

**NOTICE OF ANNUAL GENERAL MEETING  
OF SHAREHOLDERS**

and

**MANAGEMENT INFORMATION CIRCULAR  
AND PROXY STATEMENT OF**

**GLOBAL HELIUM CORP.**



to be held on

**MAY 13, 2022**

**at 10:00 a.m. (Calgary Time)**

**April 14, 2022**

## GLOBAL HELIUM CORP.

### NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

**TAKE NOTICE** that the Annual General Meeting (the "Meeting") of the shareholders ("Shareholders") of Global Helium Corp. (the "Corporation") will be held at the offices of TingleMerrett LLP, which are located at 1250, 639 - 5<sup>th</sup> Avenue S.W., on May 13, 2022 at 10:00 a.m. (Calgary time) for the following purposes:

- (a) to receive the audited financial statements of the Corporation as at and for the year ended December 31, 2021;
- (b) to fix the number of directors to be elected at the Meeting of the Corporation for the ensuing year at four (4);
- (c) to elect Brad Nichol, Wesley Siemens, Roderick Nichol and Christopher Cooper as directors of the Corporation;
- (d) to appoint RSM Alberta LLP as the auditors of the Corporation for the ensuing year and to authorize the directors to determine the remuneration to be paid to the auditors;
- (e) to consider and, if deemed advisable, to pass an ordinary resolution, the full text of which is set forth in the accompanying management information circular and proxy statement (the "**Management Proxy Circular**"), adopting and approving the stock option plan of the Corporation; and
- (f) to transact such further business as may properly come before the Meeting or any adjournment thereof. Information relating to matters to be acted upon by the Shareholders at the Meeting is set forth in the accompanying Management Proxy Circular.

The accompanying Circular provides additional 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 Meeting.

The Corporation's Board of Directors has fixed April 12, 2022 as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof (the "**Record Date**"). Each registered shareholder at the close of business on the Record Date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying Circular. All Shareholders are reminded to review the Circular before voting.

**In light of ongoing concerns related to the spread of COVID-19, and in order to mitigate potential risks to the health and safety of the Corporation's employees, shareholders are strongly encouraged to vote on the matters before the Meeting by proxy BEFORE 10:00 a.m. (Calgary time) on May 11, 2022, rather than attending the meeting in person.**

If you are a registered shareholder of the Corporation and unable to attend the Meeting in person, please complete, date and sign the accompanying form of proxy and deposit it with the Corporation's transfer agent, Odyssey Trust Company: i) by mail using the enclosed return envelope or one addressed to Odyssey Trust Company, Trader's Bank Building, Suite 702, 67 Yonge St., Toronto, Ontario M5E 1J8; ii) by facsimile at 1-800-517-4553; iii) by email at [proxy@odysseytrust.com](mailto:proxy@odysseytrust.com) or iv) through the internet at <https://login.odysseytrust.com/pxlogin>, in accordance with the instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of Alberta) before the time and date of the Meeting or any adjournment or postponement thereof.

If you are a non-registered shareholder of the Corporation and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self administered retirement savings plan, retirement income fund, education savings plan or other similar self administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (an "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary. Shareholders are encouraged to vote your proxy by mail, internet or telephone. You will need the control number contained in the accompanying form of proxy in order to vote. To be valid, your proxy must be received by the Corporation's transfer agent, Odyssey Trust Company, no later than **10:00 a.m. (Calgary time) on May 11, 2022**, or no later than 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the date on which the Meeting or any postponement or adjournment thereof is held.

**SHAREHOLDERS ARE CAUTIONED THAT THE USE OF THE MAIL TO TRANSMIT PROXIES IS AT EACH SHAREHOLDER'S RISK.**

**DATED:** April 14, 2022.

**By Order of the Board of Directors  
(signed) "*Brad Nichol*"  
Interim Chief Executive Officer and  
Executive Chairman, Director**

# GLOBAL HELIUM CORP.

## MANAGEMENT INFORMATION CIRCULAR AND PROXY STATEMENT

April 14, 2022

IN RESPECT OF THE ANNUAL GENERAL MEETING OF SHAREHOLDERS  
TO BE HELD ON MAY 13, 2022

### INFORMATION REGARDING PROXIES AND VOTING AT THE MEETING

#### Solicitation of Proxies

This management information circular and proxy statement (the "Management Proxy Circular") is furnished in connection with the solicitation of proxies by the management of Global Helium Corp. (the "Corporation") for use at the annual general meeting of the holders (the "Shareholders") of common shares ("Common Shares") of the Corporation to be held at the offices of TingleMerrett LLP, which are located at 1250, 639 - 5<sup>th</sup> Avenue S.W., on Friday, May 13, 2022 at 10:00 a.m. (Calgary time) (the "Meeting"), for the purposes set forth in the notice of annual general meeting (the "Notice") accompanying this Management Proxy Circular. Solicitation of proxies will be primarily by mail, but may also be undertaken by way of telephone, facsimile or oral communication by the directors, officers and regular employees of the Corporation, at no additional compensation. Costs associated with the solicitation of proxies will be borne by the Corporation.

#### Appointment of Proxyholders

Accompanying this Management Proxy Circular is an instrument of proxy for use at the Meeting. Shareholders who wish to be represented by proxy are required to date and sign the enclosed instrument of proxy and return it in the enclosed return envelope. **All properly executed instruments of proxy for Shareholders must be deposited with the Corporation's registrar and transfer agent, Odyssey Trust Company, at Trader's Bank Building, Suite 702, 67 Yonge St., Toronto, Ontario M5E 1J8 in the enclosed self-addressed envelope, by facsimile at 1-800-517-4553, by email at [proxy@odysseytrust.com](mailto:proxy@odysseytrust.com) or through the internet at <https://login.odysseytrust.com/pxlogin> not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) prior to the time set for the Meeting or any adjournment thereof.**

The persons designated in the instrument of proxy are officers and/or directors of the Corporation. **A Shareholder has the right to appoint a person (who need not be a Shareholder) other than the persons designated in the accompanying instrument of proxy, to attend at and represent the Shareholder at the Meeting.** To exercise this right, a Shareholder should insert the name of the designated representative in the blank space provided on the instrument of proxy and strike out the names of management's nominees. Alternatively, a Shareholder may complete another appropriate instrument of proxy.

#### Signing of Proxy

The instrument of proxy must be signed by the Shareholder or the Shareholder's duly appointed attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney of the Corporation. An instrument of proxy signed by a person acting as attorney or in some other representative capacity (including a representative of a corporate Shareholder) should indicate that person's capacity (following his or her signature) and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has previously been filed with the Corporation).

#### Revocability of Proxies

A Shareholder who has submitted an instrument of proxy may revoke it at any time prior to the exercise thereof. In addition to any manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by his or her duly authorized attorney or, if the Shareholder is a corporation, under its corporate seal or executed

by a duly authorized officer or attorney of the corporation and deposited either: (i) at the registered office of the Corporation at any time up to and including the last business day preceding the day of the Meeting, or any adjournments thereof, at which the instrument of proxy is to be used; or (ii) with the Chairman of the Meeting on the day of the Meeting, or any adjournment thereof. In addition, an instrument of proxy may be revoked: (i) by the Shareholder personally attending the Meeting and voting the securities represented thereby or, if the Shareholder is a corporation, by a duly authorized representative of the corporation attending at the Meeting and voting such securities; or (ii) in any other manner permitted by law.

