



**NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS
AND
MANAGEMENT INFORMATION CIRCULAR**

Dated: April 27, 2023

Meeting Details

Date: June 1, 2023
Time: 10:00 a.m. (Vancouver time)
Place: Bentall 5, 550 Burrard Street, Suite 2501,
Vancouver, BC, V6C 2B5

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the annual general meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares of **Reflex Advanced Materials Corp.** (the “**Corporation**”) will be held at 10:00 a.m. (Vancouver Time) on Thursday, June 1, 2023 at Bentall 5, 550 Burrard Street, Suite 2501, Vancouver, B.C., V6C 2B5:

1. To receive the audited financial statements of the Corporation for the financial year ended January 31, 2023, and the auditor’s report thereon;
2. To appoint Smythe LLP, Chartered Professional Accountants, as the Corporation’s auditor for the ensuing year, at a remuneration to be fixed by the Directors;
3. To set the number of Directors for the ensuing year at four (4);
4. To elect Directors to hold office for the ensuing year;
5. To consider and, if thought fit, to approve by ordinary resolution the Corporation’s Equity Incentive Plan, including all unallocated awards thereunder, as set out under the heading “Approval of Equity Incentive Plan” in the accompanying Information Circular;
6. To consider and, if thought fit, to ratify, confirm and approve by ordinary resolution the previous grants of Options and RSUs under the Corporation’s Equity Incentive Plan, as set out under the heading “Ratification, Confirmation and Approval of Previous Equity Incentive Grants” in the accompanying Information Circular; and
7. To transact such other business as may properly be transacted at the Meeting or at any adjournment thereof.

The details of all matters proposed to be put before Shareholders at the Meeting are set forth in the accompanying Information Circular. At the Meeting, Shareholders will be asked to approve each of the foregoing items. The Corporation is not aware of any items of business to be brought before the Meeting other than those noted above and further described in the accompanying Information Circular.

The directors of the Corporation have fixed April 27, 2023 as the record date for the Meeting (the “**Record Date**”). Only Shareholders of record at the close of business on the Record Date are entitled to vote at the Meeting or any adjournment(s) or postponement(s) of the Meeting.

Your vote is important. Management recommends you vote your shares in advance of the meeting to ensure your vote is properly accounted for. Only registered Shareholders and duly appointed proxyholders will be permitted access to the Meeting.

The Information Circular accompanying this Notice of Meeting 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. Also accompanying this Notice of Meeting is a proxy for registered shareholders. You may also be provided a voting instruction form by your Intermediary (as defined below) if you are a non-registered shareholder.

If you are a registered shareholder, whether or not you expect to attend the Meeting or any postponement or adjournment thereof, PLEASE SIGN, DATE AND RETURN THE ENCLOSED PROXY PROMPTLY IN THE ENCLOSED ENVELOPE OR VOTE BY PROXY USING THE TELEPHONE OR INTERNET BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ACCOMPANYING PROXY. Please note that registered shareholders of the Corporation may vote in person at the Meeting and any postponement(s) or any adjournment(s) of the Meeting even if you have previously returned the proxy.

To be effective, a proxy must be received by Odyssey Trust Company not later than 10:00 a.m. (Vancouver time) on May 30, 2023, or in the case of any postponement or adjournment of the Meeting, not less than 48 hours, excluding Saturdays, Sundays and holidays, prior to the time of the postponed or adjourned meeting. **Late proxies may be accepted or rejected by the Chairperson of the Meeting in his or her discretion. The Chairperson is under no obligation to accept or reject any particular late proxy.**

As set out in the notes to the Proxy, the enclosed proxy is solicited by management of the Corporation, but you may amend it, if you so desire, by striking out the names listed therein and inserting in the space provided, the name of the person you wish to represent you at the Meeting.

If you are a non-registered shareholder and receive these materials through your broker, institution, participant, trustee or administrator of a retirement savings plan, retirement income fund, education savings plan or other similar 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 (the “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by the Intermediary. Failure to do so may result in your Common Shares not being eligible to be voted at the Meeting. Note that the deadlines set by your Intermediary for submitting your voting instruction form may be earlier than the dates described above

DATED at Vancouver, British Columbia, this 27th day of April, 2023.

By order of the Board of Directors.

REFLEX ADVANCED MATERIALS CORP.

/s/ “Paul Gorman”

Paul Gorman
CEO and Director



905 West Pender Street
6th Floor
Vancouver, BC
V6C 1L6
416-768-6101

MANAGEMENT INFORMATION CIRCULAR

(containing information as at April 27, 2023 unless otherwise stated)

For the Annual General Meeting to be held on Thursday, June 1, 2023

This Information Circular (this “**Circular**”) is furnished in connection with the solicitation of proxies by the management of Reflex Advanced Materials Corp. (“**Reflex**” or the “**Corporation**”), for use at the annual general meeting (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of the Corporation to be held on **Thursday, June 1, 2023**, at 10:00 a.m. (Vancouver Time) at Bentall 5, 550 Burrard Street, Suite 2501, Vancouver, B.C., V6C 2B5 for the purposes set forth in the accompanying Notice of Meeting and at any adjournment or postponement thereof.

In this Circular, references to the “**Corporation**”, “**we**” and “**our**” refer to Reflex Advanced Materials Corp. and “**Common Shares**” means common shares in the capital of the Corporation. “**Beneficial Shareholders**” means shareholders who do not hold Common Shares in their own name and “**intermediaries**” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

SOLICITATION OF PROXIES

The enclosed instrument of proxy (the “**Proxy**”) is solicited by the management of the Corporation (the “**Management**”). The solicitation will be primarily by mail; however, proxies may be solicited personally or by telephone by officers, directors and employees of the Corporation. The cost of solicitation will be borne by the Corporation.

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the Proxy are representatives of the Corporation.

A Shareholder entitled to vote at the Meeting has the right to appoint a person (who need not be a Shareholder) to attend and act on the Shareholder’s behalf at the Meeting other than the persons named in the accompanying form of proxy as proxyholders. To exercise this right, a Shareholder must insert the name of the Shareholder’s nominee in the blank space provided in the Proxy or complete another suitable form of proxy permitted by law, and in either case send or deliver the completed proxy to Odyssey Trust Company by mail or personal delivery to Odyssey Trust Company, United Kingdom Building, 350 – 409 Granville Street, Vancouver, B.C. V6C 1T2, e-mail to proxy@odysseytrust.com, by fax to Odyssey Trust Company, to the attention of the Proxy Department at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international), or by internet at <https://login.odysseytrust.com/pxlogin> and following the online voting instructions given to you.

VOTING BY PROXYHOLDER

Manner of Voting

A Registered Shareholder completing the enclosed Proxy may indicate the manner in which the persons named in the Proxy (the “**Proxyholders**”) are to vote with respect to any matter. The Common Shares represented by the Proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder given in the Proxy (provided such directions are certain) on any ballot that may be called for and, if the Shareholder specifies a choice

on the Proxy with respect to any matter to be acted upon, the Common Shares will be voted or withheld from voting accordingly. On any poll, the Proxyholders will vote or withhold from voting the Common Shares in respect of which they are appointed in accordance with the direction, if any, given in the Proxy, provided such directions are certain.

Where no choice has been specified by a Shareholder, and the management Proxyholders have been appointed, such Common Shares will be voted in favour of the motions proposed to be made at the Meeting as stated under the headings in this Circular.

The Proxy, when properly signed, confers discretionary authority on the Proxyholder with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may properly be brought before the Meeting. At the time of printing this Circular, Management is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters which are not now known to Management should properly come before the Meeting, the proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the Proxyholder.

If a registered Shareholder wishes to confer a discretionary authority with respect to any matter, then the space should be left blank.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, in favour of the motions proposed to be made at the Meeting as stated under the headings in this Circular.

Revocation of Proxy

A Registered Shareholder (as defined below) who has given a Proxy may revoke it at any time before it is exercised at the Meeting or any adjournment or postponement thereof. If a Registered Shareholder who has given a Proxy attends the Meeting in person at which such Proxy is to be voted, such person may revoke the Proxy and vote in person. In addition to revocation in any other manner permitted by law, a Proxy may be revoked by instrument in writing executed by the Registered Shareholder or by his or her attorney authorized in writing, or, if the Shareholder is a corporation, under its common seal or by a duly authorized officer, and deposited with the Corporation's registrar and transfer agent, Odyssey Trust Company ("**Odyssey**"), Suite 350 – 409 Granville Street, Vancouver, BC V6C 1T2, by mail, or at the Corporation's head office at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement of it, at which the Proxy is to be used, or to the Chair of the Meeting on the day of the Meeting or any adjournment or postponement of it. Upon either of such deposits, the Proxy is revoked. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

If you are a Beneficial Shareholder, please contact your intermediary for instructions on how to revoke your voting instructions.

Voting Thresholds Required for Approval

Voting at the Meeting will be by a show of hands unless a poll is requested or required. Each Shareholder and proxyholder is entitled to one vote for each Common Share held or represented, respectively.

In order to approve a motion proposed at the Meeting, a majority of not less than one-half of the votes cast will be required (an "**Ordinary Resolution**") unless the motion requires a special resolution, in which case a majority of not less than two-thirds of the votes cast will be required. In the event a motion proposed at the Meeting requires disinterested Shareholder approval, Common Shares held by Shareholders of the Corporation who are also "insiders", as such term is defined under applicable securities laws, will be excluded from the count of votes cast on such motion. An Ordinary Resolution is required to pass the resolutions for the matters scheduled to be acted upon at the Meeting.

ADVICE TO REGISTERED SHAREHOLDERS

Shareholders whose names appear on the records of the Corporation as the registered holders of Common Shares (the "**Registered Shareholders**") on the Record Date (as defined below) may choose to vote by proxy whether or not they are able to attend the Meeting in person. If your name appears on your Common Share certificate, you are a Registered Shareholder. Registered Shareholders electing to submit a proxy may do so as follows:

- (i) by e-mail to proxy@odysseytrust.com;

- (ii) by mail or personal delivery to Odyssey Trust Company, United Kingdom Building, 350 – 409 Granville Street, Vancouver, B.C. V6C 1T2;
- (iii) by fax to Odyssey Trust Company, to the attention of the Proxy Department at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international); or
- (iv) by internet <https://login.odysseytrust.com/pxlogin> and following the online voting instructions given to you.

in all cases ensuring that the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or any adjournment or postponement thereof at which the proxy is to be used. The Proxy may be signed by the Shareholder or by his or her attorney in writing, or, if the Registered Shareholder is a corporation, under its common seal or by a duly authorized officer.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Common Shares in their own name.

Beneficial Shareholders should note that only proxies deposited by Registered Shareholders (or as set out in the following disclosure) can be recognized and acted upon at the Meeting.

If Common Shares are listed in an account statement provided to a Shareholder by an intermediary, such as a brokerage firm, then, in almost all cases, those Common Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the name of the Shareholder's intermediary or an agent of that intermediary, and consequently the Shareholder will be a Beneficial Shareholder. In Canada, the vast majority of such Common Shares are registered under the name CDS & Co. (being the registration name for the Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms). The Common Shares held by intermediaries or their agents or nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, an intermediary and its agents are prohibited from voting shares for the intermediary's clients. Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their shares are communicated to the appropriate person. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

Generally, Beneficial Shareholders who have not waived the right to receive proxy-related materials will be given a voting instruction form, which must be completed and signed by the Beneficial Shareholder in accordance with the directions in the voting instruction form. Beneficial Shareholders should follow the instructions of their intermediary carefully in order to ensure that their Common Shares are voted at the Meeting. The proxy supplied by your intermediary will be similar to the Proxy provided to Registered Shareholders by the Company; however, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf.

Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge mails a voting instruction form in lieu of a Proxy provided by the Company. The voting instruction form will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Shareholder) other than any of the persons designated in the voting instruction form, to represent your Common Shares at the Meeting, and that person may be you.

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purpose of voting Common Shares registered in the name of their intermediary, a Beneficial Shareholder may attend the Meeting as a Proxyholder for a Registered Shareholder and vote their Common Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their shares as Proxyholder for a Registered Shareholder should contact their intermediary well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Common Shares as a Proxyholder. In general, to exercise this right, insert your name (or, if you want to nominate someone else, the name of the desired representative) in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any Beneficial Shareholder's representative.

If you receive a voting instruction form from Broadridge, the voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities that they own (“**OBOs**” for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (“**NOBOs**” for Non-Objecting Beneficial Owners).

