

**EARLY WARNING REPORT**  
**Form 62-103F1**

**Item 1 – Security and Reporting Issuer**

**1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

This report relates to common shares (“**S2 Shares**”) of S2 Minerals Inc. (the “**Issuer**”) and rights (“**S2 Rights**”) to acquire S2 Shares.

The Issuer’s head office is located at:

141 Adelaide Street West  
Suite 1101  
Toronto, Ontario  
M5H 3L5

**1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

This report is filed in respect of the completion of the spin-out by G2 Goldfield Inc. (“**G2**”) of its Sandy Lake project into the Issuer by a Plan of Arrangement under the *Canada Business Corporations Act* (the “**Arrangement**”) on April 9, 2021 (the “**Effective Date**”).

**Item 2 – Identity of the Acquiror**

**2.1 State the name and address of the acquiror.**

Dan Noone  
141 Adelaide Street West  
Suite 1101  
Toronto, Ontario  
M5H 3L5

**2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

Pursuant to the Arrangement, G2 distributed the S2 Shares it received under the Arrangement to holders (the “**G2 Shareholders**”) of common shares of G2 (the “**G2 Shares**”) on a *pro rata* basis, such that G2 Shareholders received one S2 Share for every ten G2 Shares held as of the Effective Date. The Issuer also issued S2 Rights to the holders (“**S2 Shareholders**”) of the S2 Shares as of the Effective Date (the “**Rights Offering**”).

On February 2, 2021, the Issuer entered into a standby commitment agreement (the “**Standby Commitment Agreement**”) with Patrick Sheridan, the Chairman of G2 and its controlling shareholder, and Mr. Noone, the Chief Executive Officer and a director of G2 (together, the “**Standby Purchasers**”) in connection with Rights Offering. The Standby Purchasers agreed, subject to certain terms and conditions, to exercise their Basic Subscription Privilege (as such term is defined in the Standby Commitment Agreement) in respect of all S2 Rights issued to them under the Arrangement, and, in addition thereto, to acquire any additional S2 Shares available as a result of any

unexercised S2 Rights (the “**Standby Commitment**”), such that the Issuer will, subject to the terms of the Standby Commitment Agreement, be guaranteed to issue S2 Shares in connection with the exercise of S2 Rights for aggregate gross proceeds of approximately \$1.2 million. The Standby Purchasers will receive no compensation for providing the Standby Commitment.

**2.3 State the names of any joint actors.**

Not applicable.

**Item 3 – Interest in Securities of the Reporting Issuer**

**3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror’s security holding percentage in the class of securities.**

As a result of the Arrangement, Mr. Noone acquired ownership and control of 738,230 S2 Shares and 738,230 S2 Rights, entitling him to acquire 738,230 S2 Shares, which represents approximately 5.8% of the issued and outstanding S2 Shares on an undiluted basis and 11.0% on a partially diluted basis. Prior to completion of the Arrangement, Mr. Noone did not beneficially own or control any securities of the Issuer.

If Mr. Noone and all other S2 Shareholders exercise their Basic Subscription Privilege in the Rights Offering, Mr. Noone’s ownership and control of the Issuer will remain at approximately 5.8%. If no other S2 Shareholders, other than the Standby Purchasers, exercise their S2 Rights to acquire S2 Shares, and each of the Standby Purchasers acquires the maximum number of S2 Shares pursuant to the Rights Offering, Mr. Noone will have ownership and control of an aggregate of 5,680,725 S2 Shares following completion of the Rights Offering, representing approximately 22.4% of the issued and outstanding S2 Shares.

**3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.**

See Item 3.1 above.

**3.3 If the transaction involved a securities lending arrangement, state that fact.**

Not applicable.

**3.4 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

See Item 3.1 above.

**3.5 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities referred to in Item 3.4 over which**

- (a) **the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.1 above.

- (b) **the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

**State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.**

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

#### **Item 4 – Consideration Paid**

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

The S2 Shares issued on the Effective Date were distributed pursuant to the Arrangement and no consideration was paid.

Each S2 Right is exercisable into an S2 Share upon payment of \$0.10. If all other S2 Shareholders exercise all S2 Rights issued to them under the Rights Offering, then Mr. Noone's total subscription amount will be \$73,823.00. If no other S2 Shareholders, other

than the Standby Purchasers, exercise their S2 Rights to acquire S2 Shares, and each of the Standby Purchasers acquires the maximum number of S2 Shares pursuant to the Rights Offering, then Mr. Noone's total subscription amount will be \$494,249.50.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Item 4.1 above.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

#### **Item 5 – Purpose of the Transaction**

**State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:**

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer's business or corporate structure;**
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders;**
- (k) an action similar to any of those enumerated above.**

The S2 Shares were acquired pursuant to the Arrangement because Mr. Noone is an S2 Shareholder and will be held for investment purposes. Mr. Noone agreed to provide the Standby

Commitment to ensure the successful completion of the Rights Offering. While Mr. Noone has no current plans or intentions that relate to or would result in the items listed in (a) through (k) above, after completion of the Rights Offering, he may make such determinations in future and may increase or decrease his beneficial ownership of S2 Shares or other securities of the Issuer in accordance with applicable securities legislation.

**Item 6 – Agreements, Arrangements, Commitments or Understandings with Respect to Securities of the Reporting Issuer**

**Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.**

Not applicable.

**Item 7 – Change in Material Fact**

**If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer’s securities.**

Not applicable.

**Item 8 – Exemption**

**If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.**

Not applicable.

**Item 9 – Certification**

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent’s best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

**Certificate**

The certificate must state the following:

I, as the acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date: April 9, 2021

*“Dan Noone”*

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Signature