPENSATION

Under applicable securities legislation, the Corporation is required to disclose certain financial and other information relating to the compensation of the Chief Executive Officer, the Chief Financial Officer and the most highly compensated executive officer of the Corporation as at December 31, 2023 whose total compensation was more than \$150,000 for the financial year of the Corporation ended December 31, 2023 (collectively the "Named Executive Officers") and for the directors of the Corporation.

Summary Compensation Table

The following table provides a summary of compensation paid, directly or indirectly, for each of the two most recently completed financial years to the Named Executive Officers and the directors of the Corporation:

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES ⁽¹⁾							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Albert Contardi ⁽²⁾ Former President, CEO and Director ⁽²⁾	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	60,000	Nil	Nil	Nil	Nil	60,000
Carly Burk President and Chief Executive Officer	2023	60,000	Nil	Nil	Nil	Nil	60,000
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Daniel Nauth Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Jen Thor Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Chris Irwin ⁽³⁾ Former Secretary and Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

Note:

(1) This table does not include any amount paid as reimbursement for expenses.

(2) Mr. Contardi resigned as President, Chief Executive Officer and a director of the Corporation on January 4, 2023. Ms. Burk was appointed President and Chief Executive Officer in his stead.

(3) Mr. Irwin will not be standing for re-election at the Meeting.

Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any Named Executive Officer or to any director of the Corporation during the most recently completed financial year of the Corporation for services provided or to be provided, directly or indirectly, to the Corporation or any of its subsidiaries.

No compensation securities were exercised by any Named Executive Officer or any director of the Corporation during the most recently completed financial year of the Corporation.

Stock Option Plan and other Incentive Plans

The Company currently has no long-term incentive plans, other than Options granted from time to time by the Board under the provisions of the Stock Option Plan. The purpose of the Stock Option Plan is to, among other things, encourage Common Share ownership in the Company by directors, officers, employees and consultants of the Company and its affiliates and other designated persons.

Options may be granted under the Stock Option Plan only to directors, officers, employees and consultants of the Company and its subsidiaries and other designated persons as designated from time to time by the Board.

The number of Common Shares which may be reserved for issue under the Stock Option Plan is limited to 10% of the issued and outstanding number of Common Shares as at the date of the grant of Options. As at the date hereof, 2,259,075 Options may be reserved for issue pursuant to the Stock Option Plan, nil Options have been issued and 2,259,075 Options are still available for issue.

Any Common Shares subject to a stock option which is exercised, or for any reason is cancelled or terminated prior to exercise, will be available for a subsequent grant under the Stock Option Plan. The exercise price of any Option cannot be less than the market price of the Common Shares at the time of grant. Stock options granted under the Stock Option Plan may be exercised during a period not exceeding 10 years, subject to earlier termination upon the termination of the optionee's employment, upon the optionee ceasing to be an employee, officer, director or consultant of the Company or any of its subsidiaries or ceasing to have a designated relationship with the Company, as applicable, or upon the optionee retiring, becoming permanently disabled or dying. The stock options are non-transferable. The Stock Option Plan contains provisions for adjustment in the number of Common Shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Common Shares, a merger or other relevant changes in the Company's capitalization. Subject to shareholder approval and regulatory approval in certain circumstances, the Board may from time to time amend or revise the terms of the Stock Option Plan or may terminate the Stock Option Plan at any time. The Stock Option Plan does not contain any provision for financial assistance by the Company in respect of stock options granted under the Stock Option Plan.

The Company has no equity compensation plans other than the Stock Option Plan.

Employment, Consulting and Management Agreements

The Corporation does not have in place any employment agreements between the Corporation or any subsidiary or affiliate thereof and its Named Executive Officers.

There are no employment agreements in place with any of the directors of the Corporation.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of Directors

The Board, at the recommendation of the management of the Corporation, determines the compensation payable to the directors of the Corporation and reviews such compensation periodically throughout the year. For their role as directors of the Corporation, each director of the Corporation who is not a Named Executive Officer may, from time to time, be awarded stock options under the provisions of the Stock Option Plan. There are no other arrangements under which the directors of the Corporation who are not Named Executive Officers were compensated by the Corporation or its subsidiaries during the most recently completed financial year end for their services in their capacity as directors of the Corporation.

Compensation of Named Executive Officers

Principles of Executive Compensation

The Corporation believes in linking an individual's compensation to his or her performance and contribution as well as to the performance of the Corporation as a whole. The primary components of the Corporation's executive compensation are base salary and option-based awards. The Board believes that the mix between base salary and incentives must be reviewed and tailored to each executive based on their role within the organization as well as their own personal circumstances. The overall goal is to successfully link compensation to the interests of the shareholders. The following principles form the basis of the Corporation's executive compensation program:

1. align interest of executives and shareholders;

2. attract and motivate executives who are instrumental to the success of the Corporation and the enhancement of shareholder value;
3. pay for performance;
4. ensure compensation methods have the effect of retaining those executives whose performance has enhanced the Corporation's long term value; and
5. connect, if possible, the Corporation's employees into principles 1 through 4 above.

The Board is responsible for the Corporation's compensation policies and practices. The Board has the responsibility to review and make recommendations concerning the compensation of the directors of the Corporation and the Named Executive Officers. The Board also has the responsibility to make recommendations concerning annual bonuses and grants to eligible persons under the Stock Option Plan. The Board also reviews and approves the hiring of executive officers.

As of the date of this Circular, the Board had not, collectively, considered the implications of any risks associated with policies and practices regarding compensation of its directors or executive officers.

The Corporation does not prohibit its Named Executive Officers or directors from 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 the Named Executive Officers or directors.

Base Salary

The Compensation Committee and the Board approve the salary ranges for the Named Executive Officers. The base salary review for each Named Executive Officer is based on assessment of factors such as current competitive market conditions, compensation levels within the peer group and particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual. Comparative data for the Corporation's peer group is also accumulated from a number of external sources including independent consultants. The Corporation's policy for determining salary for executive officers is consistent with the administration of salaries for all other employees.

Annual Incentives

The Corporation is not currently awarding any annual incentives by way of cash bonuses. However, the Corporation, in its discretion, may award such incentives in order to motivate executives to achieve short-term corporate goals. The Board approves annual incentives.

The success of Named Executive Officers in achieving their individual objectives and their contribution to the Corporation in reaching its overall goals are factors in the determination of their annual bonus. The Board assesses each Named Executive Officers' performance on the basis of his or her respective contribution to the achievement of the predetermined corporate objectives, as well as to needs of the Corporation that arise on a day to day basis. This assessment is used by the Board in developing its recommendations with respect to the determination of annual bonuses for the Named Executive Officers.

Compensation and Measurements of Performance

It is the intention of the Board to approve targeted amounts of annual incentives for each Named Executive Officer at the beginning of each financial year. The targeted amounts will be determined by the Board based on a number of factors, including comparable compensation of similar companies.

Achieving predetermined individual and/or corporate targets and objectives, as well as general performance in day to day corporate activities, will trigger the award of a bonus payment to the Named Executive Officers. The Named Executive Officers will receive a partial or full incentive payment depending on the number of the predetermined targets met and the Board's assessment of overall performance. The determination as to whether a target has been met is ultimately made by the Board and the Board reserves the right to make positive or negative adjustments to any bonus payment if they consider them to be appropriate.