Non-Objecting Beneficial Owners

Pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), issuers can obtain a list of their NOBOs from intermediaries for distribution of proxy-related materials directly to NOBOs. This year, the Corporation will not be sending proxy-related materials directly to its NOBOs.

Objecting Beneficial Owners

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their shares are voted at the Meeting. Management of the Company does not intend to pay for intermediaries to forward the proxy-related materials, including this Circular, and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to OBOs under NI 54-101. As a result, OBOs will not receive the proxy related materials, including this Circular, unless the OBOs intermediary assumes the cost of delivery.

NOTICE-AND-ACCESS

The Corporation is not using “notice and access”, as defined in National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) and is sending physical copies of the Meeting materials to Registered Shareholders in accordance with NI 54-101.

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

Except as set out herein with respect to the approval the equity incentive plan of the Corporation (the “**Equity Incentive Plan**”), and with respect to the ratification, confirmation and approval of the previous grants of options and restricted share units under the Equity Incentive Plan, no person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation’s last financial year, no proposed nominee of management of the Corporation for election as a director of the Corporation and, no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of Directors or the appointment of auditors. See “*Particulars of Other Matters to be Acted Upon – Approval Equity Incentive Plan*” for further information.

RECORD DATE, QUORUM, VOTING SHARES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

A Shareholder of record at the close of business on April 27, 2023 (the “**Record Date**”) who either personally attends the Meeting or who has completed and delivered a Proxy in the manner and subject to the provisions described above, shall be entitled to vote or to have such Shareholder’s Common Shares voted at the Meeting, or any adjournment or postponement thereof.

Under the Corporation’s Articles, the quorum for the transaction of business at the Meeting consists of at least two persons who are, or represent by proxy, Shareholders who in the aggregate hold at least 5% of the issued Common Shares entitled to be voted at the Meeting.

The Corporation is authorized to issue an unlimited number of Common Shares. As at the Record Date, the Corporation has 42,368,812 Common Shares issued and outstanding, each Common Share carrying the right to one vote. The Company has no other classes of voting securities.

Principal Holders of Voting Securities

To the best of the knowledge of the directors and senior officers of the Corporation, as of the date of this Circular, no person or corporation beneficially owns, or controls or directs, directly or indirectly, 10% or more of the issued and outstanding Common Shares of the Corporation.

EXECUTIVE COMPENSATION DISCUSSION AND ANALYSIS

Named Executive Officers

The following describes and explains the significant elements of the Corporation's senior management compensation program.

For the purpose of this compensation discussion and analysis, a "CEO" or "CFO" means each individual who served as Chief Executive Officer or Chief Financial Officer, respectively, of the Corporation or acted in a similar capacity during the most recently completed financial year. A "Named Executive Officer" or "NEO" means each CEO, each CFO, the Corporation's most highly compensated executive officer, other than the CEO and CFO, who was serving as an executive officer at the end of the most recently completed financial year and whose total compensation was more than \$150,000, and any additional individuals who would be a Named Executive Officer but for the fact that the individual was not an executive officer of the Corporation, and was not acting in a similar capacity, at the end of the financial year.

For the year ended January 31, 2023, the NEOs of the Corporation were: Paul Gorman (CEO), Tasheel Jeerh (CFO), David Bowen (former CEO) and Ranbir Sall (former CFO).

Objectives of Compensation Program

The Corporation's senior management compensation program is designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining talented, qualified and effective executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) aligning their interests with those of the Shareholders.

Elements of Executive Compensation

In compensating its senior management, the Corporation employs a combination of consulting fees (in the form of base compensation and bonus compensation) and equity-based incentive awards. The Board does not employ a prescribed methodology when determining the grant or allocation of equity incentives or the payment of base compensation or bonus compensation to NEOs.

Base Compensation

The board of directors of the Corporation (the "Board" or the "Board of Directors") views paying compensation that is competitive in the markets in which the Corporation operates is a first step to attracting and retaining talented, qualified and effective executives. The NEOs are remunerated in order to ensure that the compensation package offered by the Corporation is in line with that offered by other companies in our industry, and as an immediate means of rewarding the NEO for efforts expended on behalf of the Corporation.

The compensation to be paid to a particular NEO is determined by gathering competitive information on comparable companies within the industry from a variety of sources, taking into account the expected nature and quantity of duties and responsibilities, past performance and the availability of financial resources of the Corporation. The Corporation does not engage in formal benchmarking, and no formal peer group is used to determine compensation. Payment of cash compensation fits within the objectives of the compensation program since it rewards each NEO for performance of his duties and responsibilities.

Compensation for the CEO and CFO is approved by the Board. Base compensation is determined taking into account the base salaries paid by the Corporation's peers.

Bonus Compensation

The Corporation may, from time to time, issue bonus awards to its executives based on performance goals. Bonus compensation is awarded at the discretion of the Board and the Board considers performance of the individual and the Corporation, competitive factors and other matters in awarding bonuses. The Corporation's objective is to achieve certain strategic objectives and milestones. The Board will consider executive cash and share-based bonus compensation dependent upon the Corporation meeting the Corporation's strategic objectives and milestones and (in the case of cash) sufficient cash resources being available.

Equity-Based Incentive Awards

Equity-based incentive awards take the form of:

- (a) stock options ("**Options**") granted under the Equity Incentive Plan;
- (b) restricted share units ("**RSUs**") granted under the Equity Incentive Plan, including RSUs designated to be Performance Share Units ("**PSUs**"); and
- (c) deferred share units ("**DSUs**") granted under the Equity Incentive Plan.

The Corporation provides equity-based incentive awards to motivate NEOs by providing them with the opportunity, through grants of Options, RSUs, PSUs and DSUs, to acquire an interest in the Corporation and benefit from the Corporation's growth. Under the Equity Incentive Plan, "Eligible Directors" (as defined in the Equity Incentive Plan) can opt to have their respective director's fees, or a portion thereof, paid in DSUs rather than cash, which DSUs will vest into Common Shares upon their resignation.

Such equity-based incentive awards are considered when reviewing senior management compensation packages as a whole, and are subject to the same considerations as the determination of an NEO's base salary. Previous grants are also taken into account when considering new grants.

Performance Goals

The Corporation has not adopted formal performance criteria or goals for the NEOs. When evaluating the performance of NEOs for the purposes of awarding bonus compensation or determining the vesting of equity-based incentive awards, the Corporation will consider a variety of criteria appropriate for an early-stage exploration company including, but not limited to: successful completion of work programs on the Corporation's properties, establishment of mineral resources or reserves on the Corporation's properties, and other business criteria related to the Corporation's objectives and milestones. Business criteria may be measured on an absolute basis or on a relative basis (i.e., performance relative to peer companies).

Consideration of Risks Associated with Compensation Policies and Practices

The Board is responsible, together with Management, for reviewing and identifying what are perceived to be the principal risks to Reflex. These risks include but are not limited to those arising from the Corporation's compensation policies and practices, such as the risk that an executive officer or other employee is incentivized to take inappropriate or excessive risks, and other risks that may arise from the Corporation's compensation policies and practices. The Board undertakes this review with Management on at least an annual basis, and ensures that the Board adequately considers risks arising from the Corporation's compensation policies and practices when determining the compensation of executive officers. The Corporation is of the view that its compensation programs do not incentivize its executives to take undue risks because executives receive a mix of compensation elements with a significant portion of compensation in the form of long-term equity-based awards, which are intended to encourage executives to pursue sustainable growth and value creation over a multi-year period.

External Management Companies

None of the NEOs or directors of the Corporation have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Corporation to provide executive management services to the Corporation, directly or indirectly.

Compensation Governance

At present, the Board as a whole determines the compensation of the CEO and CFO and does so with reference to industry standards, the financial situation of the Corporation, the expected nature and quantity of duties and responsibilities, past performance and the contractual requirements of the agreements between the Corporation and the CEO and CFO.

The Board has the sole responsibility for determining the compensation of the directors of the Corporation, and does so with reference to industry standards, the financial situation of the Corporation and the demands placed on directors of the Corporation. In the Board's view, there is and has been, no need for the Corporation to design or implement a formal compensation program for directors to date.

The Board reviews the compensation of the CEO, CFO and the Board periodically as necessary or required, in light of changing circumstances of the Corporation, changing market conditions and the requirements of the contracts between the Corporation and the CEO or CFO. Given the Corporation's size, limited operating history and lack of revenues, the Board does not presently plan to form a compensation committee to monitor and review the salary and benefits of the executive officers of the Corporation. The Board will carry out these functions until such time as it deems the formation of a compensation committee is warranted.

SUMMARY COMPENSATION TABLE

The following table sets forth the compensation earned by the directors and Named Executive Officers for each of the two most recently completed financial years, excluding stock options and other compensation securities.

Name and Position(s)	Year ⁽¹⁾	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of All Other Compensation (\$)	Total Compensation (\$)
Paul Gorman ⁽²⁾ CEO & Director	2023	102,500	–	–	–	–	102,500
	2022	–	–	–	–	–	–
Tasheel Jeerh ⁽³⁾ CFO & Corporate Secretary	2023	19,500	–	–	–	–	19,500
	2022	–	–	–	–	–	–
Ranbir Sall ⁽⁴⁾ Former CFO & Corporate Secretary	2023	23,000	–	–	–	–	23,000
	2022	9,000	–	–	–	–	9,000
Dave Bowen ⁽⁵⁾ Director & Former CEO	2023	28,000	–	–	–	–	28,000
	2022	4,000	–	–	–	–	4,000
Alex Pleson ⁽⁶⁾ Director	2023	–	–	–	–	–	–
	2022	–	–	–	–	–	–
Michael Meyers ⁽⁷⁾ Director	2023	\$9,000	–	–	–	–	\$9,000
	2022	–	–	–	–	–	–
Nelson Lamb ⁽⁸⁾ Former Director	2023	–	–	–	–	–	–
	2022	–	–	–	–	–	–

Notes:

- (1) The information provided in the table above for the financial year ended January 31, 2022 is shown for the period from incorporation on June 10, 2021 to January 31, 2022.
- (2) Paul Gorman was appointed a director of the Corporation on September 8, 2022 and CEO on October 4, 2022. Mr. Gorman did not receive any compensation for his role as a director. In connection with the services associated with serving as CEO, Mr. Gorman receives a consulting fee of \$12,500 per month indirectly through 2764363 Ontario Inc. pursuant to the Gorman Agreement. See "*Termination and Change of Control Benefits - Employment, Consulting and Management Agreements*".
- (3) Tasheel Jeerh was appointed CFO and Corporate Secretary on November 1, 2022. In connection with the services associated with serving as CFO, Mr. Jeerh receives a consulting fee of \$6,500 per month indirectly through Jeerh Advisory Inc. pursuant

to the Jeerh Agreement. See “*Termination and Change of Control Benefits - Employment, Consulting and Management Agreements*”.

- (4) Ranbir Sall was appointed as the CFO and Corporate Secretary on June 11, 2021, and April 14, 2022, respectively, and resigned from the role of CFO and Corporate Secretary on November 1, 2022.
- (5) David Bowen was appointed as CEO on February 1, 2022 and was elected as a director of the Corporation on June 10, 2021. David Bowen resigned as CEO on October 7, 2022. Mr. Bowen did not receive any compensation for his role as a director.
- (6) Alex Pleson was appointed as a director of the Corporation on September 21, 2021.
- (7) Michael Meyers was appointed as a director of the Corporation on March 29, 2022. Mr. Meyers received an aggregate of \$9,000 in director fees for the financial year ended January 31, 2023. See “*Termination and Change of Control Benefits - Employment, Consulting and Management Agreements*”.
- (8) Nelson Lamb was appointed as a director of the Corporation on November 29, 2021 and resigned as a director of the Corporation on September 8, 2022.

Outstanding Options, RSUs and DSUs

As at the date of this Circular, there are 900,000 Options, 2,975,000 RSUs and nil DSUs outstanding under the Equity Incentive Plan (collectively representing 9.15% of the outstanding Common Shares as of the date of this Circular), of which 700,000 Options and 300,000 RSUs are held directly or indirectly by the current NEOs and/or Directors of the Corporation.

The Equity Incentive Plan, and the prior grant of Options and RSUs thereunder, has yet to be approved by Shareholders. Shareholders will be asked at the Meeting to approve the Equity Incentive Plan, and to ratify, confirm and approve the prior grant of Options and RSUs thereunder, see “*Particulars of Matters to Be Acted Upon - Approval of Equity Incentive Plan*” and “*Particulars of Matters to Be Acted Upon - Ratification, Confirmation and Approval of Previous Equity Incentive Grants*”. In the event that the Equity Incentive Plan, or the prior grant of Options and RSUs thereunder, is not approved at the Meeting, these awards will be cancelled promptly following the Meeting.