### **Voting of Proxies and Exercise of Discretion by Proxyholders**

All Common Shares represented at the Meeting by properly executed proxies will be voted on any ballot that may be called for and, where a choice with respect to any matter to be acted upon has been specified in the instrument of proxy, the Common Shares represented by the instrument of proxy will be voted in accordance with such instructions. The management designees named in the accompanying instrument of proxy will vote or withhold from voting the Common Shares in respect of which they are appointed in accordance with the direction of the Shareholder appointing him or her on any ballot that may be called for at the Meeting. **In the absence of such direction, such Common Shares will be voted "FOR" the proposed resolutions at the Meeting. The accompanying instrument of proxy confers discretionary authority upon the persons named therein with respect to amendments of or variations to the matters identified in the accompanying Notice and with respect to other matters that may properly be brought before the Meeting.** In the event that amendments or variations to matters identified in the Notice are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the management designees to vote in accordance with their best judgment on such matters or business. At the time of printing this Management Proxy Circular, the management of the Corporation knows of no such amendment, variation or other matter to come before the Meeting other than the matters referred to in the accompanying Notice.

## **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

### **Voting Shares and Record Date**

The authorized share capital of the Corporation consists of an unlimited number of Common Shares without nominal or par value and an unlimited number of preferred shares without par value. The record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting is April 12, 2022 (the "Record Date"). As at the Record Date, there were 44,176,040 Common Shares issued and outstanding and nil preferred shares.

### **Common Shares**

The holders of Common Shares are entitled to notice of and to vote at all annual meetings of shareholders and are entitled to one vote per Common Share. The holders of Common Shares are entitled to receive such dividends as the board of directors of the Corporation (the "Board of Directors" or the "Board") declare and, upon liquidation, to receive such assets of the Corporation as are distributable to holders of Common Shares.

### **Voting of Common Shares – General**

Only Shareholders whose names are entered in the Corporation's register of shareholders at the close of business on the Record Date and holders of Common Shares issued by the Corporation after the Record Date and prior to the Meeting will be entitled to receive notice of and to vote at the Meeting, provided that, to the extent that: (i) a registered Shareholder has transferred the ownership of any Common Shares subsequent to the Record Date; and (ii) the transferee of those Common Shares produces properly endorsed share certificates, or otherwise establishes that he or she owns the Common Shares and demands, not later than ten days before the Meeting, that his or her name be included on the Shareholder list before the Meeting, in which case the transferee shall be entitled to vote his or her Common Shares at the Meeting.

## **Voting of Common Shares – Advice to Non-Registered Holders**

Only registered holders of Common Shares, or the persons they appoint as their proxies, are permitted to attend and vote at the Meeting. However, in many cases, Common Shares beneficially owned by a holder (a "Non-Registered Holder") are registered either:

- a) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the Common Shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or
- b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited or "CDS").

In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, the Corporation has distributed copies of the Notice, this Management Proxy Circular and the instrument of proxy (collectively, the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward meeting materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Typically, Intermediaries will use a service company (such as Broadridge Investor Communication Solutions ("Broadridge")) to forward Meeting Materials to Non-Registered Holders.

Generally, Non-Registered Holders who have not waived the right to receive meeting materials will:

- a) have received as part of the Meeting Materials a voting instruction form which must be completed, signed and delivered by the Non-Registered Holder in accordance with the directions on the voting instruction form; voting instruction forms sent by Broadridge permit the completion of the voting instruction form by telephone or through the Internet at [www.proxyvote.com](http://www.proxyvote.com); or
- b) less typically, be given a proxy which 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 uncompleted. This form of proxy need not be signed by the Non-Registered Holder. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with Odyssey Trust Company at the address referred to above.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Holder wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should strike out the names of the persons named in the proxy and insert the Non-Registered Holder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions on the form. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediaries and their service companies.**

Only registered Shareholders have the right to revoke a proxy. Non-Registered Holders who wish to change their vote must in sufficient time in advance of the Meeting, arrange for their respective Intermediaries to change their vote and if necessary, revoke their proxy in accordance with the revocation procedures set out above.

## **Principal Holders of Common Shares**

To the knowledge of the directors and executive officers of the Corporation, as of the date of this Management Proxy Circular, no person beneficially owns or exercises control or direction over Common Shares carrying more than 10% of the votes attached to Common Shares.

## STATEMENT OF EXECUTIVE COMPENSATION

### **GENERAL**

The following information, dated as of April 14, 2022, is provided in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* (the "Form"), in such term as defined by National Instrument 51-102 – *Continuous Disclosure Obligations*.

For the purposes of this Form, a "Named Executive Officer", or "NEO", means each of the following individuals:

- (a) each individual who, in respect of the Corporation, during any part of the most recently completed financial year, served as chief executive officer ("CEO"), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Corporation, during any part of the most recently completed financial year, served as chief financial officer ("CFO"), including an individual performing functions similar to a CFO;
- (c) each of the three most highly compensated executive officers of the Corporation, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation or its subsidiaries, nor acting in a similar capacity, at the end of that financial year.

Based on the foregoing definitions, the Corporation's NEO's in respect of the year ended December 31, 2021 were Brad Nichol, Chief Executive Officer, Wes Siemens, President, Nathan Steinke, Chief Financial Officer and Duncan Mackenzie, VP Exploration.

### **DIRECTOR AND NEO COMPENSATION**

#### **Director and NEO compensation, excluding stock options and other compensation securities**

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation, or a subsidiary of the Corporation thereof to each director and each NEO of the Corporation, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Corporation, for each of the Corporation's two (2) most recently completed financial years:

Table of compensation excluding compensation securities							
Name and position	Year	Salary, Consulting fee, retainer or commission <sup>(1)</sup> (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites <sup>(4)</sup> (\$)	Value of all other compensation (\$)	Total compensation (\$)
Brad Nichol <sup>(3)</sup> <i>Interim CEO and Executive Chairman, Director</i>	2021	180,000	Nil	Nil	Nil	Nil	180,000
	2020	40,000	Nil	Nil	Nil	Nil	40,000
Wesley Siemens <sup>(2,3)</sup> <i>President, Director</i>	2021	180,000	Nil	Nil	22,000	Nil	202,000
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Nathan Steinke <sup>(1)</sup> <i>CFO</i>	2021	180,000	Nil	Nil	Nil	Nil	180,000
	2020	150,000	Nil	Nil	Nil	Nil	150,000
Duncan Mackenzie <i>VP Exploration</i>	2021	180,000	Nil	Nil	9,000	Nil	189,000
	2020	175,000	Nil	Nil	Nil	Nil	175,000
Rod Nichol <i>Director</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Chris Cooper <i>Director</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

- (1) The salary, consulting fee, retainer or commission in 2020 represents the fees paid to NEOs by the Corporation for the 11 months ended November 30, 2020, and by the Corporation for the month of December 2020. Each NEO was appointed to their respective positions with the Corporation on November 13, 2020.
- (2) Wesley Siemens was appointed President on February 15, 2021.
- (3) All compensation paid to Brad Nichol and Wesley Siemens was in respect of their positions as officers of the Corporation.
- (4) The value of perquisites to be received by NEOs during 2020 and 2021, including property or other personal benefits provided to NEOs that are not generally available to all employees, were not (in aggregate) \$50,000 or greater or more than 10% of each NEOs annualized salary for 2020 or 2021, as applicable.

**Stock options and other compensation securities**

There were no exercises of compensation securities by any of the NEOs or directors of the Corporation during the fiscal year ended December 31, 2021.

The following table sets forth details for all stock options outstanding for each of the NEO and directors as at December 31, 2021.

Name and Position	Number of stock options	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security underlying stock option on date of grant (\$)	Closing price of security at year ended December 31, 2021	Expiry date
Brad Nichol <i>Interim CEO and Executive Chairman, Director</i>	100,000	August 11, 2021	0.61	0.61	1.68	August 11, 2023
Wesley Siemens <i>President, Director</i>	700,000	February 1, 2021	0.15	N/A <sup>(1)</sup>	1.68	February 1, 2023
	200,000	August 11, 2021	0.61	0.61		
Nathan Steinke <i>CFO</i>	200,000	August 11, 2021	0.61	0.61	1.68	August 11, 2023
Duncan Mackenzie <i>VP Exploration</i>	100,000	August 11, 2021	0.61	0.61	1.68	August 11, 2023
Rod Nichol <sup>(2)</sup> <i>Director</i>	400,000	February 1, 2021	0.15	N/A <sup>(1)</sup>	1.68	February 1, 2023
	50,000	August 11, 2021	0.61	0.61		
Chris Cooper <i>Director</i>	400,000	February 1, 2021	0.15	N/A <sup>(1)</sup>	1.68	February 1, 2023
	50,000	August 11, 2021	0.61	0.61		

**Note:**

- (1) Shares of the Corporation were not listed for trading on any stock exchange at the time of option issuance.