Long Term Compensation

The Corporation currently has no long-term incentive plans, other than stock options granted from time to time by the Board under the provisions of the Stock Option Plan.

Pension Disclosure

There are no pension plan benefits in place for the Named Executive Officers or the directors of the Corporation.

Termination and Change of Control Benefits

The Corporation does not have in place any pension or retirement plan. The Corporation has not provided compensation, monetary or otherwise, during the preceding fiscal year, to any person who now acts or has previously acted as a Named Executive Officer or director of the Corporation in connection with or related to the retirement, termination or resignation of such person. The Corporation has not provided any compensation to such persons as a result of a change of control of the Corporation, its subsidiaries or affiliates.

SECURITIES AUTHORIZED FOR ISSUE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following table sets forth information with respect to all compensation plans of the Corporation under which equity securities are authorized for issuance as of December 31, 2023:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (#)	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights (\$)	Number of Securities remaining available for Future Issuance under Equity Compensation Plans (#)
Equity compensation plans approved by securityholders ⁽¹⁾	Nil	Nil	2,259,075
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	Nil	Nil	2,259,075

Notes:

(1) *The Stock Option Plan is a "rolling" stock option plan whereby the maximum number of Common Shares that may be reserved for issue pursuant to the Stock Option Plan will not exceed 10% of the issued Common Shares at the time of the stock option grant. As at the date of this Circular, 2,259,075 Common Shares may be reserved for issue pursuant to the Stock Option Plan, nil stock options have been issued and 2,259,075 stock options are still available for issue.*

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as otherwise disclosed in this Circular, no director, executive officer or principal shareholder of the Corporation, or associate or affiliate of any of the foregoing, has had any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year end or in any proposed transaction that has materially affected or will materially affect the Corporation.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director or officer of the Corporation or person who acted in such capacity in the last financial year of the Corporation, or any other individual who at any time during the most recently completed financial year of the Corporation was a director of the Corporation or any associate of the Corporation, is indebted to the Corporation, nor is any indebtedness of any such person to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation.

AUDIT COMMITTEE INFORMATION REQUIRED IN THE INFORMATION CIRCULAR OF A VENTURE ISSUER

National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") requires that certain information regarding the Audit Committee of a "venture issuer" (as that term is defined in NI 52-110) be included in the management information circular sent to shareholders in connection with the issuer's annual meeting. The Corporation is a "venture issuer" for the purposes of NI 52-110.

Audit Committee Charter

The full text of the charter of the Corporation's Audit Committee is attached hereto as appendix A (the "**Audit Committee Charter**").

Composition of the Audit Committee

The current Audit Committee members are Chris Irwin and Daniel Nauth each of whom is a director and financially literate. Each current member of the Audit Committee is independent in accordance with NI 52-110. Immediately following the Meeting, the Audit Committee will be comprised of Daniel Nauth and Riccardo Forno, each of whom is a director and financially literate. Each member of the Audit Committee is independent in accordance with NI 52-110.

Relevant Education and Experience

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

1. an understanding of the accounting principles used by the Corporation to prepare its financial statements;
2. the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
3. 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 Corporation's financial statements, or experience actively supervising one or more persons engaged in such activities; and
4. an understanding of internal controls and procedures for financial reporting.

Daniel Nauth, Director

Mr. Nauth practices U.S. securities and corporate law and advises both public and private issuers on U.S.-Canada cross border capital markets, M&A and corporate/securities transactions and regulatory compliance. Mr. Nauth holds a J.D. from Queen's University and a Bachelor of Arts (Hons.) from York University. Mr. Nauth is a licensed Foreign Legal Consultant in the Province of Ontario. Mr. Nauth has extensive advisory experience in a range of industries, including mining and oil/gas, emerging biopharmaceutical and medical devices, medicinal cannabis, cryptocurrencies and blockchain technology. Mr. Nauth currently serves as a director of Bhang Inc., QcX Gold Corp., SBD Capital Corp., Pima Zinc Corp., Veta Resources Inc. and Interactive Capital Partners Corporation.

Riccardo Forno, Director

Mr. Forno practices securities and corporate/commercial law and is a partner at Irwin Lowy LLP. Mr. Forno represents issuers and investors in a wide range of financing transactions, including IPOs, private placements, and other forms of debt and equity financing. His corporate governance experience includes advising management and boards of directors on executive and board compensation, director and officer liability, and regulatory compliance matters. He is a graduate of The George Washington University (B.B.A., 2003) and the University of Ottawa (Bachelor of Laws, 2008). He was called to the Bar of Ontario in 2009.

Audit Committee Oversight

Since the commencement of the Corporation's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board.

Reliance on Exemptions in NI 52-110

Since the commencement of the Corporation's most recently completed financial year, the Corporation has not relied on:

1. the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 (which exempts all non-audit services provided by the Corporation's auditor from the requirement to be pre-approved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to the Corporation, are not recognized as non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the Audit Committee prior to the completion of that year's audit);
2. the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*) of NI 52-110 (an exemption from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation if a circumstance arises that affects the business or operations of the Corporation and a reasonable person would conclude that the circumstance can be best addressed by a member of the Audit Committee becoming an executive officer or employee of the Corporation);
3. the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*) (an exemption from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation if an Audit Committee member becomes a control person of the Corporation or of an affiliate of the Corporation for reasons outside the member's reasonable control);
4. the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*) (an exemption from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation if a vacancy on the Audit Committee arises as a result of the death, incapacity or resignation of an Audit Committee member and the Board was required to fill the vacancy); or
5. an exemption from the requirements of NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (Exemptions) of NI 52-110.

The Corporation is a "venture issuer" for the purposes of NI 52-110. Accordingly, the Corporation is relying upon the exemption in section 6.1 of NI 52-110 providing that the Corporation is exempt from the application of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee Charter.

Audit Fees

The following table provides details in respect of audit, audit related, tax and other fees billed by the external auditor of the Corporation for professional services rendered to the Corporation during the fiscal years ended December 31, 2023 and December 31, 2022:

	Audit Fees (\$)	Audit-Related Fees (\$)	Tax Fees (\$)	All Other Fees (\$)
Year ended December 31, 2023	12,500	nil	1,075	nil
Year ended December 31, 2022	11,650	nil	2,625	nil

Audit Fees – aggregate fees billed for professional services rendered by the auditor for the audit of the Corporation's annual financial statements as well as services provided in connection with statutory and regulatory filings.

Audit-Related Fees – aggregate fees billed for professional services rendered by the auditor and were comprised primarily of audit procedures performed related to the review of quarterly financial statements and related documents.

Tax Fees – aggregate fees billed for tax compliance, tax advice and tax planning professional services. These services included reviewing tax returns and assisting in responses to government tax authorities.

All Other Fees – aggregate fees billed for professional services which included accounting advice.

REPORT ON GOVERNANCE

The Corporation believes that adopting and maintaining appropriate governance practices is fundamental to a well-run company, to the execution of its chosen strategies and to its successful business and financial performance. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and National Policy 58-201 – *Corporate Governance Guidelines* (collectively the "**Governance Guidelines**") of the Canadian Securities Administrators set out a list of non-binding corporate governance guidelines that issuers are encouraged to follow in developing their own corporate governance guidelines. In certain cases, the Corporation's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Corporation at its current stage of development and therefore these guidelines have not been adopted. The Corporation will continue to review and implement corporate governance guidelines as the business of the Corporation progresses and becomes more active in operations.