INCENTIVE PLAN AWARDS

Outstanding Option-Based Awards and other Compensation Securities

The following table sets forth all compensation securities granted or issued during the year ended January 31, 2023 to each director and Named Executive Officer.

Name and Position(s)	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class ⁽¹⁰⁾	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on the Date of Grant (\$)	Closing Price of Security or Underlying Security at Year End (\$)	Expiry Date
Paul Gorman ⁽¹⁾ CEO & Director	Option ⁽⁸⁾	250,000 (23.81%)	11/20/2022	\$0.43	\$0.43	\$0.80	11/20/2027
	RSU ⁽⁹⁾	250,000 (8.93%)	11/20/2022	N/A	\$0.43	\$0.80	N/A
Tasheel Jeerh ⁽²⁾ CFO & Corporate Secretary	Option ⁽⁸⁾	150,000 (14.29%)	11/20/2022	\$0.43	\$0.43	\$0.80	11/20/2027
	RSU ⁽⁹⁾	50,000 (1.79%)	11/20/2022	N/A	\$0.43	\$0.80	N/A
Ranbir Sall ⁽³⁾ Former CFO & Corporate Secretary	-	-	-	-	-	-	-
David Bowen ⁽⁴⁾ Director & Former CEO	Option ⁽⁸⁾	150,000 (14.29%)	11/20/2022	\$0.43	\$0.43	\$0.80	11/20/2027
Alex Pleson ⁽⁵⁾ Director	Option ⁽⁸⁾	150,000 (14.29%)	11/20/2022	\$0.43	\$0.43	\$0.80	11/20/2027
Michael Meyers ⁽⁶⁾ Director	Option ⁽⁸⁾	150,000 (14.29%)	11/20/2022	\$0.43	\$0.43	\$0.80	11/20/2027
Nelson Lamb ⁽⁷⁾ Former Director	-	-	-	-	-	-	-

Notes:

- (1) Paul Gorman was appointed a director of the Corporation on September 8, 2022 and CEO on October 4, 2022. On January 31, 2023, Paul Gorman held 250,000 Options and 250,000 RSUs.
- (2) Tasheel Jeerh was appointed CFO and Corporate Secretary on November 1, 2022. On January 31, 2023, Tasheel Jeerh held 150,000 Options and 50,000 RSUs.
- (3) Ranbir Sall was appointed as the CFO and Corporate Secretary on June 11, 2021, and April 14, 2022, respectively, and resigned from the role of CFO and Corporate Secretary on November 1, 2022. On January 31, 2023, Ranbir Sall held nil Options and nil RSUs.
- (4) David Bowen was appointed as CEO on February 1, 2022 and was elected as a director of the Corporation on June 10, 2021. David Bowen resigned as CEO on October 7, 2022. On January 31, 2023, David Bowen held 150,000 Options and nil RSUs.
- (5) Alex Pleson was appointed as a director of the Corporation on September 21, 2021. On January 31, 2023, Alex Pleson held 150,000 Options and nil RSUs.
- (6) Michael Meyers was appointed as a director of the Corporation on March 29, 2022. On January 31, 2023, Michael Meyers held 150,000 Options and nil RSUs.
- (7) Nelson Lamb was appointed as a director of the Corporation on November 29, 2021 and resigned as a director of the Corporation on September 8, 2022. On January 31, 2023, Nelson Lamb held nil Options and nil RSUs.
- (8) The Options vest, subject to the Corporation obtaining Shareholder approval for the Equity Incentive Plan and the prior grants of Options and RSUs thereunder, in four equal installments over a two year period, with one-quarter of the Options vesting six months after the date of grant and an additional one-quarter vesting each six months thereafter.
- (9) The RSUs vest, subject to the Corporation receiving Shareholder approval for the Equity Incentive Plan and the prior grants of Options and RSUs thereunder, in four equal installments over a two year period, with one-quarter of the Options vesting six months from the date of grant and an additional one-quarter vesting each six months thereafter.
- (10) Percentages based on 1,050,000 Options and 2,800,000 RSUs outstanding as of January 31, 2023.

The Equity Incentive Plan, and the prior grants of Options and RSUs thereunder, has yet to be approved by Shareholders. Shareholders will be asked at the Meeting to approve the Equity Incentive Plan, and to ratify, confirm and approve the prior grant of Options and RSUs thereunder, see “*Particulars of Matters to Be Acted Upon - Approval of Equity Incentive Plan*” and “*Particulars of Matters to Be Acted Upon - Ratification, Confirmation and Approval of Previous Equity Incentive Grants*”. The vesting of all Options and RSUs granted pursuant to the Equity Incentive Plan is conditional upon the Equity Incentive Plan, and the prior grants of Options and RSUs thereunder, being approved by Shareholders at the Meeting. In the event that the Equity Incentive Plan, or the prior grant of Options and RSUs thereunder, is not approved at the Meeting, these awards will be cancelled promptly following the Meeting.

Exercise of Compensation Securities

None of the NEOs or directors of the Corporation exercised any compensation securities during the most recently completed financial year.

PENSION PLAN BENEFITS

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Corporation and none are proposed at this time.

TERMINATION AND CHANGE OF CONTROL BENEFITS

Employment, Consulting and Management Agreements

Management functions of the Corporation are not, to any substantial degree, performed other than by directors or NEOs of the Corporation. There are no agreements or arrangements that provide for compensation to NEOs or directors of the Corporation, or that provide for payments to a NEO or director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in the Corporation or a change in the NEO or director's responsibilities, other than: (i) the consulting agreement among the Corporation, Paul Gorman and 2764363 Ontario Inc. dated October 4, 2022 (the "**Gorman Agreement**"); (ii) the consulting agreement among the Corporation, Tasheel Jeerh and Jeerh Advisory Inc. dated November 1, 2022 (the "**Jeerh Agreement**"); and (iii) the consulting agreement between the Corporation and Michael Meyers dated September 8, 2022 (the "**Meyers Agreement**").

Paul Gorman, CEO & Director

The Gorman Agreement is a standard form executive consulting agreement whereby Paul Gorman (through 2764363 Ontario Inc.) agrees to provide the Corporation with the services associated with serving as the Chief Executive Officer of the Corporation, and as compensation receives \$12,500 per month of services rendered (plus applicable taxes). Mr. Gorman is also eligible for the reimbursement of all reasonable expenses associated with Mr. Gorman's performance of his duties. Pursuant to the Gorman Agreement, Mr. Gorman received a cash signing bonus of \$22,500 (plus applicable taxes) in connection with his entrance into the Gorman Agreement and received an inducement grant of 250,000 Options. For further details on this Option grant, please see "*Executive Compensation Discussion and Analysis – Incentive Plan Awards*" above.

The Gorman Agreement has an indefinite term, until it is terminated in accordance with the terms of the Gorman Agreement. Mr. Gorman may terminate the Gorman Agreement at any time on ninety (90) days' written notice to the Corporation, or immediately by notice to the Corporation in writing following a breach of the Gorman Agreement by the Corporation which the Corporation has not remedied within ten (10) days' notice of such breach from Mr. Gorman. The Corporation may terminate the Gorman Agreement at any time on written notice to Mr. Gorman. In the event that the Corporation terminates the Gorman Agreement without "cause for termination", as that term is defined below, the Corporation shall be required to pay Mr. Gorman the following amounts:

- (a) if the notice of termination is delivered within the first year of the Gorman Agreement, \$75,000;
- (b) if the notice of termination is delivered after the date that is 12 months following the date of the Gorman Agreement and before the date that is 15 months following the date of the Gorman Agreement, \$93,750;
- (c) if the notice of termination is delivered after the date that is 15 months following the date of the Gorman Agreement and before the date that is 18 months following the date of the Gorman Agreement, \$112,500;
- (d) if the notice of termination is delivered after the date that is 18 months following the date of the Gorman Agreement and before the date that is 21 months following the date of the Gorman Agreement, \$131,250; and
- (e) if the notice of termination is delivered at any time following the date that is 21 months following the date of the Gorman Agreement, \$150,000.

In addition, upon termination of the Gorman Agreement for any reason, Mr. Gorman shall be entitled to accrued but unpaid fees owing under the Gorman Agreement up to the date of termination.

The Gorman Agreement defines “cause for termination” as follows:

- (a) the failure by Mr. Gorman to perform, observe or comply with any term, condition or obligation required under the Gorman Agreement if such failure has continued for a period of ten (10) days after written notice of such failure has been given by the Corporation;
- (b) the engaging by Mr. Gorman in any act that is injurious to the Corporation, monetarily or otherwise;
- (c) the engaging by Mr. Gorman in any criminal act of dishonesty resulting or intended to result directly or indirectly in the personal gain of Mr. Gorman at the Corporation’s expense;
- (d) the engaging by Mr. Gorman in any act whereby Mr. Gorman makes any personal profit arising out of or in connection with a transaction to which the Corporation is a party or with which it is associated without making disclosure to and obtaining the prior written consent of the Corporation;
- (e) a breach by Mr. Gorman of the confidentiality provisions included in the Gorman Agreement at any time; or
- (f) such other cause for termination recognized by law.

The Gorman Agreement contains a standard term with respect to the non-disclosure of the Corporation’s confidential information and the protection of the Corporation’s intellectual property. The Gorman Agreement also contains a non-solicitation provision which prohibits the solicitation by Mr. Gorman of any employee or consultant of the Corporation (or its affiliated and related companies) to leave the employ of, or engagement by, the Corporation (or its affiliated or related companies) or to become employed by any person other than the Corporation (and its affiliated and related companies) for the term of the Gorman Agreement and for twelve (12) months following the termination of the Gorman Agreement.

Tasheel Jeerh, CFO & Corporate Secretary

The Jeerh Agreement is a standard form executive consulting agreement whereby Tasheel Jeerh (through Jeerh Advisory Inc.) agrees to provide the Corporation with the services associated with serving as the Chief Financial Officer of the Corporation, and as compensation receives \$6,500 per month of services rendered (plus applicable taxes). Mr. Jeerh is also eligible for equity-based incentive grants from the Corporation pursuant to the Equity Incentive Plan and for annual bonuses awarded at the discretion of the Board. For further details on the equity incentive grants made to Mr. Jeerh, please see “*Executive Compensation Discussion and Analysis – Incentive Plan Awards*” above.

The Jeerh Agreement has a term of three years, unless earlier terminated, and may be extended by mutual agreement. The Jeerh agreement may be terminated by the Corporation for cause, upon written notice to Mr. Jeerh, if (a) Mr. Jeerh materially breaches the Jeerh Agreement and such breach is incapable of being cured or is not cured within ten (10) days after receipt of written notice of such breach or (b) Mr. Jeerh or Jeerh Advisory Inc. becomes bankrupt or insolvent. In addition, the Jeerh Agreement may be terminated by the Corporation for convenience by paying \$39,000 to Mr. Jeerh. The Jeerh Agreement may be terminated by Mr. Jeerh for cause, upon written notice to the Corporation, if (a) the Corporation materially breaches the Jeerh Agreement and such breach is incapable of being cured or is not cured within ten (10) days after receipt of written notice of such breach or (b) the Corporation becomes bankrupt or insolvent. Upon termination for any reason, Mr. Jeerh shall be entitled to any accrued but unpaid fees payable pursuant to the Jeerh Agreement up to the termination date.

The Jeerh Agreement contains a standard term with respect to the non-disclosure of the Corporation’s confidential information and the protection of the Corporation’s intellectual property. The Jeerh Agreement also contains a non-solicitation provision which prohibits (a) the solicitation by Mr. Jeerh of any contractual counterparties or potential contractual counterparties of the Corporation if that solicitation is intended or calculated to obtain the custom, business or trade of that counterparty or potential counterparty for a business that competes with the Corporation in Canada, (b) the inducement of any contractual counterparties or potential contractual counterparties of the Corporation to reduce or curtail its business with the Corporation or to terminate its relationship with the Corporation, (c) the inducement of any employee or contractor to leave the employment or engagement of the Corporation and (d) the

hiring or other solicitation of any employee or contractor of the Corporation, in each case for the term of the Jeerh Agreement and for twelve (12) months following the termination of the Jeerh Agreement. The Jeerh Agreement also contains a non-competition provision which prohibits Mr. Jeerh from directly or indirectly being engaged in, concerned with or interested in any company or business entity that is engaged in a business competitive with the Corporation without the consent of the Corporation for the duration of the Jeerh Agreement and for a period of six (6) months' thereafter; provided that ownership of less than 1% of a publicly traded company shall not be considered to be competing with the Corporation.