## Stock option plans and other incentive plans

The Corporation approved a stock option plan (the "**Plan**") on January 1, 2021. The Plan provides that the board of directors of the Corporation may from time to time, in its discretion, and in accordance with CSE requirements, grant to directors, officers, employees and consultants to the Corporation, non-transferable options to purchase Common Shares exercisable for a period of up to five years from the date of grant. The exercise price for each option shall be determined by the Board of Directors, subject to the Policies of the CSE, at the time the option is granted, but such price shall not be less than the higher of the closing prices of the Common Shares on either the date of grant or the trading day prior to the date of grant. The exercise price may not be reduced without applicable regulatory approval. The Board may determine in its discretion which options shall vest and the method of vesting, subject only to compliance with the Policies of the CSE. Options may be exercised no later than 90 days following cessation of the optionee's position with the Corporation provided that if the cessation of office, directorship, employment, or consulting arrangement was by reason of death, the option may be exercised with a maximum period of one year after such death, subject to the expiry date of such option.

The number of Common Shares reserved for issuance under the Plan in aggregate shall not exceed 10% of the aggregate issued and outstanding Shares of the Corporation at the time of grant, but this maximum number may be revised from time to time by the Board in accordance with the policies of the CSE. If any option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Common Shares subject thereto shall again be available for the purpose of the Plan.

The number of Stock Options which may be granted under the Plan (calculated at the Grant Date), within a 12 month period:

- (a) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Common Shares on a non-diluted basis at the time of the grant unless Disinterested Approval is obtained; and
- (b) to any one consultant shall not exceed 2% of the total number of issued and outstanding Common Shares on a non-diluted basis at the time of the grant; and
- (c) all Eligible Persons who undertake Investor Relations Activities shall not exceed 1% in the aggregate of the total number of issued and outstanding Common Shares in any 12 month period, on a non-diluted basis; and
- (d) unless shareholder approval is obtained as provided for in Section 2.25 of National Instrument 45-106 – *Prospectus Exemptions* (which includes Disinterested Approval, as defined therein) following the distribution of the Stock Options:
  - (i) the number of Common Shares, calculated on a fully diluted basis, reserved for issuance upon exercise of options to directors, executive officers or related entities of the Corporation, or an associate or permitted assign of directors, executive officers or related entities of the issuer (collectively, a "**related persons**") may not exceed 10% of the issued and outstanding Common Shares in a 12 month period (5% to an individual related person); and
  - (ii) the number of Common Shares, calculated on a fully diluted basis, issued in twelve (12) months upon exercise of options to a related person may not exceed 10% of the issued and outstanding Common Shares in a 12 month period (5% to an individual related person).

## Employment, consulting and management agreements

The Corporation does not have any employment agreements in place with the Named Executive Officers. There are no change of control benefits in place.

## Oversight and description of directors and NEO compensation

Given the Corporation's size and stage of development, the Corporation does not have a separate remuneration committee. The Board of Directors of the Corporation therefore determines the compensation of the Corporation's directors, NEO and senior officers that the Board feels is suitable, primarily by comparison of the remuneration paid by other companies that the Board feels are similarly placed within the same business as the Corporation.

Market comparisons as well as evaluation of similar positions in the same industry and/or in the same geography are among the criteria used in determining compensation levels. Following a review of such criteria, the Board of Directors determines compensation amounts and methods as it sees fit.

The objective of the Board of Directors in setting compensation levels is to attract and retain individuals of high calibre to serve as officers of the Corporation, to motivate their performance in order to achieve the Corporation's strategic objectives and to align the interests of executive officers with the long term interests of the shareholders, while at the same time preserving cash flows. These objectives are designed to ensure that the Corporation continues to grow on an absolute basis as well as to grow cash flow and earnings for Shareholders. The Board of Directors sets the compensation received by NEO so as to be generally competitive with the compensation received by persons with similar qualifications and responsibilities who are engaged by other companies of corresponding size, stage of development, having similar assets, number of employees, market capitalization and profit margin. In setting such levels, the Board of Directors relies primarily on their own experience and knowledge.

## Pension disclosure

The Corporation does not have any defined benefit or defined contribution pension plans in place which provide for payments or benefits at, following, or in connection with retirement for the Directors and NEOs.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information as at the end of the Corporation's most recently completed financial year with respect to compensation plans under which equity securities of the Corporation are authorized for issuance.

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights (b)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (c)</b>
Equity compensating plans approved by the security holders	2,600,000	0.31	1,776,654
Equity compensation plans not approved by security holders	Nil	Nil	Nil
<b>Total:</b>	<b>2,600,000</b>	<b>0.31</b>	<b>1,776,654</b>

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors and officers of the Corporation, any proposed management nominee for election as a director of the Corporation or any associate of any director, officer or proposed management nominee is or has been indebted to the Corporation at any time during the last completed financial year.

## MANAGEMENT CONTRACTS

The Corporation does not have in place any management contracts between the Corporation and any directors or officers and there are no management functions of the Corporation that are to any substantial degree performed by a person or company other than the directors or officers (or private companies controlled by them, either directly or indirectly) of the Corporation.

## CORPORATE GOVERNANCE

Pursuant to National Policy 58-101 Disclosure of Corporate Governance Practices, the Corporation is required to and hereby discloses its corporate governance practices as follows:

### Board of Directors

The Board of Directors of the Corporation facilitates its exercise of independent supervision over the Corporation's management through frequent meetings of the Board.

Chris Cooper and Rod Nichol are our "independent" board members in that they are independent and free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of the Corporation, other than the interests and relationships arising from shareholders.

### Directorships

The following table sets out the directors of the Corporation that are currently directors of other issuers that were or are reporting issuers:

Name	Name of Reporting Issuer	Exchange or Market
Brad Nichol	Alpha Lithium Corporation	TSXV, OTC
	Beta Energy Corp.	N/A
	Liberty One Lithium Corp.	TSXV, OTC
Wes Siemens	Prophecy Potash Corp.	CSE
	Alpha Copper Corp.	CSE, OTC
Rod Nichol	Pacific Legend Group Ltd.	Hong Kong
Chris Cooper	Alpha Lithium Corp.	TSXV, OTC
	Aroway Energy Inc.	TSXV
	Beta Energy Corp.	N/A
	Planet Ventures Inc	TSXV
	EEE Exploration Corp.	CSE
	Reparo Energy Partners Corp.	TSXV
	Coloured Ties Capital Inc.	TSXV
	Sweet Earth Holdings Corp	CSE

<b>Name</b>	<b>Name of Reporting Issuer</b>	<b>Exchange or Market</b>
	Level 14 Ventures Ltd.	CSE
	New Leaf Ventures Inc.	CSE
	Manning Ventures Inc.	TSXV

### **Orientation and Continuing Education**

The Corporation has not yet developed an official orientation or training program for new directors. The Board as a whole is responsible for overseeing continuing education for all directors. As required, new directors will have the opportunity to become familiar with the Corporation by meeting with the other directors and with officers and employees. Orientation activities will be tailored to the particular needs and experience of each director and the overall needs of the Board.