The following disclosure is required by the Governance Guidelines and describes the Corporation's approach to governance and outlines the various procedures, policies and practices that the Corporation and the Board have implemented.

Board of Directors

The Board is currently composed of three directors. Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)* ("**Form 58-101F2**") requires disclosure regarding how the Board facilitates its exercise of independent supervision over management of the Corporation by providing the identity of directors who are independent and the identity of directors who are not independent and the basis for that determination. NI 52-110 provides that a director is independent if he or she has no direct or indirect "material relationship" with the company. "Material relationship" is defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment. In addition, under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of an issuer, is deemed to have a "material relationship" with the issuer. Accordingly, all of the proposed director nominees are considered to be "independent". In assessing Form 58-101F2 and making the foregoing determinations, the Board has examined the circumstances of each director in relation to a number of factors.

Directorships

The following table sets forth the directors and proposed directors of the Corporation who currently hold directorships with other reporting issuers:

Name of Director	Reporting Issuer
Jen Thor	1329291 B.C. Ltd.
Daniel Nauth	Bhang Inc., QcX Gold Corp., First Choice Products Inc., 0730004 B.C. Ltd., Veta Resources Inc., 1329295 B.C. Ltd., 1329307 B.C. Ltd., 1329308 B.C. Ltd., 1329310 B.C. Ltd.
Riccardo Forno	1329291 B.C. Ltd., 1329293 B.C. Ltd., 1329295 B.C. Ltd., 1329307 B.C. Ltd., 1329308 B.C. Ltd. and 1329310 B.C. Ltd.

Orientation and Continuing Education

The Board does not have a formal orientation or education program for its members. The Board's continuing education is typically derived from correspondence with the Corporation's legal counsel to remain up to date with developments in relevant corporate and securities law matters. Additionally, historically board members have been nominated who are familiar with the Corporation and the nature of its business.

Ethical Business Conduct

The Board has not adopted guidelines or attempted to quantify or stipulate steps to encourage and promote a culture of ethical business conduct, but does promote ethical business conduct through the nomination of Board members it considers ethical, through avoiding or minimizing conflicts of interest, and by having at least two of its Board members independent of corporate matters.

Nomination of Directors

The recruitment of new directors has generally resulted from recommendations made by directors and shareholders. The assessment of the contributions of individual directors has principally been the responsibility of the Board. Prior to standing for election, new nominees to the Board are reviewed by the entire Board.

Diversity of the Board and Senior Management

To date, the Corporation has not adopted a formal written diversity policy and has not established targets with respect to the appointment of individuals to the Board or senior management who are women, Indigenous peoples (First Nations, Inuit and Metis), persons with disabilities, members of visible minorities or otherwise self-represent as being within designated groups (as that term is defined in the *Employment Equity Act (Canada)*).

While the Corporation believes that nominations to the Board and appointments to senior management should be based on merit, the Corporation recognizes that diversity supports balanced debate and discussion which, in turn, enhances decision-making and the level of representation of women, Indigenous peoples, persons with disabilities and members of visible minorities is one factor taken into consideration during the search process for directors and members of the executive and senior management.

In assessing potential directors and members of the executive or senior management, the Corporation focuses on the skills, expertise, experience and independence which the Corporation requires to be effective. Due to the small size of the Board and the management team, and the stage of development of the Corporation's business, the Board believes that the qualifications and experience of proposed new directors and members of senior management should remain the primary consideration in the selection process. The Corporation will include diversity (including the level of representation of members of designated groups) as a factor in its future decision-making when identifying and nominating candidates for election or re-election to the Board and for senior management positions.

Other Board Committees

The Board has established an Audit Committee and a Compensation Committee.

Assessments

Currently the Board has not implemented a formal process for assessing directors.

OTHER MATTERS

The management of the Corporation knows of no other matters to come before the Meeting other than as set forth in the Notice. **However, if other matters which are not known to management should properly come before the Meeting, the accompanying instrument of proxy will be voted on such matters in accordance with the best judgment of the person or persons voting the proxy.**

ADDITIONAL INFORMATION

Additional Information relating to the Corporation is available on SEDAR+ at www.sedarplus.ca.

Shareholders may contact the Corporation at its office by mail at the address set out below to request copies of: (i) this Circular; and (ii) the Corporation's consolidated financial statements and the related Management's Discussion and Analysis (the "**MD&A**") which will be sent to the shareholder without charge upon request. Financial information is provided in the Corporation's consolidated financial statements and MD&A for its financial years ended December 31, 2021, 2022 and 2023.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Circular have been approved by the Board.

DATED at Toronto, Ontario this 4th day of July, 2024.

BY ORDER OF THE BOARD

"Carly Burk" (signed)
President and Chief Executive Officer

APPENDIX A
VETA RESOURCES INC.
STOCK OPTION PLAN

VETA RESOURCES INC.

STOCK OPTION PLAN

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

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

- 1.1.1 “**Administrator**” is defined in Section 3.1.1.
- 1.1.2 “**Applicable Laws**” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any Persons having authority over that Person, property, transaction or event.
- 1.1.3 “**Associated Consultant**” has the meaning ascribed to it in section 2.22 of National Instrument 45-106.
- 1.1.4 “**Blackout Period**” means the period during which designated Persons cannot trade Shares pursuant to the Corporation’s policy, if any, respecting restrictions on trading which is in effect at that time.
- 1.1.5 “**Board**” means the board of directors of the Corporation.
- 1.1.6 “**Broker**” is defined in Section 4.9.2.
- 1.1.7 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- 1.1.8 “**Change of Control**” means that after the date of this Agreement any of the following shall occur:
 - 1.1.8.1 any “person” (as that term is defined in National Instrument 45-106, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation acting in such capacity or a corporation owned directly or indirectly by the shareholders of the Corporation in substantially the same proportions as their ownership of shares in the capital of the Corporation, becomes the beneficial owner, directly or indirectly, of securities of the Corporation representing 25% or more of the total voting power represented by the Corporation’s then outstanding voting securities;
 - 1.1.8.2 during any period of two consecutive years, individuals who at the beginning of such period constitute the Board cease to be a majority thereof (otherwise than through death, disability or retirement in accordance with the Corporation’s normal retirement policies);

- 1.1.8.3 the shareholders of the Corporation approve a merger or consolidation of the Corporation with any other corporation, limited liability corporation, partnership, joint venture, trust or other entity other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the total voting power represented by the voting securities of the Corporation or such surviving entity.
- 1.1.9 “**Committee**” is defined in Section 3.1.2.
- 1.1.10 “**Consultant**” means a Person, other than an Employee or a Director, that:
- 1.1.10.1 is engaged to provide consulting, technical, management or other services to the Corporation or to a related entity, other than services provided in relation to a distribution of securities;
- 1.1.10.2 provides the services under a written contract with the Corporation or a related entity; and
- 1.1.10.3 in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a related entity.
- 1.1.11 “**Corporation**” means Veta Resources Inc.
- 1.1.12 “**Director**” means a director of the Corporation or any related entity.
- 1.1.13 “**Disability**” means a physical or mental incapacity or disability that prevents the Eligible Person from performing the essential duties of the Eligible Person’s employment or service with the Corporation or any related entity, and which cannot be accommodated under applicable human rights laws without imposing undue hardship on the Corporation or the related entity employing or engaging the Eligible Person, as determined by the Board for the purposes of this Plan.
- 1.1.14 “**Eligible Person**” means any Employee, Executive Officer, Director or Consultant and includes a permitted assign (as the term is defined in section 2.22 of National Instrument 45-106) of an Eligible Person.
- 1.1.15 “**Employee**” means:
- 1.1.15.1 an individual who is considered an employee of the Corporation or any related entity under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source);
- 1.1.15.2 an individual who works full-time for the Corporation or any related entity providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant related entity over the details and methods of work as an employee of the Corporation or the

relevant related entity, but for whom income tax deductions are not made at source; or