Michael Meyers, Director

The Meyers Agreement is a standard form consulting agreement whereby Michael Meyers agrees to provide the Corporation with the services associated with serving as a director of the Corporation, and as compensation receives \$3,000 per month of services rendered (plus applicable taxes).

The Meyers Agreement has an indefinite term, until it is terminated in accordance with the terms of the Meyers Agreement. The Meyers Agreement may be terminated by the Corporation or Mr. Meyers for convenience by providing thirty (30) days' written notice to the other. Upon termination of the Meyers Agreement, Mr. Meyers shall be entitled to any accrued but unpaid fees payable pursuant to the Meyers Agreement up to the termination date.

The Meyers Agreement contains a standard term with respect to the non-disclosure of the Corporation's confidential information. The Meyers Agreement also contains a non-solicitation provision which prohibits (a) the solicitation by Mr. Meyers of any contractual counterparties or potential contractual counterparties of the Corporation if that solicitation is intended or calculated to obtain the custom, business or trade of that counterparty or potential counterparty for a business that competes with the Corporation in Canada, (b) the inducement of any contractual counterparties or potential contractual counterparties of the Corporation to reduce or curtail its business with the Corporation or to terminate its relationship with the Corporation, (c) the inducement of any employee or contractor to leave the employment or engagement of the Corporation and (d) the hiring or other solicitation of any employee or contractor of the Corporation, in each case for the term of the Meyers Agreement and for twelve (12) months following the termination of the Meyers Agreement.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

The following table sets forth aggregated information as at January 31, 2023 with respect to the compensation plan of the Corporation under which equity securities of the Corporation are authorized for issuance. Pursuant to the Equity Incentive Plan, the maximum aggregate number of Common Shares which may be subject to Options, RSUs, PSUs and DSUs is 20% of the Common Shares outstanding from time to time. For a summary of the material terms of the Equity Incentive Plan of the Corporation, please see "*Particulars of Matters to be Acted Upon - Approval of Equity Incentive Plan*".

Equity Compensation Plan Information

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans Excluding Securities Reflected in Column (a)
	(a)	(b)	(c)
Equity compensation plans approved by securityholders ⁽¹⁾	Nil	Nil	Nil
Equity compensation plans not approved by securityholders	3,850,000	\$0.43	4,532,412 ⁽²⁾
TOTAL	3,850,000	\$0.43	4,532,412⁽²⁾

Notes:

- (1) The Equity Incentive Plan was approved by the Board on November 20, 2022 but has not yet been approved by the Shareholders (nor has the prior grant of Options and RSUs been approved by Shareholders). Shareholders will be asked at the Meeting to approve the Equity Incentive Plan, and to ratify, confirm and approve the prior grant of Options and RSUs thereunder, see "*Particulars of Matters to Be Acted Upon - Approval of Equity Incentive Plan*" and "*Particulars of Matters to Be Acted Upon - Ratification, Confirmation and Approval of Previous Equity Incentive Grants*". In the event that the Equity

Incentive Plan, or the prior grant of Options and RSUs thereunder, is not approved at the Meeting, these awards will be cancelled promptly following the Meeting.

- (2) Based on 41,662,062 Common Shares issued and outstanding as at January 31, 2023.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date hereof, none of:

- (a) the individuals who are or were, a director, executive officer or employee of the Corporation;
- (b) the proposed nominees for election as a director of the Corporation; or
- (c) any associates of the foregoing persons,

is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Corporation or any subsidiary of the Corporation, or is a person whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any subsidiary of the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For purposes of the following discussion, “Informed Person” means:

- (a) a Director or Executive Officer;
- (b) a director or executive officer of a person or company that is itself an Informed Person or a Subsidiary of the Corporation;
- (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Corporation or who exercises control or direction over voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation, other than the voting securities held by the person or Corporation as underwriter in the course of a distribution; and
- (d) the Corporation itself if it has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

Except as disclosed below, elsewhere herein or in the Notes to the Corporation’s financial statements for the financial year ended January 31, 2023 none of

- (a) the Informed Persons of the Corporation;
- (b) the proposed nominees for election as a Director; or
- (c) 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 a proposed transaction which has materially affected or would materially affect the Corporation or any subsidiary of the Corporation.

MANAGEMENT CONTRACTS

The Corporation is not a party to a management contract whereby management functions are to any substantial degree performed other than by the directors or executive officers of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

Presentation of Financial Statements

The audited financial statements of the Corporation for the financial year ended January 31, 2023, together with the auditor's report of the corporation (the "**Financial Statements**"), will be presented to Shareholders at the Meeting, but no Shareholder vote is required in connection with these documents.

The Financial Statements together with the management discussion and analysis for the financial year ended January 31, 2023, will be filed on SEDAR at www.sedar.com prior to the Meeting and are available upon request from the Corporation.

Appointment and Remuneration of Auditor

Smythe LLP, Chartered Professional Accountants, ("**Smythe**") is the auditor of the Corporation. Shareholders will be asked to approve the re-appointment of Smythe as the auditor of the Corporation to hold office until the next annual general meeting of the Shareholders at remuneration to be fixed by the Board of Directors.

Management is recommending the re-appointment of Smythe as auditor, to hold office until the next annual general meeting of the Shareholders at a remuneration to be fixed by the Board of Directors. In the absence of instructions to the contrary, the management Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR appointing Smythe as the Corporation's independent auditor for the ensuing year, at remuneration to be fixed by the directors.

Fixing the Number of Directors

At the Meeting, Shareholders will be asked to approve an ordinary resolution to set the number of directors elected for the ensuing year at four (4), subject to such increases as may be permitted by the Articles of the Corporation and the provisions of the *Business Corporations Act* (British Columbia) ("**BCBCA**").

Management recommends voting "FOR", and the persons named in the accompanying form of proxy intend to vote in favour of, fixing the number of Directors at four (4) for the ensuing year. Although Management proposes that the number of Directors be fixed at four (4), and is nominating four (4) individuals to stand for election, the names of further nominees for Directors may come from the floor at the Meeting. **In the absence of instructions to the contrary, the management Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR fixing the number of Directors at four (4) for the ensuing year.**

Election of Directors

Each Director of the Corporation is elected annually and holds office until the next annual general meeting of Shareholders or until his successor is duly elected, unless his office is earlier vacated in accordance with the Articles of the Corporation or the BCBCA.

At the Meeting, we will ask Shareholders to vote for the election of the four (4) Director nominees proposed by management. Each Shareholder will be entitled to cast their votes for or withhold their votes from the election of each director nominee.

We recommend a vote "FOR" the election of each of the director nominees.

In the absence of instructions to the contrary, the management Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR the nominees herein listed. Management does not contemplate that any of the nominees will be unable to serve as a Director.

Information Concerning Nominees Submitted by Management

The following table sets out the names of the persons proposed to be nominated by Management for election as a Director, the province or state and country in which he is ordinarily resident, the positions and offices which each presently holds with the Corporation, the period of time for which he has been a director of the Corporation, the respective principal occupations or employment during the past five years if such nominee is not presently an elected director and the number of shares of the Corporation which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Circular. Each of the nominees are currently directors of the Corporation.

Name	Position(s) Presently Held	Principal occupation	Director Since	Number and Percentage of Common Shares⁽²⁾
David Bowen Delta, BC	Director	Mr. Bowen is a self-employed corporate finance consultant. From February 2018 to October 2019, he served as a research analyst with Capstone Asset Management and from July 2020 to November 2021, he served as a director for Traction Uranium Corp. With over 20 years of investment experience, Mr. Bowen has held roles as an Investment Advisor, Portfolio Manager, Quant Trader and programmer of related financial applications.	June 10, 2021	110,010 (0.26%)
Alex Pleson ⁽¹⁾ Nipigon, ON	Director	Alex Pleson has been involved in the mining and exploration industry since 2005. He is currently Manager and Director of Geology for Pleson Geoscience, his own applied geoscience firm with services in exploration and GIS consulting.	September 21, 2021	200,000 (0.47%)
Michael Elliot Meyers ⁽¹⁾ North Vancouver, BC	Director	Mr. Meyers is a Professional Engineer (P.Eng) with ten years of experience in mining engineering and operations around the world. Mr. Meyers has been employed by B2Gold Corporation since 2018, currently in the role of Senior Mine Engineer. Prior to his role with B2Gold, Mr. Meyers held various engineering positions with Kinross Gold Corporation at multiple operations	March 29, 2022	100,000 (0.24%)

<u>Name</u>	<u>Position(s) Presently Held</u>	<u>Principal occupation</u>	<u>Director Since</u>	<u>Number and Percentage of Common Shares⁽²⁾</u>
Paul Gorman ⁽¹⁾ Oakville, ON	CEO & Director	Mr. Gorman is a resource sector-focused corporate specialist with over 25 years of experience in junior mining finance, public listings, viability assessment, and the operational rationalization of several emerging-growth public companies. For 18 years, he served as President and Managing Partner of Riverbank Capital by working with small-cap companies to assist in financing, property and profile development. Paul was instrumental in raising capital in excess of \$85 million, and in developing plans for ongoing sustainable business growth. He was instrumental in revitalizing the junior graphite space in North America in 2008 by funding Industrial Minerals Inc, which became Northern Graphite (TSX V: NGC) and assisting four other graphite companies in an advisory role. Paul founded Mega Graphite Inc. in 2009 and has served as chief executive for three other companies	September 8, 2022	990,090 (2.34%)

Notes:

- (1) Member of Audit Committee.
- (2) Includes Common Shares beneficially owned or over which control or direction, directly or indirectly, is exercised by the individual. Percentages based on 42,368,812 Common Shares issued and outstanding as of the date of this Circular.

The information as to residence, principal occupation and number of Common Shares beneficially owned, or controlled or directed, directly or indirectly, by the nominee director and his or her associates and affiliates, not being within the knowledge of the Corporation, has been furnished by the respective nominees.

The Corporation does not currently have any committees of its Board other than the Audit Committee.

Cease Trade Orders, Corporate and Personal Bankruptcies, Penalties and Sanctions

For purposes of the disclosure in this section, an “order” means a cease trade order, an order similar to a cease trade order, or an order that denied the relevant corporation access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days; and for purposes of item (a)(i) below, specifically includes a management cease trade order which applies to directors or executive officers of a relevant corporation that was in effect for a period of more than 30 consecutive days whether or not the proposed director was named in the order.

To the best of management’s knowledge, except as set forth below, none of the proposed directors, including any personal holding Corporation of a proposed director:

- (a) is, as at the date of this Circular, or has been, within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any corporation (including the Corporation) that:

- (i) was subject to an order that was issued while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer of the corporation; or
- (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer but which resulted from an event that occurred while that person was acting in the capacity as a director, chief executive officer or chief financial officer of the corporation; or
- (b) is, as at the date of this Circular, or has been, within the 10 years before the date of this Circular, a director or executive officer of any corporation (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets;
- (c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or 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 proposed director;
- (d) has 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
- (e) has 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.

Approval of Equity Incentive Plan

At the Meeting, Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution (the “**Equity Incentive Plan Resolution**”) approving the Equity Incentive Plan in the form set out as Schedule “A” hereto.

Background & Purpose

On November 20, 2022, the Board passed a resolution to adopt the Equity Incentive Plan, subject to, and effective upon, the approval of Shareholders. Provided that the Equity Incentive Plan is approved by the Shareholders at the Meeting, all future grants of equity-based awards will be made pursuant to, or as otherwise permitted by, the Equity Incentive Plan.

The objectives of the Equity Incentive Plan are to, among other things, promote further alignment between the interests of officers, directors, employees and other service providers of the Corporation and the Shareholders of the Corporation; to associate a portion of participants’ compensation with the performance of the Corporation; and to attract, motivate and retain the key participants to drive the business success of the Corporation and its subsidiaries.

A summary of the key terms of the Equity Incentive Plan is set out below, which is qualified in its entirety by the full text of the Equity Incentive Plan. A copy of the Equity Incentive Plan is attached as Schedule “A” to this Circular.