### **Ethical Business Conduct**

The Board of Directors enacted a Code of Conduct and Ethics. The purpose of the code is to promote transparency of the Corporation and to ensure the integrity of the Company by setting forth general principles applicable to all of its officers, directors, and employees. The Board of Directors believes that the Code of Conduct and Ethics, the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law, as well as the restrictions placed by applicable corporate legislation on the individual director's participation in decisions of the Board of Directors in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Corporation.

### **Assessments**

The board intends that individual director assessments be conducted by other directors, taking into account each director's contributions at board meetings, service on committees, experience base, and their general ability to contribute to one or more of our major needs. However, due to our stage of development and our need to deal with other urgent priorities, the board has not yet implemented such a process of assessment.

## **AUDIT COMMITTEE DISCLOSURE**

### ***Audit Committee Charter***

The Charter of the Corporation's audit committee (the "Audit Committee") is attached to this Management Proxy Circular as Schedule "A".

### ***Composition of the Audit Committee***

The following are the proposed members of the Audit Committee:

<b>Name</b>	<b>Independent</b>	<b>Financially literate<sup>(1)</sup></b>
Brad Nichol	No	Financially literate
Christopher Cooper	Yes	Financially literate
Roderick Nichol	Yes	Financially literate

### **Note:**

(1) As defined by NI 52-110.

### ***Education and Experience***

**Mr. Rod Nichol:** Mr. Nichol was appointed Director of the Corporation on November 13, 2020. Mr. Nichol is an entrepreneur, senior adviser and private investor primarily based out of Vancouver. He is the Managing Director of Lionsgate Capital Limited, which he founded in Hong Kong in 2010 and also Lionsgate West Capital Limited which he founded in Vancouver in 2021. Prior to starting Lionsgate, he was a senior investment banker for thirteen years, based in London, with Merrill Lynch, Dresdner Kleinwort, and The Europa Partnership LLP. He has originated and executed numerous notable transactions globally, having been directly involved in over US\$60bn (equiv.) in transaction value. These deals span both public and private situations, including principal investments, M&A/corporate finance advisory mandates, leveraged/acquisition financings, corporate & project financings, debt & equity capital raisings, and derivatives. He has particular expertise in the natural resources, energy, infrastructure, TMT, and healthcare sectors. Rod has an MBA from London Business School and a Bachelor of Commerce degree from the Sauder School of Business at the University of British Columbia.

**Mr. Chris Cooper:** Mr. Cooper was appointed Director of the Corporation on November 13, 2020. Mr. Cooper has over 20 years of experience in management and finance in the oil and gas, mining, and technology industries. Mr. Cooper received his B.A. from Hofstra University and his MBA from Dowling College, both in New York State. He has been involved in the creation and funding of several oil and gas issuers including Choice Resources Corp., an intermediate oil and gas producer before it was taken over in August 2007 by Buffalo Resources Corp. Mr. Cooper also sits on the board of several other junior public companies. He has sat on the audit committee of many public companies in several different industry sectors and has a broad comprehensive knowledge of financial reporting.

**Mr. Brad Nichol:** Mr. Nichol was appointed Chief Executive Officer of the Corporation on November 13, 2020 until February 15, 2021, when he became Interim CEO and Executive Chairman. Mr. Nichol is currently the President and CEO of Alpha Lithium Corp. Throughout his +25-year career he has served as both senior executive and director of a number of public and private enterprises across the finance and resource sectors. He has led successive organizations through multiple rounds of private and public project and corporate financings, initiated and executed dual listings, established key international and domestic financial relations, oversaw M&A, technical, operational, HR, investor relations, legal and regulatory functions as well as closing several accretive asset acquisitions and financings in multiple jurisdictions. Previously, he worked at Schlumberger in various technical, managerial, marketing and sales roles in North America, South America and Europe. He earned his MBA at the London Business School (Honors 2003) and also holds a BSc. in Mechanical Engineering from the University of Alberta and has been a registered Professional Engineer since 1994.

Through such business experience, the members of the Audit Committee review financial statements and gain an understanding of financial reporting controls and procedures.

### ***Audit Committee Oversight***

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

### ***Reliance on Certain Exemptions***

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

### ***Pre-Approval Policies and Procedures***

The Audit Committee must pre-approve all non-audit services to be provided to the Corporation by its external auditors.

### **External Auditor Service Fees (By Category)**

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

<b>Financial Year Ending</b>	<b>Audit Fees</b>	<b>Audit Related Fees</b>	<b>Tax Fees</b>	<b>All Other Fees</b>
2021	\$24,854	\$18,415	\$12,070	Nil
2020	\$19,500	\$5,000	\$7,350	\$Nil

### **Exemption**

The Corporation is relying on the exemption provided in Section 6.1 of NI 52-110 and, as such, the Corporation is exempt from Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110.

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

### **1. Financial Statements**

The financial statements of the Corporation for the year ended December 31, 2021 and the auditors' report thereon accompanying this Management Proxy Circular will be placed before the Shareholders at the Meeting for their consideration.

### **2. Fixing Number of Directors to be Elected at the Meeting**

At the Meeting, shareholders will be asked to consider and, if thought fit, approve an ordinary resolution fixing the number of directors to be elected at the Meeting at four (4).

Unless otherwise directed, it is the intention of the persons designated in the accompanying Instrument of Proxy to vote in favour of the ordinary resolution fixing the number of directors to be elected at the Meeting at four (4). In order to be effective, the ordinary resolution in respect of fixing the number of directors to be elected at the Meeting at four (4) must be approved by a simple majority of the votes cast by shareholders who vote in person or by proxy at the Meeting.

### **3. Election of Directors**

At the Meeting, it is proposed that four (4) directors be elected to hold office until the next annual meeting or until their successors are elected or appointed. There are presently four (4) directors of the Corporation, the term of each of which expires at the Meeting.

**Unless otherwise directed, it is the intention of the persons designated in the accompanying Instrument of Proxy to vote in favour of the election as directors of the four (4) nominees hereinafter set forth.** Management has no reason to believe that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, the persons designated in the accompanying Instrument of Proxy reserve the right to vote for other nominees in their discretion unless the shareholder has specified in the accompanying Instrument of Proxy that such shareholder's Common Shares are to be withheld from voting on the election of directors. In order to be effective, the ordinary resolution in respect of the election of each nominee director must be approved by a simple majority of the votes cast by shareholders who vote in person or by proxy at the Meeting.

The following table sets forth the name of each of the persons proposed to be nominated for election as a director, their province and country of residence, their principal occupation, the period served as a director and the number of voting Common Shares that each proposed nominee beneficially owns, or exercises control or direction over, directly or indirectly, as of the Record Date. The information as to Common Shares owned beneficially, not being within the knowledge of the Corporation, has been provided by each nominee.

<b>Name and Municipality of Residence</b>	<b>Principal Occupation, Business or Employment for last five year</b>	<b>Director or Officer Since</b>	<b>Number of Common Shares Beneficially Owned or Controlled and percentage of total issued and outstanding</b>
<b>Wesley Siemens</b> <i>Calgary, Alberta</i>	President of the Corporation since February 2021. President & CEO of Kaden Energy Ltd., a private oil and gas company since July 2015.	November 13, 2020	160,000 (0.36%)
<b>Christopher Cooper<sup>(1)</sup></b> <i>Vancouver, British Columbia</i>	President of Canadian Towers & Fibre Optics Inc. a private international telecommunications company since September 2017; prior thereto President and CEO of Aroway Energy Inc., an oil and gas company, from January 2012 to November 2017.	November 13, 2020	Nil (0.00%)
<b>Brad Nichol<sup>(1)</sup></b> <i>Calgary, Alberta</i>	Interim CEO and Executive Chairman of the Corporation since November 2020. President and CEO of Alpha Lithium Corp., a resource company since March 2020; President and CEO of Liberty One Lithium, a resource company since July 2017; prior thereto President of Acadia Iron Inc., a technology company from October 2014 to February 2018.	November 13, 2020	1,189,400 (2.69%)
<b>Roderick Nichol<sup>(1)</sup></b> <i>Vancouver, British Columbia</i>	Entrepreneur and senior advisor	November 13, 2020	335,000 (0.76%)

**Notes:**

- (1) Member of the Audit Committee.