- 1.1.15.3 an individual who works for the Corporation or any related entity on a continuing and regular basis providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant related entity over the details and methods of work as an employee of the Corporation or the relevant related entity, but for whom income tax deductions are not made at source.
- 1.1.16 “**Executive Officer**” means an executive officer (as that term is defined in National Instrument 45-106) of the Corporation or a related entity.
- 1.1.17 “**Investor Relations Person**” means a person that is a registrant or that provides services that include investor relations activities (as that defined in section 2.22 of National Instrument 45-106).
- 1.1.18 “**Governmental Authority**” means:
 - 1.1.18.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal or other government, any governmental or public department, branch or ministry, or any court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
 - 1.1.18.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.19 “**Grant Date**” means, for any Option, the date on which that Option was granted.
- 1.1.20 “**Option**” means an option to purchase Shares granted to an Eligible Person under the terms of this Plan.
- 1.1.21 “**Option Agreement**” means an option agreement substantially in the form attached as Exhibit “A” to this Plan.
- 1.1.22 “**Option Exercise Price**” is defined in Section 4.3.
- 1.1.23 “**Option Expiry Date**” is defined in Section 4.4.
- 1.1.24 “**Participant**” means an Eligible Person to whom an Option has been granted.
- 1.1.25 “**Person**” will be broadly interpreted and includes:
 - 1.1.25.1 a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal

representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.25.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.25.3 a Governmental Authority.

1.1.26 “**Plan**” means this stock option plan of the Corporation.

1.1.27 “**related entity**” means, with respect to the Corporation, a person that controls or is controlled by the Corporation or that is controlled by the same person that controls the Corporation.

1.1.28 “**Related Person**” has the meaning ascribed to it in section 2.22 of National Instrument 45-106, including among others, a Director or Executive Officer or a related entity of the Corporation or an associate or permitted assign of such persons.

1.1.29 “**Retirement**” means retirement from active employment or service with the Corporation or a related entity:

1.1.29.1 at or after age 65; or

1.1.29.2 with the consent of any officer of the Corporation as may be designated for the purposes of this Plan by the Board, at or after any earlier age and on the completion of any number of years of service as the Board may specify.

1.1.30 “**Share Compensation Arrangement**” means any stock option plan of the Corporation (other than this Plan) and any stock option granted by the Corporation outside of this Plan.

1.1.31 “**Shares**” means common shares in the capital of the Corporation.

1.1.32 “**Termination Date**” means the date on which a Participant ceases to be an Eligible Person and, in the case of an Employee, means the date that is determined by the Board in its sole discretion as the date on which the Employee ceases to actively perform services for the Corporation or any related entity (excluding any notice period which may extend beyond the date on which active services cease).

1.1.33 “**Withholding Obligations**” is defined in Section 4.9.1.

1.2 Certain Rules of Interpretation

1.2.1 In this Plan, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words “including” or “includes” in this Plan is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

- 1.2.2 The division of this Plan into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan.
- 1.2.3 References in this Plan to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Plan unless otherwise specified.
- 1.2.4 Unless otherwise specified in this Plan, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day. Unless otherwise determined by the Board, if an Option would, under the terms of this Plan or the Option Agreement, otherwise terminate on a day which is not a Business Day, the Option will terminate on the next Business Day.
- 1.2.5 Unless otherwise specified, any reference in this Plan to any statute, rule or policy includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute, rule or policy as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3 Governing Law

This Plan is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

ARTICLE 2 ESTABLISHMENT OF PLAN

2.1 Purpose

- 2.1.1 The Corporation establishes this Plan to govern the grant, administration and exercise of Options which may be granted to Eligible Persons.
- 2.1.2 The principal purposes of this Plan are to provide the Corporation with the advantages of the incentive inherent in equity ownership on the part of Eligible Persons who are responsible for the continued success of the Corporation; to create in those Eligible Persons a proprietary interest in, and a greater concern for, the welfare and success of the Corporation; to encourage Eligible Persons to remain with the Corporation and any related entity; and to attract new Employees, Executive Officers, Directors and Consultants.
- 2.1.3 This Plan is expected to benefit shareholders by enabling the Corporation to attract and retain personnel of the highest calibre by offering them an opportunity to share in any increase in value of the Shares resulting from their efforts.

2.2 Shares Reserved and Plan Limits

- 2.2.1 The number of Shares that may be reserved for issuance under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 10% of the outstanding Shares (on a non-diluted basis) on each Grant Date.

2.2.2 The Corporation will at all times during the term of this Plan reserve and keep available the number of Shares necessary to satisfy the requirements of this Plan.

2.3 Exercised Options

Any number of Shares which have been issued on the exercise of an Option will again be available for grants under this Plan, and will be considered to be part of the pool of Shares available for Options under this Plan.

2.4 Limits on Certain Grants

2.4.1 Unless approval of shareholders as required under Applicable Laws (or the applicable rules and policies of any stock exchange or market on which the shares are listed, if any) is obtained, no Options shall be granted to any Employee or Consultant who is an Investor Relations Person, an Associated Consultant, an Executive Officer or permitted assign of these persons if, after the grant of Options:

2.4.1.1 the number of securities, calculated on a fully diluted basis, reserved for issuance under Options granted to:

2.4.1.1.1 Related Persons, exceeds 10% of the outstanding securities of the Corporation, or

2.4.1.1.2 a Related Person, exceeds 5% of the outstanding securities of the Corporation, or

2.4.1.2 the number of securities, calculated on a fully diluted basis, issued within 12 months to:

2.4.1.2.1 Related Persons, exceeds 10% of the outstanding securities of the Corporation, or

2.4.1.2.2 a Related person and associates of the Related Person, exceeds 5% of the outstanding securities of the Corporation.

2.5 Cancelled, Surrendered or Terminated Options

If and to the extent any Option granted under this Plan expires or is cancelled, terminated or surrendered without having been exercised in whole or in part, the number of Shares subject to that Option will be considered to be part of the pool of Shares available for Options under this Plan.

2.6 Non-Exclusivity

Nothing contained in this Plan will prevent the Board from adopting other or additional incentive compensation arrangements, whether Share Compensation Arrangements or otherwise.

ARTICLE 3
ADMINISTRATION OF PLAN

3.1 Administration of the Plan

3.1.1 This Plan will be administered by the Board or by the Committee appointed under this Section 3.1. The Board or, if applicable, the Committee is referred to in this Plan as the “**Administrator**”.

3.1.2 The Board may at any time appoint a committee (the “**Committee**”), consisting of not less than two of its members, to administer this Plan on behalf of the Board in accordance with any terms and conditions that the Board may prescribe, consistent with this Plan. Once appointed, the Committee will continue to serve until otherwise directed by the Board. From time to time, the Board may appoint additional members, remove members (with or without cause), fill vacancies however caused, or remove all members of the Committee and thereafter directly administer this Plan.