Recommendation of the Board

The Board recommends that Shareholders vote in favour of the approval of the Equity Incentive Plan Resolution. **The management Proxyholders, unless expressly directed to the contrary in such form of proxy, will vote such proxies FOR the Equity Incentive Plan Resolution to approve the Equity Incentive Plan.**

Failure to Approve the Equity Incentive Plan

If Shareholders do not approve the Equity Incentive Plan Resolution, the Board will not be able to implement the Equity Incentive Plan. This means that the Board will not be able to grant further Options, RSUs, PSUs or DSUs under the Equity Incentive Plan, and that all currently outstanding Options and RSUs will fail to vest and be cancelled.

Interest of Management and Directors in Equity Incentive Plan Resolution and Ratification of Prior Grants thereunder

As is disclosed in more detail in this Circular under the heading “*Executive Compensation Discussion and Analysis*” the members of the Board and management of the Corporation hold Options and RSUs issued pursuant to the Equity Incentive Plan. If Shareholders do not approve the Equity Incentive Plan Resolution, the Board will not be able to implement the Equity Incentive Plan. This means that the Board will not be able to grant further Options, RSUs, PSUs or DSUs under the Equity Incentive Plan, and that all currently outstanding Options and RSUs (including those held by the members of the Board and management of the Corporation) will fail to vest and be cancelled. Furthermore, even if the Equity Incentive Plan Resolution is approved by Shareholders, but Shareholders fail to approve the resolutions ratifying the prior grants of Options and RSUs thereunder, the outstanding Options and RSUs (including those held by the members of the Board and management of the Corporation) will fail to vest and be cancelled.

As a result of the foregoing, the members of the Board and management may have a material interest in the approval of the Equity Incentive Plan Resolution and the approval of the resolution ratifying prior grants of Options and RSUs under the Equity Incentive Plan.

Summary of the Equity Incentive Plan

The Equity Incentive Plan provides flexibility to the Corporation to grant equity-based incentive awards in the form of Options, RSUs (including RSUs deemed to be PSUs) and DSUs (together, “**Awards**”), as described in further detail below.

Administration

The Equity Incentive Plan will be administered by the Board. The Board will determine which directors, officers, eligible employees or consultants of the Corporation or its affiliates are eligible to receive Awards under the Equity Incentive Plan. The Board has the power to amend, modify, suspend or terminate the Equity Incentive Plan or any Award granted thereunder without shareholder approval, provided however that:

- (a) such amendment, modification, suspension or termination is in accordance with applicable laws and the rules of the stock exchange on which the Common Shares are listed;
- (b) no amendment to the Equity Incentive Plan or to an Award granted thereunder will have the effect of impairing, derogating from or otherwise adversely affecting the terms of an Award which is outstanding at the time of such amendment without the written consent of the holder of such Award, provided that holder consent shall not be required where the amendment is required for purposes of compliance with applicable law;
- (c) the terms of an Option will not be amended once issued; and
- (d) the expiry date of an Option period in respect of an Option shall not be more than ten years from the date of grant of an Option, except as expressly provided in the Equity Incentive Plan.

Notwithstanding the foregoing, the Board may amend the Equity Incentive Plan or any Award without the approval of shareholders or participants in the Equity Incentive Plan in order to satisfy the requirements of any exchange on which the Corporation’s shares are listed. Except as otherwise required by law, the Board may, from time to time, delegate powers conferred on the Board under the Equity Incentive Plan to such committee as the Board determines necessary, from time to time. In such event, such committee will exercise the powers delegated to it by the Board in the manner and on such terms authorized by the Board, and all decisions made, or actions taken, by the committee arising in connection with the administration of the Equity Incentive Plan within its authority are final, conclusive and binding.

Eligibility

Only “Eligible Directors” and “Eligible Employees” (as defined in the Equity Incentive Plan, and together, “**Participants**”) are eligible to participate in the Equity Incentive Plan. However, DSUs may only be granted to Eligible Directors. Awards are non-assignable and non-transferable, except by will or by the laws of descent and distribution.

Common Shares Subject to the Equity Incentive Plan and Limitation on Awards

The maximum number of Common Shares available for issuance pursuant to the Equity Incentive Plan and any other security-based compensation arrangement of the Corporation shall not exceed 20% of the issued and outstanding Common Shares from time to time.

The Equity Incentive Plan is an “evergreen plan” and, accordingly, if any Options, RSUs or DSUs granted under the Equity Incentive Plan expire, terminate or are cancelled for any reason without being settled in the form of Common Shares, such Common Shares will become available for additional grants under the Equity Incentive Plan.

Stock Options

The Board may grant Options to any Participant under the Equity Incentive Plan at any time. The exercise price for stock options will be determined by the Board, but shall be not less than one hundred per cent (100%) of the Fair Market Value (as defined in the Equity Incentive Plan), and shall be established by the Board on the date of grant of the Option. Options granted under the Equity Incentive Plan shall have the vesting provisions (if any) designated by the Board, provided that, unless otherwise designated by the Board, Options granted under the Equity Incentive Plan shall vest in four equal installments over a two (2) year period, with one quarter of the Options vesting on each of the six (6) month anniversary of the grant date, the one (1) year anniversary of the grant date, the eighteen (18) month anniversary of the grant date and the two (2) year anniversary of the grant date.

Stock options must be exercised within a period fixed by the Board that may not exceed 10 years from the date of grant, except in a case where the expiry period falls during a blackout period, in which case the expiry period will be automatically extended until 10 business days after the end of the blackout period.

Subject to the terms of the Equity Incentive Plan, Participants have the right, in lieu of paying the exercise price of an Option in cash, to indicate in the exercise notice that such Participant intends to transfer such Option in whole or in part to the Corporation to be cancelled and, in such case, the Participant shall surrender the Options being transferred and cancelled and elect to receive the number of Shares, conditional upon payment of any applicable withholding taxes in accordance with the Equity Incentive Plan, which is equal, disregarding fractions, to the quotient obtained by subtracting the applicable Option exercise price per Share from the Fair Market Value per Share on the trading day immediately prior to the exercise of the Net Settlement Right (as defined in the Incentive Equity Plan), and multiplying the remainder by the number of Shares underlying the Option to be terminated; and dividing the product obtained by the Fair Market Value per Share on the trading day immediately prior to the exercise of the Net Settlement Right.

The Equity Incentive Plan also provides for earlier termination of stock options on the occurrence of certain events, including:

- o if the holder dies, resigns or is terminated as a result of disability, vested Options held by the holder shall terminate 12 months following the date of death, resignation or termination (as the case may be) and Options that are not vested shall be terminated on the date of death, resignation or termination (as the case may be);
- o if the holder resigns (including as a result of retirement or the voluntary withdrawal of services by a service provider), is subject to termination without cause or, in the case of a director, is subject to removal, resignation or a failure to be re-elected, but excluding termination or resignation as a result of death or disability, vested Options held by the holder shall terminate ninety (90) days following the date of resignation, termination, removal, resignation or failure to be re-elected (as the case may be) and Options that are not vested shall be terminated on the date of resignation, termination, removal, resignation or failure to be re-elected (as the case may be); and
- o if the holder is terminated for cause, all Options held by the holder shall be immediately terminated.

Notwithstanding the foregoing, the Board may, at the time of a holder's termination, resignation, retirement, death or disability extend the expiry date for an Option, but not beyond the original expiry date for the Option and/or allow for continued vesting of some or all of a holder's Options during the period for exercise of such holder's options, in each case for a period of time not to exceed twelve (12) months following the date of a holder's termination, resignation, retirement, death or disability.

Restricted Share Units

The Board may grant RSUs to any Participant under the Equity Incentive Plan at any time. The terms and conditions of grants, including the quantity, type of award, award date, vesting conditions, applicable vesting periods and other terms and conditions with respect to the award, as determined by the Board, will be set out in such Participant's RSU agreement.

An RSU account will be maintained for each Participant and each notional grant of RSUs, as granted to such Participant from time to time, will be credited to such Participant's account. RSUs that fail to vest with respect to a Participant, or that are paid out to the Participant are cancelled and will be removed from such Participant's account.

RSUs shall be settled by the issuance of Common Shares.

Where a RSU is granted with vesting subject to the satisfaction of specified performance conditions, such RSU shall be deemed a PSU. The RSU grant letter governing the grant of PSU shall set out the performance conditions to be achieved during any performance period and the length of any performance period, and such performance conditions may include a threshold level of performance below which no vesting will occur, levels of performance at which specified vesting will occur or a maximum level of performance above which full vesting will occur, all as set forth in the applicable grant letter for the RSU.

The settlement of RSUs and PSUs granted under the Equity Incentive Plan will occur as soon as possible following the vesting thereof and, in any event, on or before December 31 of the third year following the year in which the participant performed the services to which the grant of RSUs or PSUs relates, unless the holder requests, in accordance with the Equity Incentive Plan, to defer receipt of all or any part of the Common Shares underlying the RSUs or PSUs until a deferred payment date.

If RSUs or PSUs would be otherwise be settled during a trading blackout period, such settlement shall be postponed until the earlier of the tenth (10th) business day following the date on which such blackout period ends and the otherwise applicable date for the settlement of the RSUs or PSUs under the Equity Incentive Plan.

Upon the resignation, death, disability or termination of a holder of RSUs or PSUs, all unvested RSUs and PSUs shall be terminated. Notwithstanding the foregoing, the Board may, at the time of termination, resignation, retirement, death or disability, extend the period for vesting of RSUs or PSUs for a period of time not to exceed twelve (12) months following the date of termination, resignation, retirement, death or disability, but not beyond the original end of the applicable vesting period.

In the event that a cash dividend is declared and paid by the Corporation on the Common Shares prior to the settlement of RSUs or PSUs, a number of dividend equivalent RSUs or PSUs will be credited to the holder equal to the quotient of (i) the total amount of dividends that would have been paid if the RSUs or PSUs had been outstanding Common Shares and (ii) the Fair Market Value.

Deferred Share Units

The Board may grant DSUs to any Participant under the Equity Incentive Plan at any time. The number of DSUs granted at any particular time pursuant to the Equity Incentive Plan will be calculated by not less than the Fair Market Value of a common share on the applicable award date. Reflex shall maintain a DSU account for each Participant. Subject to specific provisions contained in the Equity Incentive Plan with respect to DSUs held by US taxpayers, all DSUs recorded in a Participant's DSU account will vest on the termination date, being 20 business days after the Participant ceases to be a director of Reflex for any reason and ceases to be an employee or consultant of Reflex. In the event that DSUs have been granted to an eligible director for service for that entire year, the eligible director will only be entitled to a pro-rated DSU payment in respect of such DSUs based on the number of days he or she was an eligible director that year.

If DSUs would be otherwise be settled during a trading blackout period, such settlement shall be postponed until the earlier of the tenth (10th) business day following the date on which such blackout period ends and the otherwise applicable date for the settlement of the DSUs under the Equity Incentive Plan.

Upon the settlement of DSUs, the number of Common Shares covered by the DSUs will be issued from treasury by Reflex as fully paid non-assessable Common Shares based on the whole number of Common Shares equal to the whole number of DSUs then recorded in the Participant's DSU account (no fractional Common Shares will be issued).

In the event that a cash dividend is declared and paid by the Corporation on the Common Shares prior to the settlement of DSUs, a number of dividend equivalent DSUs will be credited to the holder equal to the quotient of (i) the total amount of dividends that would have been paid if the DSUs had been outstanding Common Shares and (ii) the Fair Market Value.

Alterations/Corporate Transactions

Subject to applicable law, including, if necessary, approval by any exchange on which the common shares are listed, if there is a change in the common shares through consolidation, subdivision, reclassification, recapitalization, amalgamation, arrangement, merger, combination, exchange, distribution or other relevant change to the authorized or issued capital of the Corporation, if the Board shall determine that an equitable adjustment should be made, such adjustment shall be made by the Board to (i) the number of Common Shares subject to the Equity Incentive Plan, (ii) the securities subject to any Award, (iii) any Options outstanding (including the exercise price therefor) and (iv) any RSUs, PSUs and DSUs then outstanding. In the event of a change of control of the Corporation (as that term is defined in the Equity Incentive Plan), and subject to the terms of a participant's written employment agreement or services contract with the Corporation and applicable law, including, if necessary, approval by any exchange on which the common shares are listed, the Board shall have full authority to determine the effect, if any, of a change of control on the vesting, exercisability, settlement or lapse of restrictions applicable to an Award.