**Corporate Cease Trade Orders or Bankruptcies**

Other than as disclosed below, none of our directors or executive officers is or, within 10 years before to the date of this Management Proxy Circular has been, a director or chief executive officer or chief financial officer of any company that while the director or officer was acting in that capacity, was the subject of:

- (a) a cease trade or similar order (including a management cease trade order that applied to the directors or executive officers of the company) for a period of more than 30 consecutive days; or
- (b) an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days;
- (c) was subject to an order of the type referred to in subparagraphs (i) or (ii) above that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer of the company that resulted from an event that occurred while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer of that company.

None of our directors or executive officers, nor any shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, nor in the case of (b) below any personal holding company of any of the foregoing:

- (a) is or, within 10 years before to the date of this Management Proxy Circular has been, a director or executive officer of any company that, while the director, officer or shareholder was acting in that capacity or within a year of the director, officer or shareholder 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; or

- (b) has, within 10 years before to the date of this Management Proxy 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 the director, executive officer, or shareholder.

On April 29, 2016, Edge Resources Inc., (“**Edge**”), of which Brad Nichol was a director and Chief Executive Officer, and Mr. Cooper was a director, received an order of the Court of Queen’s Bench of Saskatchewan appointing Grant Thornton as receiver over the company’s Saskatchewan-based assets and, on September 2, 2016, received an order of the Court of Queen’s Bench of Alberta appointing Grant Thornton as receiver over the company’s Alberta-based assets. The receiver was discharged on the Alberta-based assets on December 19, 2016 and on the Saskatchewan-based assets on February 1, 2017. On August 5, 2016 Edge received a cease trade order from the Alberta Securities Commission for failure to file financial statements. Since a Receiver had been appointed for Edge on April 29, 2016, the officers and directors of Edge were no longer in control of the assets or undertaking of Edge, being replaced by Grant Thornton (the Receiver). This made it impossible, following such date, for the directors of Edge to affect the continuance of Edge’s public filings. A copy of the order may be provided by request.

Mr. Cooper was an officer and a director of Reparo Energy Partners Corp. (formerly, Northern Sun Exploration Company Inc.) (“**Reparo**”), a company which made and satisfied a proposal with its creditors on August 17, 2009, pursuant to the *Bankruptcy and Insolvency Act* (Canada). Mr. Cooper was an officer and a director of Reparo when on March 6, 2015, the British Columbia Securities Commission issued a cease trade order for failure to file its annual audited financial statements. Reparo was subsequently delisted from the TSX Venture Exchange. On October 29, 2015, Mr. Cooper and Mr. Brad Nichol were subject to a management cease trade order issued by the British Columbia Securities Commission in respect of Aroway Energy Inc., for failure to file annual audited financial statements, and subsequently Aroway Energy Inc. was cease traded by the British Columbia Securities Commission on January 4, 2016, and delisted from the TSX Venture Exchange. Mr. Cooper is also a director of StartMonday Technology Corp. and was subject to an MCTO dated May 1, 2019, issued by the British Columbia Securities Commission for failure to file its annual audited financial statements. The British Columbia Securities Commission on July 10, 2019, issued a cease trade order and StartMonday Technology Corp. was subsequently delisted from the CSE.

### ***Individual Bankruptcies***

No director or proposed director of the Corporation is or has, within the ten years prior to the date hereof, 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 that individual.

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

No director or proposed director of the Corporation has:

- (a) 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
- (b) been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

### ***Conflicts of Interest***

The directors and officers of the Corporation may, from time to time, be involved with the business and operations of other issuers, in which case a conflict of interest may arise between their duties as officers and directors of the Corporation and as officer and directors of such other companies. Such conflicts must be disclosed in accordance with, and are subject to such procedures and remedies, as applicable, under the *Business Corporations Act* (Alberta).



#### 4. Appointment and Remuneration of Auditors

The current auditors of the Corporation are RSM Alberta LLP, Chartered Accountants, who have served in such capacity since December 17, 2020. **Unless instructed otherwise, the management designees in the accompanying Instrument of Proxy intend to vote FOR the resolution to appoint RSM Alberta LLP, Chartered Accountants, of Calgary, Alberta as the auditor of the Corporation to hold such appointment effective immediately until the next annual meeting of Shareholders, and to authorize the directors of the Corporation to fix the remuneration of the auditor.**

Approval of the appointment and remuneration of the auditors will require the affirmative votes of the holders of not less than half of the votes cast in respect thereof by Shareholders present in person or by proxy at the Meeting. The Board of Directors of the Corporation unanimously recommends that the Shareholders of the Corporation vote in favour of the resolution appointing RSM Alberta LLP as auditor of the Corporation.

#### 5. Approval of Stock Option Plan

The Corporation adopted an incentive stock option plan on January 1, 2021 (the “**Plan**”). Shareholders will be asked to adopt and approve the Plan at the Meeting.

The Plan provides that the board of directors of the Company may from time to time, in its discretion, and in accordance with CSE requirements, grant to directors, officers, employees and consultants to the Company, non-transferable options to purchase Common Shares exercisable for a period of up to five years from the date of grant. The exercise price for each option shall be determined by the Board of Directors, subject to the Policies of the CSE, at the time the option is granted, but such price shall not be less than the higher of the closing prices of the Common Shares on either the date of grant or the trading day prior to the date of grant. The exercise price may not be reduced without applicable regulatory approval. The Board may determine in its discretion which options shall vest and the method of vesting, subject only to compliance with the Policies of the CSE. Options may be exercised no later than 90 days following cessation of the optionee’s position with the Company provided that if the cessation of office, directorship, employment, or consulting arrangement was by reason of death, the option may be exercised with a maximum period of one year after such death, subject to the expiry date of such option.

The number of Common Shares reserved for issuance under the Plan in aggregate shall not exceed 10% of the aggregate issued and outstanding Shares of the Company at the time of grant, but this maximum number may be revised from time to time by the Board in accordance with the policies of the CSE. If any option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Common Shares subject thereto shall again be available for the purpose of the Plan.

The number of Stock Options which may be granted under the Plan (calculated at the Grant Date), within a 12 month period:

- (a) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Common Shares on a non-diluted basis at the time of the grant unless Disinterested Approval is obtained; and
- (b) to any one consultant shall not exceed 2% of the total number of issued and outstanding Common Shares on a non-diluted basis at the time of the grant; and
- (c) all Eligible Persons who undertake Investor Relations Activities shall not exceed 1% in the aggregate of the total number of issued and outstanding Common Shares in any 12 month period, on a non-diluted basis; and
- (d) unless shareholder approval is obtained as provided for in Section 2.25 of National Instrument 45-106 – *Prospectus Exemptions* (which includes Disinterested Approval, as defined therein) following the distribution:

- (i) the number of Common Shares, calculated on a fully diluted basis, reserved for issuance upon exercise of options to directors, executive officers or related entities of the Corporation, or an associate or permitted assign of directors, executive officers or related entities of the issuer (collectively, a “**related persons**”) may not exceed 10% of the issued and outstanding Common Shares in a 12 month period (5% to an individual related person); and
- (ii) the number of Common Shares, calculated on a fully diluted basis, issued in twelve (12) months upon exercise of options to a related person may not exceed 10% of the issued and outstanding Common Shares in a 12 month period (5% to an individual related person).

A copy of the Plan is attached as Schedule "B".