3.1.3 A majority of the members of the Committee will constitute a quorum, and all resolutions to be passed at a meeting will require the affirmative vote of a majority of the members voting. All members of the Committee may vote on any matters within the Committee’s authority, subject to any conflicts of interest (and a member may be counted in determining the existence of a quorum at any meeting of the Committee during which a vote is held in respect of which the member is precluded from voting).

3.1.4 Subject to the provisions of this Plan and Applicable Laws, (and the applicable rules and policies of any stock exchange or market on which the Shares are listed, if any), the Administrator will have sole authority, in its absolute discretion, to:

3.1.4.1 administer this Plan in accordance with its express terms;

3.1.4.2 determine all questions arising in connection with the administration, interpretation, and application of this Plan;

3.1.4.3 prescribe, amend, and rescind rules and regulations relating to the administration of this Plan; and

3.1.4.4 make all other determinations necessary or advisable for administration of this Plan.

3.1.5 All determinations made by the Administrator in good faith on matters referred to in this Section 3.1 will be final, conclusive, and binding on the Corporation and the relevant Participant.

3.2 Record Keeping

The Corporation will maintain a register in which will be recorded:

3.2.1 with respect to each Option granted to a Participant:

3.2.1.1 the name and address of the Participant;

- 3.2.1.2 the Grant Date;
 - 3.2.1.3 the number of Shares issuable under the Option as of the Grant Date;
 - 3.2.1.4 the Option Exercise Price;
 - 3.2.1.5 any vesting provisions;
 - 3.2.1.6 the number of Shares issued under the Option (and the dates of issuance); and
 - 3.2.1.7 the Option Expiry Date; and
- 3.2.2 the aggregate number of Shares subject to Options.

3.3 Adjustments to Options

- 3.3.1 If any material change in the outstanding Shares occurs prior to the complete exercise of any Option by reason of any stock dividend, split, recapitalization, amalgamation, merger, consolidation, combination or exchange of shares or other similar corporate change, an equitable adjustment may be made in one or more of the maximum number or kind of shares issuable under this Plan or subject to outstanding Options, and the Option Exercise Price of each Option. Any adjustment under this Section 3.3.1 will be made in the sole discretion of the Board, acting on recommendations made by the Administrator, and will be conclusive and binding for all purposes of this Plan.
- 3.3.2 No fractional Shares will be issued on the exercise of an Option. If, as a result of any adjustment as provided in this Section 3.3, a Participant would be entitled to a fractional Share, the Participant will have the right to purchase only the number of full Shares that is calculated under that adjustment, and no payment or other adjustment will be made with respect to that fractional Share.

3.4 Termination of the Plan

The Board may terminate this Plan at any time in its absolute discretion (without shareholder approval). If this Plan is terminated, no further Options will be granted but the Options then outstanding will continue in full force and effect in accordance with the provisions of this Plan, until the time they are exercised, cancelled or surrendered or expire under the terms of this Plan and the applicable Option Agreements.

3.5 General

The existence of any Option will not affect, in any way, the right or power of the Corporation to:

- 3.5.1 make or authorize any recapitalization, reorganization or other change in the Corporation's capital structure or business;
- 3.5.2 participate in any amalgamation, combination, merger or consolidation;
- 3.5.3 create or issue any securities or change the rights and conditions attaching to any of its securities;

3.5.4 effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business; or

3.5.5 effect any other corporate act or proceeding, whether of similar character or otherwise.

3.6 Compliance with Applicable Laws

3.6.1 This Plan, the grant and exercise of Options, the Corporation's obligation to issue Shares on the exercise of Options, and all other actions taken under this Plan will be subject to Applicable Laws, including the applicable rules and policies of any stock exchange or market on which the Shares are listed, if any, and to any approvals by any Governmental Authority which, in the opinion of counsel to the Corporation, are necessary or advisable.

3.6.2 No Option will be granted and no Shares issued under this Plan if that grant or issue would require registration of this Plan or of Shares under the securities laws of any foreign jurisdiction. Any purported grant of any Option or issue of Shares under this Plan in violation of this Section 3.6.2 will be void.

3.6.3 Shares issued to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under Applicable Laws.

ARTICLE 4 TERMS OF OPTIONS

4.1 Grants

4.1.1 Subject to the provisions of this Plan, the Board will have the authority to grant Options to Eligible Persons, and to determine the terms, restrictions and conditions applicable to the exercise of those Options, including, for each Option:

4.1.1.1 the number of Shares issuable under the Option;

4.1.1.2 the Option Exercise Price;

4.1.1.3 the Option Expiry Date;

4.1.1.4 the vesting provisions, if any;

4.1.1.5 the nature and duration of the restrictions, if any, to be imposed on the sale or other disposition of Shares acquired on the exercise of the Option; and

4.1.1.6 the events, if any, that could give rise to a forfeiture of the Participant's rights under the Option, and the period in which such a forfeiture can occur.

4.1.2 Each Option will be confirmed by an Option Agreement executed by the Corporation and by the Participant to whom that Option is granted. Subject to specific variations approved by the Board in respect of any Option, those variations not to be inconsistent with the provisions of this Plan, all terms and conditions set out in this Plan will be incorporated by reference into and form part of each Option.

4.2 Multiple Grants

An Eligible Person may be granted Options on more than one occasion under this Plan and be granted separate Options on any one occasion.

4.3 Option Exercise Price

The Board will, on the Grant Date, set the option exercise price (the “**Option Exercise Price**”) in respect of Shares issuable under each Option granted to a Participant. The Option Exercise Price will not be less than the fair market value of each Share issuable on the exercise of an Option. For the purposes of this Section 4.3, “fair market value” means:

4.3.1 if the Shares are not listed on a stock exchange or market, the value of each Share determined by the Board, taking into account any considerations which it determines to be appropriate at the relevant time; and

4.3.2 if the Shares are listed on a stock exchange or market:

4.3.2.1 if at least one board lot has traded on the trading day immediately preceding the Grant Date, the closing price of the Shares on such stock exchange or market on the trading day immediately preceding the Grant Date; or

4.3.2.2 if there has not been at least one board lot traded on the trading day immediately preceding the Grant Date, the volume weighted average trading price of the Shares on such stock exchange or market for the five trading days immediately preceding the Grant Date,

subject to the minimum Option Exercise Price permitted by such stock exchange or market.

4.4 Option Expiry Date

The Board will, on the Grant Date, set the option expiry date (the “**Option Expiry Date**”) of each Option granted to a Participant. The Option Expiry Date set under this Section 4.4 will be no later than ten years after the Grant Date, and will be subject to earlier expiry in accordance with Section 4.10 and Section 4.11, and later expiry in accordance with Section 4.7.

4.5 Vesting of Options

The Board may determine, at the time of granting an Option to an Eligible Person pursuant to the Plan, the maximum number of Shares that may be exercised by such Eligible Person in each year during the term of the Option.

4.6 Exercise of Options

4.6.1 An Option will be exercisable until 5:00 p.m. (Toronto time) on the Option Expiry Date, subject to any vesting provisions.

4.6.2 Subject to the provisions of this Plan and the related Option Agreement, an Option may be exercised from time to time by delivery to the Corporation of a written notice of exercise, substantially in the form of Schedule “A” to Exhibit “A” to this Plan, specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment

in full of the Option Exercise Price of the Shares to be purchased. Payment of the Option Exercise Price must be made by cash, bank draft or certified cheque.