Equity Incentive Plan Resolution

Pursuant to the policies of the Canadian Securities Exchange (the "CSE"), within three years after institution and within every three years thereafter, the Corporation must obtain shareholder approval for an evergreen plan (also known as a rolling plan) in order to continue to grant awards under such plan. The Equity Incentive Plan adopted by the Board is an evergreen plan, and the Corporation is seeking Shareholder approval for the Equity Incentive Plan and all unallocated awards under the Equity Incentive Plan in accordance with the policies of the CSE.

Pursuant to the policies of the CSE, Shareholders must pass a resolution specifically approving unallocated entitlements under the Equity Incentive Plan. In addition, the resolution must include the next date by which the Corporation must seek Shareholder approval for the Equity Incentive Plan, such date being no later than three years from the date such resolution was approved. If Shareholder approval is not obtained for the Equity Incentive Plan within three years of either the institution of the Equity Incentive Plan or subsequent approval, as the case may be, all unallocated entitlements under the Equity Incentive Plan must be cancelled and the Corporation must not be permitted to grant further entitlements under the Equity Incentive Plan, until such time as Shareholder approval is obtained. However, all allocated awards under Equity Incentive Plan, such as Options that have been granted but not yet exercised, can continue unaffected. If Shareholders fail to approve the resolution for the renewal of the Equity Incentive Plan, the Corporation must forthwith stop granting awards under the Equity Incentive Plan, even if such renewal approval was sought prior to the end of the three-year period.

At the Meeting, Shareholders will be asked to pass a resolution in substantially the following form:

"IT IS RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The Equity Incentive Plan of the Corporation and the reservation for issuance thereunder of up to 20% of the aggregate number of Common Shares of the Corporation as are issued and outstanding from time to time, is confirmed, ratified and approved as the equity incentive plan of the Corporation and the Corporation has the ability to grant Options and other awards under the Equity Incentive Plan;
2. The Options and other awards to be issued under the Equity Incentive Plan, and all unallocated Options and other awards under the Equity Incentive Plan, are approved and the Corporation is hereby authorized to continue to grant such entitlements under the Equity Incentive Plan until June 1, 2026, being the date that is

three years from the date of the Shareholder meeting at which Shareholder approval of the Equity Incentive Plan was received;

3. The Board is authorized to make such amendments to the Equity Incentive Plan from time to time, in accordance with the terms of the Equity Incentive Plan, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the regulatory authorities and/or the approval of the Shareholders, if applicable; and
4. Any one officer of the Corporation is authorized and directed, for and on behalf of the Corporation, to finalize, sign and/or deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the stock exchanges on which the Corporation's Common Shares may be listed, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing."

Ratification, Confirmation and Approval of Previous Equity Incentive Grants

On November 20, 2022 and February 16, 2023, the Board approved the conditional grant under the Equity Incentive Plan of an aggregate of 900,000 Options with an exercise price of \$0.43 per Common Share and an aggregate of 2,975,000 RSUs (collectively, the "**Conditional Awards**"), which Conditional Awards may be exercised or settled (as applicable) for up to 3,875,000 Common Shares. Pursuant to the terms of grant for the Conditional Awards, the issuance of the Conditional Awards must be ratified and confirmed by a simple majority of the votes cast by Shareholders at the Meeting. If Shareholder approval is not obtained, or if Shareholders do not approve the adoption of the Equity Incentive Plan, the Conditional Awards will not vest and will be cancelled.

At the Meeting, Shareholders will be asked to pass a resolution in substantially the following form:

"IT IS RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The grant of an aggregate of 900,000 options and 2,975,000 restricted share units under the Equity Incentive Plan of the Corporation, which options and restricted share units may be exercised or settled, as applicable, for up to 3,875,000 Common Shares of the Corporation, is hereby ratified and confirmed; and
2. Any one officer of the Corporation is authorized and directed, for and on behalf of the Corporation, to finalize, sign or deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the stock exchanges on which the Corporation's shares may be listed, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing."

The Board recommends that Shareholders vote in favour of the approval of this resolution. **The persons named in the form of proxy, unless expressly directed to the contrary in such form of proxy, will vote such proxies FOR this resolution.**

OTHER MATTERS

As of the date of this circular, management knows of no other matters to be acted upon at this Meeting. However, should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the shares represented by the proxy.

AUDIT COMMITTEE DISCLOSURE

The Corporation's audit committee charter (the "**Audit Committee Charter**") is attached to this Circular as Schedule "B". The Corporation is required to disclose certain information concerning the Audit Committee pursuant to National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") and Form 52-110F2 – *Disclosure by Venture Issuers*, as summarized below. The Corporation is a "venture issuer" (as defined under NI 52-110) and is therefore relying on the

exemption in section 6.1 of NI 52-110 from the requirements of Part 3 (*Composition of Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

Composition of Audit Committee

As of the date hereof, the Audit Committee is comprised of the following individuals:

Name of Director	Independent (Yes/No)⁽¹⁾	Financially Literate (Yes/No)⁽¹⁾
Paul Gorman	No	Yes
Alex Pleson	Yes	Yes
Michael Elliot Meyers	Yes	Yes

Notes:

(1) As defined in NI 52-110.

Relevant Education and Experience

Collectively, the Audit Committee has the education and experience to fulfill the responsibilities outlined in the Audit Committee Charter. Each member of the Audit Committee has:

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

Audit Committee Oversight

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

Reliance on Certain Exemptions

The Corporation has not relied on the exemptions contained in Sections 2.4, 3.2, 3.3(2), 3.4, 3.5, 3.6, 3.8 or Part 8 of NI 52-110 during the financial year ended January 31, 2023.

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the Board to review the performance of the Corporation's external auditors, and approve in advance the provision of services other than audit services and to consider the independence of the external auditors, including reviewing the range of services provided in the context of all consulting services bought by the Corporation. The Audit Committee is authorized to approve any non-audit services or additional work, which the chair of the Audit Committee deems as necessary.

External Auditor Service Fees

The fees for auditor services billed by the Corporation's external auditors for the last two fiscal years are as follows:

Financial Year Ending	Audit Fees⁽¹⁾	Audit-related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
January 31, 2023	\$15,000	\$-	\$-	\$-
January 31, 2022 ⁽⁵⁾	\$11,000	\$5,800	\$-	\$-

Notes:

- (1) Audit fees are the aggregate fees billed by the Corporation's auditor for audit services.
- (2) Audit-related fees are the aggregate fees billed for assurance and related services by the Corporation's auditor that are reasonably related to the performance of the audit or review of the Corporation's financial statement and are not disclosed under "Audit Fees".
- (3) Tax fees are the aggregate fees billed for professional services rendered by the Corporation's auditor for tax compliance, tax advice and tax planning.
- (4) All other fees are the aggregate fees billed for services provided by the Corporation's auditor other than the services reported under "Audit Fees", "Audit-related Fees" and "Tax Fees".
- (5) Fees shown for the financial year ending January 31, 2022 are for the period from incorporation on June 10, 2021 to January 31, 2022.

CORPORATE GOVERNANCE DISCLOSURE

The information required to be disclosed by National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("NI 58-101") is attached to this Circular as Schedule "C".

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR at www.sedar.com. Copies of the Corporation's Financial Statements and Management Discussion and Analysis may be obtained upon request from the Corporation's office located at 905 West Pender Street, 6th Floor, Vancouver, BC V6C 1L6

DIRECTOR APPROVAL

The contents of this Circular and the sending thereof to the Shareholders of the Corporation have been approved by the Board of Directors.

DATED this 27th day of April, 2023

REFLEX ADVANCED MATERIALS CORP.

"Paul Gorman"

Paul Gorman
CEO and Director

SCHEDULE "A"

EQUITY INCENTIVE PLAN November 20, 2022

PART 1 PURPOSE

1.1 Purpose

The purpose of this Plan is to:

- (a) promote further alignment of interests between officers, directors, employees and other service providers of the Company and the shareholders of the Company;
- (b) to associate a portion of the compensation payable to officers, directors, employees and other service providers of the Company with the returns achieved by shareholders of the Company; and
- (c) to attract and retain officers, directors, employees and other service providers of the Company with the knowledge, experience and expertise required by the Company.

1.2 Available Awards

Awards that may be granted under this Plan include:

- (a) Options;
- (b) Deferred Share Units; and
- (c) Restricted Share Units (including Restricted Share Units deemed to be Performance Share Units pursuant to Section 4.14).

PART 2 INTERPRETATION

2.1 Definitions

- (a) “**Affiliate**” has the meaning set forth in the BCA.
- (b) “**Award**” means any Option, Deferred Share Unit, Restricted Share Unit or Restricted Share Unit deemed to be a Performance Share Unit pursuant to Section 4.14.
- (c) “**BCA**” means the *Business Corporations Act* (British Columbia).
- (d) “**Blackout Period**” means a period in which the trading of Shares or other securities of the Company is restricted under any policy of the Company then in effect.
- (e) “**Board**” means the board of directors of the Company.
- (f) “**cause**” means:
 - (A) subject to (B) or (C), as applicable, below, “just cause” or “cause” for termination by the Company or a subsidiary of the Company as determined under applicable law;
 - (B) where a Participant has a written employment agreement with the Company or a subsidiary of the Company, as defined in such employment agreement, if applicable; or

- (C) where a Participant provides services as an independent contractor pursuant to a contract for services with the Company or a subsidiary of the Company, any material breach of such contract.
- (g) **“Change of Control”** means the occurrence and completion of any one or more of the following events:
- (A) any consolidation, reorganization, merger, amalgamation, arrangement or similar transaction of the Company with or into another entity or pursuant to which the Shares would be converted into cash, securities or other property, other than a transaction in which shareholders immediately prior to such transaction have the same proportionate ownership of the surviving entity immediately following the transaction as they did in the Company immediately preceding the transaction;
 - (B) the Company shall sell or otherwise transfer, including by way of the grant of a leasehold interest or joint venture interest (or one or more subsidiaries of the Company shall sell or otherwise transfer, including without limitation by way of the grant of a leasehold interest or joint venture interest) property or assets (i) aggregating more than 50% of the consolidated assets (measured by either book value or fair market value) of the Company and its subsidiaries, taken as a whole, measured as at the end of the most recently completed financial year of the Company or (ii) which during the most recently completed financial year of the Company generated, or during the then current financial year of the Company are expected to generate, more than 50% of the consolidated operating income or cash flow of the Company and its subsidiaries, taken as a whole to any other person or persons (other than to an Affiliate of the Company), in which case the Change of Control shall be deemed to occur on the date of transfer of the assets or property;
 - (C) the approval by the shareholders of the Company of any plan of liquidation or dissolutions of the Company;
 - (D) the acquisition by any “offeror” (as that term is defined in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*) of ownership (including beneficial ownership) of, or control or direction (including, without limitation, the power to vote) over, more than 50% of the Company’s outstanding voting securities; or
 - (E) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent members of the Board, unless such election or appointment is approved by 50% or more of the Board in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened.

For the purposes of the foregoing, “voting securities” means Shares and any other shares entitled to vote for the election of directors and shall include any securities, whether or not issued by the Company, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors, including any options or rights to purchase such shares or securities.

- (h) **“Code”** means the United States Internal Revenue Code of 1986, as amended, and any applicable United States Treasury Regulations and other binding guidance thereunder.
- (i) **“Company”** means Reflex Advanced Materials Corp., a company incorporated under the laws of British Columbia.
- (j) **“Deferred Payment Date”** for a Participant means the date after the Restricted Period which is the earlier of (i) the date which the Participant has elected to defer receipt of Restricted Shares in accordance with Section 4.5; and (ii) the Participant’s Separation Date.