**Unless otherwise directed, it is the intention of the management designees named in the accompanying Instrument of Proxy to vote "FOR" the resolution to adopt the Plan.**

At the Meeting Shareholders shall be asked to pass a resolution in the following form:

"BE IT RESOLVED as an ordinary resolution of the Corporation that:

1. the stock option plan of the Corporation in substantially the form attached as Schedule "B" to the management information circular and proxy statement be and is hereby approved and adopted as the stock option plan of the Corporation;
2. the shareholders of the Corporation hereby expressly authorize the board of directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and
3. any one (or more) director or officer of the Corporation is authorized and directed, on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution."

As the Plan allows for the possibility of the aggregate number of shares reserved for issuance under stock options granted to “Insiders” (as a group) at any point in time exceeding 10% of the issued shares, the Plan resolution must be passed by a majority of the votes cast by Shareholders at the Meeting, excluding the votes attributable to Shares over which insiders of the Corporation have ownership or control (Disinterested Approval). Votes attributable to an aggregate of 4,735,700 Shares will be excluded from determining whether the resolution approving the Plan has been passed by a majority of the votes cast by Shareholders at the Meeting.

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

Except as disclosed in this Management Proxy Circular, none of the informed persons of the Corporation (as defined in National Instrument 51-102), nor any proposed nominee for election as a director of the Corporation, nor any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to the issued shares of the Corporation, nor any associate or affiliate of the foregoing persons has any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which, in either case, has or will materially affect the Corporation and none of such persons has any material interest in any transaction proposed to be undertaken by the Corporation that will materially affect the Corporation.

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

Except as disclosed in this Management Proxy Circular, none of the directors or senior officers of the Corporation at any time since the beginning of the Corporation's last financial year, nor any proposed nominee for election as a

director of the Corporation, nor any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise in any matter to be acted on, other than the election of directors.

#### **OTHER MATTERS TO BE ACTED UPON**

Management knows of no matters to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if any other matters properly come before the Meeting, the accompanying Instrument of Proxy will be voted on such matters in the best judgment of the person or persons voting the proxy.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available through the internet on the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) which can be accessed at [www.sedar.com](http://www.sedar.com). Financial information on the Corporation is provided in the comparative financial statements and management discussion and analysis of the Corporation which can also be accessed at [www.sedar.com](http://www.sedar.com) or which may be obtained upon request from the Corporation at Suite 800, 555 – 4 Avenue SW, Calgary, AB T2P 3E7.

## SCHEDULE "A"

### GLOBAL HELIUM CORP. (THE "CORPORATION")

#### AUDIT COMMITTEE CHARTER

1. **Establishment of Audit Committee:** The directors of the Corporation (the "**Directors**") hereby establish an audit committee (the "**Audit Committee**").
2. **Membership:** The membership of the Audit Committee shall be as follows:
  - (a) The Audit Committee shall be composed of three members or such greater number as the Directors may from time to time determine.
  - (b) The majority of the members of the Audit Committee shall be independent Directors.
  - (c) Each member of the Audit Committee shall be financially literate. For purposes hereof "financially literate" has the meaning set forth under NI 52-110 (as amended from time to time) and currently means the ability to read and understand a set of financial statements that present the 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.
  - (d) Members shall be appointed annually from among members of the Directors. A member of the Audit Committee shall *ipso facto* cease to be a member of the Audit Committee upon ceasing to be a Director of the Corporation.
3. **Oversight Responsibility:** The external auditor is ultimately accountable to the Directors and the Audit Committee, as representatives of the shareholders and such shareholders representatives have the ultimate authority and responsibility to select, evaluate, and where appropriate, replace the external auditors (or to nominate the external auditors to be proposed for shareholder approval in any management information circular and proxy statement). The external auditor shall report directly to the Audit Committee and shall have the responsibilities as set forth herein.
4. **Mandate:** The Audit Committee shall have responsibility for overseeing:
  - (a) the accounting and financial reporting processes of the Corporation; and
  - (b) audits of the financial statements of the Corporation.

In addition to any other duties assigned to the Audit Committee by the Directors, from time to time, the role of the Audit Committee shall include meeting with the external auditor and the senior financial management of the Corporation to review all financial statements of the Corporation which require approval by the Directors, including year-end audited financial statements. Specifically, the Audit Committee shall have authority and responsibility for:

- (a) reviewing the Corporation's financial statements, MD&A and earnings press releases before the information is publicly disclosed;
- (b) overseeing the work of the external auditors engaged for purpose of preparing or issuing, an audit report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditors regarding financial reporting;
- (c) reviewing annually and recommending to the Directors:
  - (i) the external auditors to be nominated for purposes of preparing or issuing an audit report or performing other audit, review or attest services for the Corporation; and

- (ii) the compensation of the external auditors.
- (d) discussing with the external auditor:
  - (i) the scope of the audit, in particular their view of the quality of the Corporation's accounting principles as applied in the financials in terms of disclosure quality and evaluation methods, inclusive of the clarity of the Corporation's financial disclosure and reporting, degree of conservatism or aggressiveness of the Corporation's accounting principles and underlying estimates and other significant decisions made by management in preparing the financial disclosure and reviewed by the auditors;
  - (ii) significant changes in the Corporation's accounting principles, practices or policies; and
  - (iii) new developments in accounting principles, reporting matters or industry practices which may materially affect the Corporation.
- (e) reviewing with the external auditor and the Corporation's senior financial management the results of the annual audit regarding:
  - (i) the financial statements;
  - (ii) MD&A and related financial disclosure contained in continuous disclosure documents;
  - (iii) significant changes, if any, to the initial audit plan;
  - (iv) accounting and reporting decisions relating to significant current year events and transactions;
  - (v) the management letter, if any, outlining the auditor's findings and recommendations, together with management's response, with respect to internal controls and accounting procedures; and
  - (vi) any other matters relating to the conduct of the audit, including such other matters which should be communicated to the Audit Committee under Canadian generally accepted auditing standards.
- (f) reviewing and discussing with the Corporation's senior financial management and, if requested by the Audit Committee, the external auditor:
  - (i) the interim financial statements;
  - (ii) the interim MD&A; and
  - (iii) any other material matters relating to the interim financial statements, including, inter alia, any significant adjustments, management judgments or estimates, new or amended accounting policies.
- (g) receipt from external auditor of a formal written statement delineating all relationships between the auditor and the Corporation and considering whether the advisory services performed by the external auditor during the course of the year have impacted their independence, and also ensuring that no relationship or services between ) the external auditor and the Corporation is in existence which may affect the objectivity and independence of the auditor or recommending appropriate action to ensure the independence of the external auditor.
- (h) pre-approval of all non-audit services to be provided to the Corporation or its subsidiary entities by the external auditors or the external auditors of the Corporation's subsidiary entities, unless such pre-approval is otherwise appropriately delegated or if appropriate specific policies and procedures for the engagement of non-audit services have been adopted by the Audit committee.

(i) reviewing and discussing with the external auditors and senior financial management: the adequacy of procedures for review of disclosure of financial information extracted or derived from financial statements, other than the disclosure referred to in subparagraph (a) above.

(j) establishing and reviewing of procedures for:

(i) receipt, retention, and treatment of complaints received by the Corporation and its subsidiary entities regarding internal accounting controls, or auditing matters;

(ii) anonymous submission by employees of the Corporation and its subsidiary entities of concerns regarding questionable accounting or auditing matters; and

(iii) hiring policies regarding employees and former employees of present and former external auditors of the Corporation and its subsidiary entities.

(k) reviewing with the external auditor, the adequacy of management's internal control over financial reporting relating to financial information and management information systems and inquiring of management and the external auditor about significant risks and exposures to the Corporation that may have a material adverse impact on the Corporation's financial statements, and inquiring of the external auditor as to the efforts of management to mitigate such risks and exposures.