- 4.6.3 Despite any provision contained in this Plan or in any Option Agreement, the Corporation's obligation to issue Shares to a Participant pursuant to the exercise of an Option will be subject to delivery by the Participant of all representations, agreements and undertakings, including as to future dealings in those Shares, that counsel to the Corporation reasonably determines to be necessary or advisable, if any, in order to safeguard against the violation of the laws of any jurisdiction.

4.7 Blackout Periods

No Option may be exercised during a Blackout Period, if the Participant is then restricted from trading in Shares pursuant to any policy of the Corporation or Applicable Laws. If an Option Expiry Date set under Section 4.4 falls on a date within a Blackout Period or within nine Business Days following the expiration of a Blackout Period, the expiry date for that Option will be automatically extended, without any further act or formality, to that date which is the tenth Business Day after the end of the Blackout Period. This Section 4.7 will not extend any termination date determined under Section 4.10 or 4.11.

4.8 Amendments to Plan or Options

The Board may amend this Plan or any Option at any time, subject to the requirements of any stock exchange or market on which the Shares are listed, if any, including any shareholder approval requirements, provided that:

- 4.8.1 if an amendment impairs any Option or is adverse to a Participant, the amendment will only be made effective after the written consent of the Participant who is affected by the amendment is received; and
- 4.8.2 any reduction in the Option Exercise Price for an Option held by an insider may be subject to the receipt of disinterested shareholder approval as required any stock exchange or market on which the Shares are listed, if any.

4.9 Withholding of Tax

- 4.9.1 The Corporation will have the right to deduct and withhold from any amount payable or consideration deliverable to a Participant, either under this Plan or otherwise, any amount or consideration that may be necessary to enable the Corporation to comply with the applicable requirements or administrative policies of any Governmental Authority relating to the deduction, withholding or remittance of tax or any other required deductions or remittances with respect to awards under this Plan (collectively, "**Withholding Obligations**").
- 4.9.2 The Corporation will also have the right in its discretion to satisfy any liability for any Withholding Obligations by withholding and selling, or causing a broker engaged by the Corporation (a "**Broker**"), to sell, on behalf of any Participant, that number of Shares issued to the Participant pursuant to an exercise of Options as is sufficient to fund the Withholding Obligations (after deducting commissions payable to the Broker, if any, and other costs and expenses).

- 4.9.3 The Corporation may require a Participant, as a condition to granting an Option or the exercise of an Option, to make any arrangements that the Corporation may in its discretion require so that the Corporation can satisfy Withholding Obligations, including:
- 4.9.3.1 requiring the Participant to remit the amount of any Withholding Obligations to the Corporation in advance;
 - 4.9.3.2 requiring the Participant to indemnify and reimburse the Corporation for any Withholding Obligations;
 - 4.9.3.3 withholding and selling Shares acquired by the Participant under this Plan, or causing a Broker to sell those Shares on behalf of the Participant, withholding from the proceeds realized from that sale the amount required to satisfy any Withholding Obligations, and remitting that amount directly to the Corporation; or
 - 4.9.3.4 any combination of these options.
- 4.9.4 Any Shares of a Participant that are sold by the Corporation, or by a Broker, to fund Withholding Obligations will be sold as soon as practicable, and, if applicable, in transactions effected on the exchange on which the Shares are then listed for trading. In effecting the sale of any Shares, the Corporation or the Broker will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Corporation nor the Broker will be liable for any loss arising out of any sale of Shares, including any loss relating to the manner or timing of any sale, the prices at which the Shares are sold, or otherwise. In addition, neither the Corporation nor the Broker will be liable for any loss arising from a delay in transferring any Shares to a Participant. The sale price of Shares sold on behalf of Participants will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale.

4.10 Termination of Employment or Service

- 4.10.1 Unless otherwise determined by the Board or otherwise specified in the relevant Option Agreement, if a Participant ceases to be an Eligible Person, any unvested portion of any Option held by that Participant will be immediately forfeited as of the Termination Date, and each Option held by that Participant will terminate on the earlier of the Option Expiry Date set under Section 4.4 (without including any extended expiry terms determined under Section 4.7) and:
- 4.10.1.1 in the case of termination of employment by the Corporation or a related entity without cause, or the failure of a Director standing for election to be re-elected, or the failure by the Corporation or a related entity to renew a contract for services at the end of its term, the date which is 90 days after the Termination Date;
 - 4.10.1.2 in the case of the death of the Participant, the date which is one year after the death;
 - 4.10.1.3 in the case of the Disability or Retirement of the Participant, the date which is one year after the Termination Date; and

- 4.10.1.4 in all other cases, the Termination Date.
- 4.10.2 Unless otherwise determined by the Board, Options will not be affected by any change of employment or provision of services within or among the Corporation or any Related entity, so long as the Participant continues to be an Eligible Person.
- 4.10.3 Options granted under this Plan are not part of a Participant's regular employment or consulting compensation, and no value will be attributed to any Options as part of calculating any Participant's damages for wrongful dismissal, or any amount due to a Participant with respect to reasonable notice, notice of termination, severance or termination pay, or compensation in lieu of notice.

4.11 Change of Control

- 4.11.1 In the event of an actual or potential Change of Control, the Board may, in its sole discretion and on the terms it sees fit, but subject to Section 4.11.2:
 - 4.11.1.1 accelerate the vesting of any unvested Options;
 - 4.11.1.2 permit the conditional exercise of any Options;
 - 4.11.1.3 amend the terms of any Options to permit the Participants to exercise the Options on a "cashless" basis (to permit the Participants to tender the underlying Shares to the Change of Control transaction, or to obtain the advantage of holding the underlying Shares during the Change of Control transaction);
 - 4.11.1.4 cause any Options to be terminated; and
 - 4.11.1.5 cause any Options to be exchanged for options or other securities of another entity involved in the Change of Control transaction.
- 4.11.2 If the Board determines to terminate or cause the exchange of any Options under Section 4.11.1, the Corporation will give the affected Participants at least 14 days' advance notice of the termination or exchange.

4.12 Transferability

- 4.12.1 Subject to Section 4.12.2 and Section 4.12.3, the Options and all benefits and rights accruing to a Participant in accordance with the terms and conditions of this Plan are not directly or indirectly transferable and cannot be assigned, charged, pledged or hypothecated, or otherwise alienated, by a Participant, whether voluntarily, involuntarily, by operation of law or otherwise.
- 4.12.2 On a Participant's death, vested Options, benefits and rights may pass by the Participant's will or the laws of descent and distribution to the legal representative of the Participant's estate or any other person who acquires his or her vested Options by bequest or inheritance. No transfer of a vested Option by will or by the laws of descent and distribution will be effective to bind the Corporation until the Administrator has been furnished with any evidence that the Administrator may deem necessary to establish the validity of the transfer

and the acceptance by the transferee of the terms and conditions of this Plan and the relevant Option Agreement.

- 4.12.3 Any Participant that is not an individual will not effect or permit any transfer or change of ownership of the Participant so long as that Participant holds Options, except with the permission of the Administrator. Any unauthorized transfer or change of ownership which is determined by the Administrator to be an indirect transfer of an Option will result in the forfeiture of the Option.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 No Rights as Shareholder

The holder of an Option will not have any rights as a shareholder of the Corporation with respect to any of the Shares issuable on exercise of that Option until that holder has exercised that Option in accordance with the terms of this Plan and has been issued the Shares.