- (k) **“Deferred Share Unit”** means a right granted pursuant to the terms hereof to a Participant to receive a Deferred Share Unit Payment, evidenced by way of book-keeping entry in the books of the Company and administered pursuant to this Plan.
- (l) **“Deferred Share Unit Grant Letter”** has the meaning ascribed thereto in Section 5.2 of this Plan.
- (m) **“Deferred Share Unit Payment”** means, subject to any adjustment in accordance with this Plan, including pursuant to Section 5.6, the issuance to a Participant of one previously unissued Share for each whole Deferred Share Unit credited to such Participant.
- (n) **“Director Retirement”** in respect of a Participant, means the Participant ceasing to hold any directorships with the Company, any affiliate of the Company or any entity related to the Company for purposes of the *Income Tax Act* (Canada) after attaining a stipulated age in accordance with the Company’s normal retirement policy, or earlier with the Company’s consent.
- (o) **“Director Separation Date”** means the date that a Participant ceases to hold any directorships with the Company and any affiliate due to a Director Retirement or Director Termination and also ceases to serve as an employee or consultant with the Company, any affiliate of the Company and any entity related to the Company for the purposes of the *Income Tax Act* (Canada).
- (p) **“Director Termination”** means the removal of, resignation of or failure to re-elect an Eligible Director (excluding a Director Retirement) as a director of the Company, an affiliate or any entity related to the Company for purposes of the *Income Tax Act* (Canada).
- (q) **“Disability”** means:
 - (A) subject to (B) below, a Participant’s physical or mental incapacity that prevents him/her for substantially fulfilling his or her duties and responsibilities on behalf of the Company or, if applicable, a subsidiary of the Company, as determined by the Board and, in the case of a Participant who is an employee of the Company or a subsidiary of the Company, in respect of which the Participant commences receiving, or is eligible to receive, disability benefits under the Company’s or subsidiary’s long-term disability plan, if any; or
 - (B) where a Participant has a written employment agreement with the Company or a subsidiary of the Company, as defined in such employment agreement, if applicable.
- (r) **“Effective Date”** means November 20, 2022, being the date upon which this Plan was adopted by the Board.
- (s) **“Eligible Directors”** means the directors of the Company or any Affiliate who are, as such, eligible for participation in this Plan.
- (t) **“Eligible Employees”** means employees of the Company or any affiliate thereof, whether or not they have a written employment contract with Company, rendering services to the Company (excluding services exclusively as a director). Eligible Employees shall include Service Providers.
- (u) **“Exchange”** means the Canadian Securities Exchange, or any successor entity, and/or such other stock exchange on which the Shares are listed from time to time.
- (v) **“Fair Market Value”** with respect to the Shares as of any date, means the closing market price of the Shares on the trading day prior to such date. Notwithstanding the foregoing, for the purposes of establishing the exercise price per Share of any Option, or the value of any Share underlying a Restricted Share Unit or Deferred Share Unit on the grant date, the Fair Market Value means the greater of the closing market price of the Shares on (a) the trading day prior to the date of grant of the applicable Award; and (b) the date of grant of the applicable Award.
- (w) **“Grant Value”** means the dollar amount allocated to an Eligible Director or Eligible Employee in respect of a grant of Restricted Share Units or Deferred Share Units, as applicable.
- (x) **“Net Settlement Right”** has the meaning set forth in Section 3.5 of this Plan.

- (y) “**Option**” means an option to purchase a Share granted by the Board to an Eligible Employee or Eligible Director under the terms of this Plan.
- (z) “**Option Period**” means the period during which an Option is outstanding.
- (aa) “**Optionee**” means an Eligible Employee or Eligible Director to whom an Option has been granted under the terms of this Plan.
- (bb) “**Participant**” means an Eligible Employee or Eligible Director to whom an Award is granted under this Plan and which Award or a portion thereof remains outstanding.
- (cc) “**Performance Conditions**” means such financial, personal, operational or transaction-based performance criteria as may be determined by the Board in respect of an Award to any Participant or Participants. Performance Conditions may apply to the Company, a subsidiary of the Company, the Company and its subsidiaries as a whole, a business unit of the Company or group comprised of the Company and some subsidiaries of the Company or a group of subsidiaries of the Company, either individually, alternatively or in any combination, and measured either in total, incrementally or cumulatively over a specified performance period, on an absolute basis or relative to pre-established targets or milestones, to previous years’ results or to a designated comparator group, or otherwise, and may incorporate multipliers or adjustments based on the achievement of any such performance criteria.
- (dd) “**Performance Share Unit**” has the meaning ascribed to such term in Section 4.14 of this Plan.
- (ee) “**Plan**” means this Equity Incentive Plan, as it may be amended and restated from time to time.
- (ff) “**Restricted Period**” means, with respect to a grant of Restricted Share Units, the period specified by the Board, commencing on the grant date and ending on the last date on which the applicable time Vesting, Performance Conditions and/or any other conditions for a Restricted Share Unit becoming Vested are met.
- (gg) “**Retirement**” in respect of an Eligible Employee, means the Eligible Employee ceasing to hold any employment with the Company or any affiliate after attaining a stipulated age in accordance with the Company’s normal retirement policy, or earlier with the Company’s consent.
- (hh) “**Restricted Share Unit**” has such meaning as ascribed to such term at Section 4.1 of this Plan, and includes Restricted Share Units deemed to be Performance Share Units pursuant to Section 4.14.
- (ii) “**Restricted Share Unit Grant Letter**” has the meaning ascribed to such term in Section 4.2 of this Plan.
- (jj) “**Separation Date**” means the date that a Participant ceases to be an Eligible Director or Eligible Employee.
- (kk) “**Service Provider**” means any person or company engaged by the Company or an affiliate to provide services for an initial, renewable or extended period of 12 months or more.
- (ll) “**Shares**” means the common shares of the Company or, in the event of an adjustment contemplated by Section 7.3, such other security to which a Participant may be entitled upon the exercise or settlement of an Award as a result of such adjustment.
- (mm) “**Specified Employee**” means a U.S. Taxpayer who meets the definition of “specified employee”, as defined in Section 409A(a)(2)(B)(i) of the Code.
- (nn) “**Termination**” means, with respect to an Eligible Employee, (i) the termination of such Eligible Employee’s employment by or provision of services to the Company or a subsidiary of the Company (other than in connection with the Eligible Employee’s transfer to employment by or the provision of services to the Company or another subsidiary of the Company), which shall occur on the date on which the Eligible Employee ceased to render services to the Company or a subsidiary of the Company, as applicable, whether such termination is lawful or otherwise (including, without

limitation, by reason of resignation, frustration of contract, termination for cause, termination without cause or constructive dismissal), without giving effect to any pay in lieu of notice (paid by way of lump sum or salary continuance), severance pay, benefits continuance or other termination-related payments or benefits to which the Eligible Employee may be entitled pursuant to the common law or otherwise (except as may be expressly required to satisfy the minimum requirements of applicable employment or labour standards legislation), but, for greater certainty, an Eligible Employee's absence from active work during a period of vacation, temporary illness, maternity or parental leave or any other authorized leave of absence shall not be considered to be a Termination, and (ii) in the case of an Eligible Employee who does not return to active employment by or the active provision of services to the Company or a subsidiary of the Company immediately following a period of absence due to vacation, temporary illness, maternity or parental leave or other authorized leave of absence, such cessation shall be deemed to occur on the last day of such period of absence as approved by the Company or a subsidiary of the Company.

- (oo) “**US Taxpayer**” means a Participant who is a US citizen, US permanent resident or other person who is subject to taxation on their income under the Code.
- (pp) “**Vested**” means, with respect to any Option, Restricted Share Unit or Deferred Share Unit, that the applicable conditions with respect to the passage of time or continued service with the Company or a subsidiary of the Company, achievement of Performance Conditions and/or any other conditions established by the Board have been satisfied or, to the extent permitted under the Plan, waived (and any applicable derivative term shall be construed accordingly).

2.2 Interpretation

- (a) This Plan is created under and is to be governed, construed and administered in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Board may provide that any dispute to any Award shall be presented and determined in such forum as the Board may specify, including through binding arbitration.
- (b) Whenever the Board (or Board committee, as the case may be) is to exercise discretion in the administration of the terms and conditions of this Plan, the term “**discretion**” means the sole and absolute discretion of the Board (or Board committee, as the case may be).
- (c) As used herein, the terms “**Part**” or “**Section**” mean and refer to the specified Part or Section of this Plan, respectively.
- (d) Where the word “**including**” or “**includes**” is used in this Plan, it means “including (or includes) without limitation”.
- (e) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (f) Unless otherwise specified, all references to money amounts are to Canadian dollars.
- (g) If any provision or part of the Plan is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provisions or part hereof.
- (h) Headings, whenever used herein, are for reference purposes only and do not limit or extend the meaning of the provisions herein contained.

PART 3 STOCK OPTIONS

3.1 Participation

The Company may from time to time grant Options to Participants pursuant to this Plan on such terms and conditions, consistent with this Plan, as the Board shall determine.

3.2 Price

The exercise price per Share pursuant to any Option shall be not less than one hundred per cent (100%) of the Fair Market Value, and shall be established by the Board on the date of grant of the Option.

3.3 Grant of Options

The Board may at any time authorize the granting of Options to such Participants as it may select, exercisable for the number of Shares that it shall designate, subject to the provisions of this Plan. The date of grant of an Option shall be the date such grant was approved by the Board.

Each Option granted to a Participant shall be evidenced by a stock option agreement with terms and conditions consistent with (and which incorporate by reference the terms of) this Plan and as approved by the Board (and in all cases which terms and conditions need not be the same in each case and may be changed from time to time, subject to Section 7.8 of this Plan and any required approval of any Exchange).

3.4 Terms of Options

The Option Period shall be five years from the date such Option is granted, or such greater or lesser duration as the Board may determine at the date of grant, provided that the Option Period shall not be greater than ten (10) years from the grant date of an Option, and may thereafter be reduced with respect to any such Option as provided in Section 3.7 hereof; provided, however, that at any time the expiry date of the Option Period in respect of any outstanding Option under this Plan (as the same may be reduced pursuant to Section 3.7 hereof) should be determined to occur during a Blackout Period, the expiry date of such Option Period shall, without any further action, be deemed to be extended to the date that is the tenth (10th) business day following the expiry of the Blackout Period.

Unless otherwise designated by the Board in the applicable stock option agreement with respect to Options, the Options included in an Award shall Vest in four equal instalments over a two (2) year period, with one quarter of the Options vesting on each of the six (6) month anniversary of the grant date, the one (1) year anniversary of the grant date, the eighteen (18) month anniversary of the grant date and the two (2) year anniversary of the grant date.

Except as set forth in Section 3.7, no Option may be exercised unless the Optionee is at the time of such exercise:

- (a) in the case of an Eligible Employee, in the employ (or retained as a Service Provider) of the Company or an Affiliate and shall have been continuously so employed or retained since the grant of the Option; or
- (a) in the case of an Eligible Director, a director of the Company or an Affiliate and shall have been such a director continuously since the grant of the Option.

3.5 Net Settlement Right

Participants have the right (the “**Net Settlement Right**”), in lieu of paying the exercise price of an Option in cash, to indicate in the exercise notice that such Participant intends to transfer such Option in whole or in part to the Company to be cancelled and, in such case, the Participant shall surrender the Options being transferred and cancelled and elect to receive the number of Shares, conditional upon payment of any applicable withholding taxes in accordance with Part 6, which is equal, disregarding fractions, to the quotient obtained by:

- (a) subtracting the applicable Option exercise price per Share from the Fair Market Value per Share on the trading day immediately prior to the exercise of the Net Settlement Right, and multiplying the remainder by the number of Shares underlying the Option to be terminated; and
- (b) dividing the product obtained under subsection 3.5(a) by the Fair Market Value per Share on the trading day immediately prior to the exercise of the Net Settlement Right.

If a Participant elects to exercise the Net Settlement Right in connection with an Option, the Participant may do so only to the extent and on the same conditions that the related Option is exercisable under this Plan, disregarding the requirement for the payment of the exercise price in connection with the exercise of the Option.

3.6 Exercise of Option

Subject to the provisions of the Plan and the terms governing the granting of an Option, including Section 3.5, and subject to payment or other satisfaction of all related withholding obligations in accordance with Part 6, Vested Options, or a portion thereof, may be exercised from time to time by delivery to the Company at its registered office of a notice in writing signed by the Participant or the Participant's legal personal representative, as the case may be, and addressed to the Company. This notice shall state the intention of the Participant or the Participant's legal personal representative, as the case may be, to exercise the said Options and the number of Shares in respect of which the Options are then being exercised, and, subject to Section 3.5, must be accompanied by payment in full of the exercise price under the Options which are the subject of the exercise.

3.7 Effect of Termination, Death or Disability

Outstanding Options held by a Participant as of the Participant's Termination or Director Termination (as applicable), resignation (including Retirement, Director Retirement or the voluntary withdrawal of services by a Service Provider), death or Disability shall be subject to the provisions of this Section 3.7, as applicable, except that, in all events, the Option Period shall end no later than the last day of the maximum term thereof established under Section 3.4. Options that are not exercised prior to the expiration of the Option Period, including any extended exercise period contemplated by this Section 3.7, following a Participant's Termination or Director Termination (as applicable), resignation (including Retirement, Director Retirement or the voluntary withdrawal of services by a Service Provider), death or Disability, as the case may be, shall automatically expire on the last day of such period.