(1) reviewing and/or considering that, with regard to the previous fiscal year,

- management has reviewed the Corporation's audited financial statements with the Audit Committee, including a discussion of the quality of the accounting principles as applied and significant judgments affecting the financial statements;

- the external auditors and the Audit Committee have discussed the external auditors' judgments of the quality of the accounting principles applied and the type of judgments made with respect to the Corporation's financial statements;

- the Audit Committee, on its own (without management or the external auditors present), has considered and discussed all the information disclosed to the Audit Committee from the Corporation's management and the external auditor; and

- in reliance on review and discussions conducted with senior financial management and the external auditors, the Audit Committee believes that the Corporation's financial statements are fairly presented in conformity with the with International Financial Reporting Standards (IFRS) in all material respects and that the financial statements fairly reflect the financial condition of the Corporation.

5. **Administrative Matters:** The following general provisions shall have application to the Audit Committee:

(a) A quorum of the Audit Committee shall be the attendance of a majority of the members thereof. No business may be transacted by the Audit Committee except at a meeting of its members at which a quorum of the Audit Committee is present or by a resolution in writing signed by all the members of the Audit Committee.

(b) Any member of the Audit Committee may be removed or replaced at any time by resolution of the Directors of the Corporation. If and whenever a vacancy shall exist on the Audit Committee, the remaining members may exercise all its powers so long as a quorum remains. Subject to the foregoing, each member of the Audit Committee shall hold such office until the close of the annual meeting of shareholders next following the date of appointment as a member of the Audit Committee or until a successor is duly appointed.

- (c) The Audit Committee may invite such Directors, officers and employees of the Corporation or affiliates thereof as it may see fit from time to time to attend at meetings of the Audit Committee and to assist thereat in the discussion of matters being considered by the Audit Committee. The external auditors are to appear before the Audit Committee when requested to do so by the Audit Committee.
- (d) The time and place for the Audit Committee meetings, the calling and the procedure at such meetings shall be determined by the Audit Committee having regard to the Articles and By-Laws of the Corporation.
- (e) The Chair shall preside at all meetings of the Audit Committee and shall have a second and deciding vote in the event of a tie. In the absence of the Chair, the other members of the Audit Committee shall appoint a representative amongst them to act as Chair for that particular meeting.
- (f) Notice of meetings of the Audit Committee may be given to the external auditors and shall be given in respect of meetings relating to the annual audited financial statements. The external auditors have the right to appear before and to be heard at any meeting of the Audit Committee. Upon the request of the external auditors, the Chair of the Audit Committee shall convene a meeting of the Audit Committee to consider any matters which the external auditors believes should be brought to the attention of the Directors or shareholders of the Corporation.
- (g) The Audit Committee shall report to the Directors of the Corporation on such matters and questions relating to the financial position of the Corporation or any affiliates of the Corporation as the Directors of the Corporation may from time to time refer to the Audit Committee.
- (h) The members of the Audit Committee shall, for the purpose of performing their duties, have the right to inspect all the books and records of the Corporation and its affiliates, and to discuss such books and records that are in any way related to the financial position of the Corporation with the Directors, officers, employees and external auditors of the Corporation and its affiliates.
- (i) Minutes of the Audit Committee meetings shall be recorded and maintained. The Chair of the Audit Committee will report to the Directors on the activities of the Audit Committee and/or the minutes of the Audit Committee meetings will be promptly circulated to the Directors or otherwise made available at the next meeting of Directors.
- (j) The Audit Committee shall have the authority to:
- (i) engage independent counsel and other advisors or consultants as it determines necessary to carry out its duties;
  - (ii) set and pay the compensation for any advisors employed by the Audit Committee; and
  - (iii) communicate directly with the internal (if any) and external auditors and qualified reserves evaluators or auditors.

## SCHEDULE "B"

### GLOBAL HELIUM CORP. (the "Company") STOCK OPTION PLAN

#### 1. PURPOSE OF THE PLAN

Unless otherwise defined in the CSE Policies (as defined below), all capitalized terms are as defined below.

The Company hereby establishes a stock option plan for directors, senior officers, employees, employees of management companies that may be providing services to the Company and consultants of the Company and its subsidiaries (collectively "**Eligible Persons**"), to be known as the "Stock Option Plan" (the "**Plan**"). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals Options, to buy Shares of the Company at a price equal to the Market Price prevailing on the Grant Date less applicable discount, if any, permitted by CSE Policies and approved by the Board.

#### 2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

- 2.1 "**Board**" means the Board of Directors of the Company.
- 2.2 "**Change of Control**" means the acquisition by any person or by any person and all Joint Actors (as defined in the Securities Act), whether directly or indirectly, of voting securities of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than twenty percent (20%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.
- 2.3 "**Company**" means GLOBAL HELIUM CORP. and its successors.
- 2.4 "**Consultant Company**" means an employee of a company that may be providing consulting services to the Company;
- 2.5 "**CSE**" means the Canadian Securities Exchange.
- 2.6 "**CSE Policies**" means the issuer policies of the Canadian Securities Exchange, and "**CSE Policy**" means any one of them.
- 2.7 "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
- (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
  - (b) acting as a director or officer of the Company or its subsidiaries.
- 2.8 "**Eligible Persons**" has the meaning given to that term in section 1 hereof.
- 2.9 "**Disinterested Approval**" means such approval as may be required pursuant to Multilateral Instrument 61-101 *Protection of Minority Securityholders in Special Transactions*.
- 2.10 "**Exchange**" means the CSE and, if applicable, any other stock exchange on which the Shares are listed.



- 2.11 "**Expiry Date**" means the date set by the Board under section 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.12 "**Grant Date**" means the date specified in an Option Agreement as the date on which an Option is granted.
- 2.13 "**Investor Relations Activities**" means "Investor Relations Activities" as defined in the CSE Policies.
- 2.14 "**Joint Actor**" means a person acting "jointly or in concert with" another person as that phrase is interpreted in the Securities Act.
- 2.15 "**Management Company Employee**" means an employee of a company that may be providing management services to the Company.
- 2.16 "**Market Price**" of Shares at any Grant Date means the last closing price per Share on the trading applicable trading day, or if the Shares are not listed on any stock exchange, "Market Price" of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.17 "**Option**" means an option to purchase Shares granted pursuant to this Plan.
- 2.18 "**Option Agreement**" means an agreement, as approved by the Board from time to time, whereby the Company grants to an Optionee an Option.
- 2.19 "**Optionee**" means each of the Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.20 "**Option Price**" means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.
- 2.21 "**Option Shares**" means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.22 "**Plan**" has the meaning given to that term in section 1 hereof.
- 2.23 "**Securities Act**" means the *Securities Act* (Alberta) as amended and supplemented from time to time.
- 2.24 "**Shares**" means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, "Shares" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.25 "**Unissued Option Shares**" means the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.36 "**Vesting**" means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

### **3. GRANT OF OPTIONS**

#### **3.1 Price and Term**

The Board may from time to time authorize the issue of Options to Eligible Persons of the Company and its subsidiaries. The Option Price under each Option shall be not less than the higher of the Market Price on the Grant Date or the Market price on the day prior to the Grant Date. Options shall not be assignable (or transferable) by the Optionee.

Each option and all rights thereunder shall be expressed to expire on the date set out in the option agreement and shall be subject to earlier termination as provided in Sections 11 and 12, provided that in no circumstances shall the duration of an option exceed the maximum term permitted by the Exchange, if applicable.

Should the expiry date of an Option fall within a Black Out Period or within nine business days following the expiration of a Black Out Period, such expiry date of the Option shall be automatically extended without any further act or formality to that date which is the tenth business day after the end of the Black Out Period, such tenth business day to be considered the expiry date for such Option for all purposes under the Plan. The ten business day period referred to in this paragraph may not be extended by the Board.

“Black Out Period” means the period during which the relevant Participant is prohibited from exercising an Option due to trading restrictions imposed by the Company pursuant to any policy of the Company respecting restrictions on trading that is in effect at that time.