5.2 No Employment Rights

Nothing in this Plan or any Option will confer on a Participant any right to continue in the employment or service of the Corporation or any related entity or affect in any way the right of the Corporation or any related entity to terminate the Participant's employment or service at any time; nor will anything in this Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any related entity to extend the employment or service of any Participant beyond the date on which the Participant's relationship with the Corporation or any related entity would otherwise be terminated due to Retirement or pursuant to the provisions of any employment, consulting or other contract for services with the Corporation or any related entity.

5.3 No Undertaking or Representation

The Participants, by participating in this Plan, will be deemed to have accepted all risks associated with acquiring Shares pursuant to this Plan. Each Participant acknowledges that the Shares are subject to, and may be required to be held indefinitely under, applicable securities laws. The Corporation, the related entity and the Administrator make no undertaking, representation, warranty or guarantee as to the future value or price, or as to the listing on any exchange or other market, of any Shares issued under this Plan, and will not be liable to any Participant for any loss resulting from that Participant's participation in this Plan or as a result of the amendment, suspension or termination of this Plan or any Option.

5.4 Further Assurances

Each Participant will, when requested to do so by the Corporation, sign and deliver all documents relating to the granting or exercise of Options deemed necessary or desirable by the Corporation.

5.5 Submission to Jurisdiction

Without prejudice to the ability of the Corporation or any Participant to enforce this Plan or any Option Agreement in any other proper jurisdiction, the Corporation and each Participant irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Plan and each Option Agreement. To the extent permitted by Applicable Laws, the Corporation and each Participant:

- 5.5.1 irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Plan or any Option Agreement in the courts of that Province, or that the subject matter of this Plan or any Option Agreement may not be enforced in those courts;
- 5.5.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called on to enforce the judgment of the courts referred to in this Section 5.5, of the substantive merits of any suit, action or proceeding; and
- 5.5.3 to the extent the Corporation or any Participant has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Person irrevocably waives that immunity in respect of its obligations under this Plan and any Option Agreement.

EXHIBIT "A"
TO STOCK OPTION PLAN

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ●.

STOCK OPTION AGREEMENT

THIS OPTION AGREEMENT made as of the ● day of ●, ●.

BETWEEN:

VETA RESOURCES INC.

(herein called the "**Corporation**"),

OF THE FIRST PART,

- and -

●

(herein called the "**Optionee**"),

OF THE SECOND PART,

WHEREAS the Corporation has adopted a stock option plan (such plan as amended from time to time being hereinafter called the "**Plan**"), a copy of which Plan as constituted on the date hereof has been provided to the Optionee;

AND WHEREAS the Corporation has agreed to grant an option to the Optionee upon the exercise of which the Optionee may acquire common shares (each, a "**Share**") in the capital stock of the Corporation;

NOW THEREFORE the parties hereto agree as follows:

1. **Definitions** - In this Option Agreement, capitalized terms used herein are not defined herein shall have the meanings assigned thereto in the Plan.
2. **Grant and Terms of Option** - The Corporation hereby grants to the Optionee, subject to the terms and conditions of the Plan and as hereinafter set out, an option to purchase ● Shares (hereinafter called the "**Option Shares**") at the price of CDN\$● per Option Share (the "**Option Price**"), the said option to terminate at 5:00 p.m. (Toronto time) on ● (hereinafter called the "**Expiry Date**").
3. **Vesting of Option** - The option hereby granted shall vest as follows:

Number of Option Shares	Vesting Date

OR

[become vested immediately].

4. **Method of Exercising Option** - The option hereby granted shall be exercisable by the Optionee in accordance with the Plan and the terms and provisions hereof. The option shall be exercisable by the Optionee by the Optionee (a) delivering to the Corporation an executed notice in the form of Schedule "A" hereto specifying the number of Shares in respect of which the option is exercised; (b) paying in full the Option Price for each such Share; and (c) surrendering this Option Agreement to the Corporation. Upon notice and payment there will be a binding contract for the issue of the Shares in respect of which the option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's cheque payable to the Corporation in amount of aggregate Option Price shall constitute payment of the Option Price unless the cheque is not honored upon presentation in which case the option shall not have been validly exercised.
5. **Partial Exercise** - In the event of a partial exercise of the option hereby granted prior to the Expiry Date, the Optionee shall be entitled to receive a replacement Option Agreement for the Unissued Option Shares represented by this Option Agreement, in which case the Corporation and the Optionee shall execute and deliver to the other the replacement Option Agreement.
6. **Compliance with Securities Law** - The Optionee agrees, unless otherwise notified by the Corporation, that:
 - (a) no sales or transfer of any or all of the Option Shares will be made except pursuant to an opinion of counsel satisfactory to the Corporation to the effect that such sales or transfer will not result in the violation of applicable securities laws; and
 - (b) the Corporation may cause the certificates representing the Option Shares to bear a legend referring to transfer restrictions and the Corporation may issue to its transfer agent "stop transfer" instructions with respect to the Option Shares.
7. **Adoption of the Stock Option Plan** - The Optionee acknowledges and agrees that this Option Agreement shall be subject to the provisions of the Plan, the terms of which are hereby adopted by reference. For certainty, it is agreed and acknowledged that the Plan may be amended from time to time at the sole discretion of the Corporation and the Option Agreement shall be subject to the provisions of such amended Plan. In the event of any inconsistency between the terms or provisions of this Option Agreement and those of the Plan, the terms and provisions of the Plan shall govern. The Optionee further acknowledges that all decisions and interpretations of the Board respecting this Option Agreement or the Plan pursuant to which this Option is granted shall be conclusive and binding on all holders of options granted thereunder.
8. **Bona Fides** - The Corporation and Optionee jointly represent and warrant that, if the Optionee is an Employee or a Consultant of the Corporation or a related entity of the Corporation, the Optionee is a bona fide Employee or a Consultant, as the case may be, of the Corporation or of a related entity of the Corporation.
9. **Non-assignability** - The Optionee shall not be entitled to assign this Option Agreement nor any of the options or other rights or benefits provided for herein.
10. **Time of the Essence** - Time shall be of the Essence of this Option Agreement.
11. **Successor of the Corporation** - This Option Agreement shall be binding upon any successor or successors of the Corporation.

IN WITNESS WHEREOF this Option Agreement has been executed by the parties hereto.

VETA RESOURCES INC.

Per: _____
Authorized Signing Officer

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

SCHEDULE "A"

TO: Veta Resources Inc. (the "Corporation")

NOTICE OF EXERCISE OF OPTION

The undersigned Optionee hereby subscribes for _____ common shares of the Corporation (or such number of common shares or other securities to which such Option Agreement entitles the undersigned in lieu thereof or in addition thereto under the provisions of such Option Agreement) pursuant to the within Option Agreement at \$● per share for an aggregate subscription amount of \$_____ (the "**Aggregate Option Price**") on the terms specified in the said Option Agreement and encloses herewith a cheque or money order payable to the order of the Corporation in payment of the Aggregate Option Price.

The undersigned hereby directs that the said securities be registered as follows:

(Insert full name and address of purchaser including postal code)

DATED at _____, _____ this ____ day of _____, 20____.

Name of Optionee

Signature of Optionee

APPENDIX B

VETA RESOURCES INC.

CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

Overall Purpose and Objective

The audit committee (the "**Committee**") will assist the directors (the "**Directors**") of Veta Resources Inc. (the "**Corporation**") in fulfilling their responsibilities under applicable legal and regulatory requirements. To the extent considered appropriate by the Committee or as required by applicable legal or regulatory requirements, the Committee will review the financial accounting and reporting process of the Corporation, the system of internal controls and management of the financial risks of the Corporation and the audit process of the financial information of the Corporation. In fulfilling its responsibilities, the Committee should maintain an effective working relationship with the Directors, management of the Corporation and the external auditor of the Corporation as well as monitor the independence of the external auditor.

Authority

The Committee shall have the authority to:

- (A) engage independent counsel and other advisors as the Committee determines necessary to carry out its duties;
- (B) set and pay the compensation for any advisors employed by the Committee;
- (C) communicate directly with the internal and external auditor of the Corporation and require that the external auditor of the Corporation report directly to the Committee; and
- (D) seek any information considered appropriate by the Committee from any employee of the Corporation.

The Committee shall have unrestricted and unfettered access to all personnel and documents of the Corporation and shall be provided with the resources reasonably necessary to fulfill its responsibilities.

Membership and Organization

1. The Committee will be composed of at least three members. The members of the Committee shall be appointed by the Directors to serve one-year terms and shall be permitted to serve an unlimited number of consecutive terms. Every member of the Committee must be a Director who is independent and financially literate to the extent required by (and subject to the exemptions and other provisions set out in) applicable laws, rules and regulations, and stock exchange requirements ("**Applicable Laws**"). In this Charter, the terms "independent" and "financially literate" have the meaning ascribed to such terms by Applicable Laws, and include the meanings given to similar terms by Applicable Laws, including in the case of the term "independent" the terms "outside" and "unrelated" to the extent such latter terms are applicable under Applicable Laws.
2. The chairman of the Committee will be appointed by the Committee from time to time and must have such accounting or related financial management expertise as the Directors may determine in their business judgment.
3. The secretary of the Committee will be the Secretary of the Corporation or such other person as is chosen by the Committee.
4. The Committee may invite such persons to meetings of the Committee as the Committee considers appropriate, except to the extent exclusion of certain persons is required pursuant to this Charter or Applicable Laws.
5. The Committee may invite the external auditor of the Corporation to be present at any meeting of the Committee and to comment on any financial statements, or on any of the financial aspects, of the Corporation.
6. The Committee will meet as considered appropriate or desirable by the Committee. Any member of the Committee or the external auditor of the Corporation may call a meeting of the Committee at any time upon 48 hours prior written notice.

7. All decisions of the Committee shall be by simple majority and the chairman of the Committee shall not have a deciding or casting vote.
8. Minutes shall be kept in respect of the proceedings of all meetings of the Committee.
9. No business shall be transacted by the Committee except at a meeting of the members thereof at which a majority of the members thereof is present.
10. The Committee may transact its business by a resolution in writing signed by all the members of the Committee in lieu of a meeting of the Committee.

Role and Responsibilities

To the extent considered appropriate or desirable or required by applicable legal or regulatory requirements, the Committee shall:

1. recommend to the Directors:
 - (a) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report on the annual financial statements of the Corporation or performing other audit, review or attest services for the Corporation, and
 - (b) the compensation to be paid to the external auditor of the Corporation;
2. review the proposed audit scope and approach of the external auditor of the Corporation and ensure no unjustifiable restriction or limitations have been placed on the scope of the proposed audit;
3. meet separately and periodically with the management of the Corporation, the external auditor of the Corporation and the internal auditor (or other personnel responsible for the internal audit function of the Corporation) of the Corporation to discuss any matters that the Committee, the external auditor of the Corporation or the internal auditor of the Corporation, respectively, believes should be discussed privately;
4. be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report on the annual financial statements of the Corporation or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management of the Corporation and the external auditor of the Corporation regarding any financial reporting matter and review the performance of the external auditor of the Corporation;
5. review judgmental areas, for example those involving a valuation of the assets and liabilities and other commitments and contingencies of the Corporation;
6. review audit issues related to the material associated and affiliated entities of the Corporation that may have a significant impact on the equity investment therein of the Corporation;
7. meet with management and the external auditor of the Corporation to review the annual financial statements of the Corporation and the results of the audit thereof;
8. review and determine if internal control recommendations made by the external auditor of the Corporation have been implemented by management of the Corporation;
9. pre-approve all non-audit services to be provided to the Corporation or any subsidiary entities thereof by the external auditor of the Corporation and, to the extent considered appropriate: (i) adopt specific policies and procedures in accordance with Applicable Laws for the engagement of such non-audit services; and/or (ii) delegate to one or more independent members of the Committee the authority to pre-approve all non-audit services to be provided to the Corporation or any subsidiary entities thereof by the external auditor of the Corporation provided that the other members of the Committee are informed of each such non-audit service;

10. consider the qualification and independence of the external auditor of the Corporation, including reviewing the range of services provided by the external auditor of the Corporation in the context of all consulting services obtained by the Corporation;
11. consider the fairness of the interim financial statements and financial disclosure of the Corporation and review with management of the Corporation whether,
 - (a) actual financial results for the interim period varied significantly from budgeted or projected results,
 - (b) generally accepted accounting principles have been consistently applied,
 - (c) there are any actual or proposed changes in accounting or financial reporting practices of the Corporation, and
 - (d) there are any significant or unusual events or transactions which require disclosure and, if so, consider the adequacy of that disclosure;
12. review the financial statements of the Corporation, management's discussion and analysis and any annual and interim earnings press releases of the Corporation before the Corporation publicly discloses such information and discuss these documents with the external auditor and with management of the Corporation, as appropriate;
13. review and be satisfied that adequate procedures are in place for the review of the public disclosure of the Corporation of financial information extracted or derived from the financial statements of the Corporation, other than the public disclosure referred to in paragraph 4(l) above, and periodically assess the adequacy of those procedures;
14. establish procedures for,
 - (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters, and
 - (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters relating to the Corporation;
15. review and approve the hiring policies of the Corporation regarding partners, employees and former partners and employees of the present and any former external auditor of the Corporation;
16. review the areas of greatest financial risk to the Corporation and whether management of the Corporation is managing these risks effectively;
17. review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and consider their impact on the financial statements of the Corporation;
18. review any legal matters which could significantly impact the financial statements of the Corporation as reported on by counsel and meet with counsel to the Corporation whenever deemed appropriate;
19. institute special investigations and, if appropriate, hire special counsel or experts to assist in such special investigations;
20. at least annually, obtain and review a report prepared by the external auditor of the Corporation describing: the firm's quality-control procedures; any material issues raised by the most recent internal quality-control review or peer review of the firm or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, in respect of one or more independent audits carried out by the firm, and any steps taken to deal with any such issues; and (to assess the auditor's independence) all relationships between the independent auditor and the Corporation;
21. review with the external auditor of the Corporation any audit problems or difficulties and management's response to such problems or difficulties;

22. discuss the Corporation's earnings press releases, as well as financial information and earning guidance provided to analysts and rating agencies, if applicable; and
23. review this charter and recommend changes to this charter to the Directors from time to time.

Communication with Directors

1. The Committee shall produce and provide the Directors with a written summary of all actions taken at each Committee meeting or by written resolution.
2. The Committee shall produce and provide the Directors with all reports or other information required to be prepared under Applicable Laws.