### **3.2 Limits on Shares Issuable on Exercise of Options**

The number of Shares reserved for issuance under the Plan in aggregate shall not exceed 10% of the aggregate issued and outstanding Shares of the Corporation at the time of grant, but this maximum number may be revised from time to time by the Board in accordance with the policies of the Exchange. If any option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Shares subject thereto shall again be available for the purpose of the Plan.

The number of Options which may be granted under the Plan (calculated at the Grant Date), within a 12 month period:

- (a) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Shares on a non-diluted basis at the time of the grant unless Disinterested Approval is obtained; and
- (b) to any one consultant shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis at the time of the grant; and
- (c) all Eligible Persons who undertake Investor Relations Activities shall not exceed 1% in the aggregate of the total number of issued and outstanding Shares in any 12 month period, on a non-diluted basis; and
- (d) unless shareholder approval is obtained as provided for in Section 2.25 of National Instrument 45-106 – *Prospectus Exemptions* (which includes Disinterested Approval) following the distribution:
  - (i) the number of Common Shares, calculated on a fully diluted basis, reserved for issuance upon exercise of options to directors, executive officers or related entities of the Corporation, or an associate or permitted assign of directors, executive officers or related entities of the issuer (collectively, a “**related persons**”) may not exceed 10% of the issued and outstanding Common Shares in a 12 month period (5% to an individual related person); and
  - (ii) the number of Common Shares, calculated on a fully diluted basis, issued in twelve (12) months upon exercise of options to a related persons may not exceed 10% of the issued and outstanding Common Shares in a 12 month period (5% to an individual related person).

### **3.3 Option Agreements**

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. For Options to employees, consultants, Consultant Companies or Management Company Employees, the Company is representing herein and in the applicable Stock Option Agreement that the Optionee is a bona fide employee, consultant, Consultant Company or Management Company Employee, as

the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

#### **4. EXERCISE OF OPTION**

##### **4.1 Time of Effectiveness**

- (a) This Plan shall be effective upon approval by the Board and shall be ratified thereafter by the shareholders of the Corporation at the next duly convened meeting of the shareholders, and all Options granted by the Corporation prior to such ratification shall be deemed to form part of and shall comply with the provisions of this Plan.
- (b) Upon approval by the Board, the Corporation may grant Options under this Plan up to the maximum number set out in subsection 3.1.
- (c) Subject to the above and sections 4.3, 4.5 and 4.6, an Option may be exercised to purchase any number of Option Shares up to the number of Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. local time on the Expiry Date and shall not be exercisable thereafter.

##### **4.2 Manner of Exercise**

The Option shall be exercisable by delivering to the Company a notice specifying the number of Option Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Option Share. Upon notice and payment there will be a binding contract for the issue of the Option 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 Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case the Option shall not have been validly exercised.

##### **4.3 Termination of Employment**

In the following cases, an Option shall be exercisable as follows:

###### **(a) Death of Eligible Person**

Subject to a shorter period stated in agreements representing an option, and notwithstanding section 4.3(b), in the event of the death of a Eligible Person, the option previously granted to him shall be exercisable only within the one (1) year after such death and then only:

- (i) by the person or persons to whom the Eligible Person's rights under the option shall pass by the Eligible Person's will or the laws of descent and distribution; and
- (ii) if and to the extent that such Eligible Person was entitled to exercise the Option at the date of his death.

###### **(b) Ceasing To Be a Director, Officer, Consultant or Employee**

Subject to section 4.3(a), if a Eligible Person shall cease to be a director, officer, consultant, employee of the Company, or its subsidiaries, or ceases to be a Management Company Employee, for any reason (other than death), such Eligible Person may exercise his option to the extent that the Eligible Person was entitled to exercise it at the date of such cessation, provided that such option or portion of the option has vested, and provided that such exercise must occur within ninety (90) days after the Eligible Person ceases to be a director, officer, consultant, employee or a Management Company Employee, subject to extension at the discretion of the Board, unless such Eligible Person was engaged in investor relations activities, in which case such exercise must occur within 30 days after the cessation of the Eligible Person's services to the Company, subject to extension at the discretion of the Board.

Nothing contained in the Plan, nor in any option granted pursuant to the Plan, shall as such confer upon any Eligible Person any right with respect to continuance as a director, officer, consultant, employee or Management Company Employee of the Company or of any of its subsidiaries or affiliates.

#### **4.4 Vesting of Option Shares**

Except as set out in Section 4.7 below, any Options granted under the Stock Option Plan shall vest in accordance with the vesting schedule approved by the Board at the time of grant.

Options granted to consultants performing Investor Relations Activities shall vest in stages over 12 months with no more than one quarter of the options vesting in any three month period.

#### **4.5 Effect of a Take-Over Bid**

If a *bona fide* offer ( an “**Offer**”) for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the Securities Act, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised. If any Option Shares are returned to the Company under this paragraph 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

#### **4.6 Acceleration of Expiry Date**

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer. The Directors shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days and not more that 35 days notice is required.

#### **4.7 Effect of a Change of Control**

If a Change of Control occurs, all unvested Options granted to Eligible Persons who do not perform Investor Relations Activities shall vest immediately.

#### **4.8 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement**

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares, shall not give rise to any right to damages and shall not be included in the calculation of

nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

## **5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES**

### **5.1 Share Reorganization**

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "**Share Reorganization**") then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
  - (i) the Option Price in effect immediately before that effective date or record date; and
  - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subsection (a)(ii).

### **5.2 Special Distribution**

Subject to the prior approval of the Exchange, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares;

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board has determined to be outside the normal course); or
- (d) rights, options or warrants;

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a "**Special Distribution**"), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

### **5.3 Corporate Organization**

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in sections 5.1 or 5.2;

- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or
- (c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation;

(any such event being herein called a "**Corporate Reorganization**") the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Directors.

#### **5.4 Determination of Option Price and Number of Unissued Option Shares**

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Calgary, Alberta, that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

#### **5.5 Regulatory Approval**

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of paragraphs 5.1, 5.2 or 5.3 is subject to the approval of the Exchanges and any other governmental authority having jurisdiction.

### **6. MISCELLANEOUS**

#### **6.1 Right to Employment**

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

#### **6.2 Necessary Approvals**

The Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution. Any Options granted under this Plan prior to such approval shall only be exercised upon the receipt of such approval. Disinterested shareholder approval (as required by the Exchange) will be obtained for any reduction in the exercise price of any Option granted under this Plan if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of the Exchange and any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to obtain such approval, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

#### **6.3 Administration of the Plan**

The Directors shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in section 5.4, the interpretation and construction of any provision of the Plan by the Directors shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

#### **6.4 Income Taxes**

In accordance with recent Canada Revenue Agency legislation, the Company is required to remit withholdings on the benefit realized as a result of the stock option exercise by certain Optionees.

As a condition of and prior to participation in the Plan, all Optionees acknowledge and agree that, if applicable, the Optionee shall remit to the Company the amount of withholdings to be forwarded to any taxing authority concurrently with the funds for the option exercise. Further, the Optionee shall supply his or her social insurance number to the Company and authorize the Company to calculate the amount of the remittance and remit same on his or her behalf.

As a condition of and prior to participation in the Plan any Optionee may on request authorize the Company in writing to withhold from any remuneration otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan.

#### **6.5 Amendments to the Plan**

The Directors may from time to time, subject to applicable law and to the prior approval, if required, of the Exchange or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Option previously granted to an Optionee under the Plan without the consent of that Optionee.

#### **6.6 Form of Notice**

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

#### **6.7 No Representation or Warranty**

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

#### **6.8 Compliance with Applicable Law**

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

#### **6.9 No Assignment**

No Optionee may assign any of his or her rights under the Plan or any option granted thereunder.

#### **6.10 Rights of Optionees**

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

#### **6.11 Conflict**

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

## **6.12 Governing Law**

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the province of Alberta.

## **6.13 Time of Essence**

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

## **6.14 Entire Agreement**

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

**January 1, 2021**