Subject to the applicable stock option agreement governing an Option, if an Optionee:

- (a) dies or resigns or is subject to a Termination as a result of Disability while employed by or providing services to, or while a director of, the Company or an Affiliate, (i) any Options that have become Vested prior to the date of such death, Termination or resignation and are held by him or her at such date continue to be exercisable in whole or in part during the twelve (12) month period following such date and (ii) any Options that are not Vested on the date of such death, Termination or resignation and are held by him or her at such date shall be forfeited;
- (b) resigns (including a Retirement or a Director Retirement or the voluntary withdrawal of services by a Service Provider), is subject to a Termination without cause (including by way of constructive dismissal) or is subject to a Director Termination, excluding a Termination or resignation as a result of death or Disability, (i) the Participant's outstanding Options that have become Vested prior to the date of the Participant's resignation, Termination without cause or Director Termination and are held by him or her at such date shall continue to be exercisable during the ninety (90) day period following the Participant's resignation, Termination without cause or Director Termination and (ii) the Participant's outstanding Options that are unvested on the date of the Participant's resignation, Termination without cause or Director Termination and are held by him or her at such date shall be forfeited; or
- (c) is subject to a Termination for cause, any and all then outstanding Vested and unvested Options granted to the Participant shall be immediately forfeited and cancelled, without any consideration, as of such Termination.

In addition to the Board's rights under Section 7.8, the Board may, at the time of a Participant's Termination, Director Termination, resignation (including Retirement, Director Retirement or the voluntary withdrawal of services by a Service Provider), death or Disability, extend the Option Period, but not beyond the original expiry date of the Option Period established pursuant to Section 3.4, and/or allow for the continued Vesting of some or all of the Participant's Options during the period for exercise of a Participant's Options, or a portion of it, in each case for a period of time not to exceed twelve (12) months following the date of a Participant's Termination, Director Termination, resignation (including Retirement, Director Retirement or the voluntary withdrawal of services by a Service Provider), death or Disability.

For greater certainty, a Participant shall have no right to receive Shares or a cash payment as compensation, damages or otherwise with respect to any Options that do not become Vested, that have been forfeited or that are not exercised before the expiry date of an Option Period (as may be curtailed pursuant to the terms of this Section 3.7), whether related or attributable to any Termination, termination of entitlement or otherwise.

PART 4 RESTRICTED SHARE UNITS

4.1 Grant of Restricted Share Units

The Board has the right to grant, in its sole and absolute discretion, to any Participant, rights to receive any number of fully paid and non-assessable Shares (“**Restricted Share Units**”) on such terms and conditions, consistent with this Plan, as the Board shall determine, provided that, in determining the Participants to whom Awards of Restricted Share Units are to be made and the Grant Value for each Award of Restricted Share Units, the Board shall take into account the terms of any written employment agreement or contract for services between an Eligible Employee and the Company or any subsidiary of the Company, and may take into account such other factors as it shall determine in its sole and absolute discretion.

The Board shall determine the Grant Value on the date of grant of a Restricted Share Unit. For purposes of calculating the number of Restricted Share Units to be granted, the Board shall value the Shares underlying such Restricted Share Units at not less than one hundred per cent (100%) of the Fair Market Value on the date of grant. The number of Restricted Share Units to be covered by each such grant of Restricted Share Units shall be determined by dividing the Grant Value for such grant by the Fair Market Value on the date of grant, rounded down to the next whole number.

4.2 Restricted Share Unit Grant Letter

Each grant of a Restricted Share Unit under this Plan shall be evidenced by a grant letter (a “**Restricted Share Unit Grant Letter**”) issued to the Participant by the Company and shall set forth, at a minimum, the grant date of the Restricted Share Units, the number of Restricted Share Units subject to such grant, the applicable Vesting conditions, the applicable Restricted Period and the treatment of the grant upon Termination or Director Termination, Retirement or Director Retirement, resignation, voluntary cessation of services, death or Disability. Such Restricted Share Unit Grant Letter shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including, without limitation, any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Restricted Share Unit Grant Letter. The provisions of the various Restricted Share Unit Grant Letters issued under this Plan need not be identical.

4.3 Restricted Share Unit Account

An account, called a “**Restricted Share Unit Account**”, shall be maintained by the Company, or a subsidiary of the Company, as specified by the Board, for each Participant who has received a grant of Restricted Share Units and will be credited with such grants of Restricted Share Units as are received by a Participant from time to time pursuant to Section 4.1, along with any dividend equivalent Restricted Share Units pursuant to Section 4.10. Restricted Share Units that fail to Vest to a Participant or are forfeited, or that are settled, shall be cancelled and shall cease to be recorded in the Participant’s Restricted Share Unit Account as of the date on which such Restricted Share Units are forfeited or cancelled under the Plan or are settled, as the case may be.

4.4 Vesting and Settlement

Subject to this Section 4.4 and the applicable Restricted Share Unit Grant Letter, Restricted Share Units subject to a grant and dividend equivalent Restricted Share Units credited to the Participant’s Restricted Share Unit Account in respect of such Restricted Share Units shall Vest in such proportion(s) and on such Vesting Date(s) as may be specified in the Restricted Share Unit Grant Letter governing such grant, provided that the Restricted Share Unit has not been forfeited prior to such date in accordance with the terms of this Plan or the applicable Restricted Share Unit Grant Letter.

A Participant’s Restricted Share Units, adjusted in accordance with the applicable multiplier, if any, as set out in the Restricted Share Unit Grant Letter, and rounded down to the nearest whole number of Restricted Share Units, as the case may be, shall be settled, by a distribution as provided herein, to the Participant following the Vesting thereof. Settlement will occur upon or as soon as reasonably practicable following Vesting and, in any event, on or before December 31 of the third year following the year in which the Participant performed the services to which the grant of Restricted Share Units relates, subject to Section 4.5 and Section 4.6. Settlement shall be made by the issuance of one Share for each Restricted Share Unit then being settled, subject to the payment or other satisfaction of all related withholding obligations in accordance with Part 6.

Subject to the terms of the Restricted Share Unit Grant Letter and this Part 4, all Restricted Share Units that are not

Vested and do not become Vested shall be immediately forfeited. For greater certainty, a Participant shall have no right to receive Shares or a cash payment as compensation, damages or otherwise, whether related or attributable to any contractual or common law notice period or otherwise, with respect to any Restricted Share Units that do not become Vested or are forfeited hereunder.

4.5 Deferred Payment Date

Participants who are residents of Canada for the purposes of the *Income Tax Act* (Canada) (and for greater certainty, who are not US Taxpayers), may elect to defer to receive all or any part of the Shares underlying Restricted Share Units until one or more Deferred Payment Dates. Any other Participants may not elect a Deferred Payment Date.

4.6 Prior Notice of Deferred Payment Date

Participants who elect to set a Deferred Payment Date must, in respect of each such Deferred Payment Date, give the Company written notice of the Deferred Payment Date(s) not later than thirty (30) days prior to the expiration of the applicable Restricted Period. For certainty, Participants shall not be permitted to give any such notice after the day which is thirty (30) days prior to the expiration of the Restricted Period and a notice once given may not be changed or revoked. For the avoidance of doubt, the foregoing shall not prevent a Participant from electing an additional Deferred Payment Date, provided, however that notice of such election is given by the Participant to the Company not later than thirty (30) days prior to the expiration of the subject Restricted Period.

4.7 Resignation, Death or Disability

Subject to the applicable Restricted Share Unit Grant Letter and Section 4.12, in the event that a Participant resigns (which is not in connection with a constructive dismissal by the Corporation or a subsidiary of the Corporation, including a Director Retirement, Retirement or a voluntary withdrawal of services by a Service Provider), dies or resigns or is subject to a Termination as a result of Disability, no Restricted Share Units that have not Vested prior to such resignation, death or Termination, including dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall Vest and all such Restricted Share Units shall be forfeited immediately.

4.8 Termination of Employment Without Cause

Subject to the applicable Restricted Share Unit Grant Letter and Section 4.12, in the event a Participant is subject to Termination without cause (which shall include a constructive dismissal by the Company or a subsidiary of the Company), no Restricted Share Units that have not Vested prior to such Termination, including dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall Vest and all such Restricted Share Units shall be forfeited immediately.

4.9 Termination of Employment For Cause

In the event a Participant is subject to a Termination for cause by the Company or a subsidiary of the Company, no Restricted Share Units that have not Vested prior to the date of the Participant's Termination for cause, including dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall Vest, and all such Restricted Share Units shall be forfeited immediately, except only as may be required to satisfy the express minimum requirements of applicable employment or labour standards legislation. The Participant shall have no further entitlement to Restricted Share Units following the Termination and waives any claim to damages in respect thereof, whether related or attributable to any contractual or common law termination entitlements or otherwise.

4.10 Payment of Dividends

Except as otherwise provided in the Restricted Share Unit Grant Letter, in the event that a cash dividend (other than an extraordinary or special dividend) is declared and paid by the Company on the Shares to shareholders of record as of a record date occurring during the period from the grant date of a Restricted Share Unit (as set out in the Restricted Share Unit Grant Letter) to the date of settlement of the Restricted Share Units, a number of dividend equivalent Restricted Share Units shall be credited to the Restricted Share Unit Account of the Participant. The number of such dividend equivalent Restricted Share Units will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Participant if the Restricted Share Units (including Restricted Share Units in which the Restricted Period has expired but such Restricted Share Units have not been settled) in the Participant's Restricted Share Unit Account on the dividend record date had been outstanding Shares (and the Participant held no other Shares) by (b) the Fair Market Value of the Shares on the date on which such dividends were paid. The additional Restricted

Share Units granted to a Participant will be subject to the same terms and conditions, including with respect to Vesting and settlement, as the corresponding Restricted Share Units.

4.11 Blackout Period

If a Participant's Restricted Share Units would, in the absence of this Section 4.11, be settled within a Blackout Period applicable to such Participant, such settlement shall be postponed until the earlier of the tenth (10th) business day following the date on which such Blackout Period ends and the otherwise applicable date for the settlement of the Participant's Restricted Share Units, as determined in accordance with Section 4.4 or Section 4.5.

4.12 Extension of Vesting

The Board may, at the time of Termination, resignation (including a Director Retirement, Retirement or a voluntary withdrawal of services by a Service Provider), death or Disability, extend the period for Vesting of Restricted Share Units for a period of time not to exceed 12 months following the date of a Participant's Termination, resignation (including a Director Retirement, Retirement or a voluntary withdrawal of services by a Service Provider), death or Disability, but not beyond the original end of the applicable Restricted Period.

4.13 No Rights to Shares

Restricted Share Units are not Shares and a grant of Restricted Share Units will not entitle a Participant to any shareholder rights, including, without limitation, voting rights, dividend entitlement or rights on liquidation.

4.14 Performance Share Units

Where a Restricted Share Unit is granted with Vesting subject to the satisfaction of specified Performance Conditions, such Restricted Share Unit shall be deemed a "**Performance Share Unit**". The Restricted Share Unit Grant Letter governing the grant of Performance Share Units shall set out the Performance Conditions to be achieved during any performance period and the length of any performance period, and such Performance Conditions may include a threshold level of performance below which no Vesting will occur, levels of performance at which specified Vesting will occur or a maximum level of performance above which full Vesting will occur, all as set forth in the applicable Restricted Share Unit Grant Letter.

PART 5 DEFERRED SHARE UNITS

5.1 Deferred Share Unit Grants

The Board has the right to grant, in its sole and absolute discretion, Deferred Share Units to one or more Eligible Directors in a lump sum amount or on regular intervals, based on such formulas or criteria as the Board may from time to time determine, and on such other terms and conditions, consistent with this Plan, as the Board shall determine. The Board shall determine the Grant Value on the date of grant of a Deferred Share Unit. For purposes of calculating the number of Deferred Share Units to be granted, the Board shall value the Shares underlying such Deferred Share Units at not less than one hundred per cent (100%) of the Fair Market Value. The number of Deferred Share Units to be covered by each such grant of Deferred Share Units shall be determined by dividing the Grant Value for such grant by the Fair Market Value on the date of grant, rounded down to the next whole number.

5.2 Deferred Share Unit Grant Letter

Each grant of a Deferred Share Unit under this Plan shall be evidenced by a grant letter (a “**Deferred Share Unit Grant Letter**”) issued to the Eligible Director by the Company and shall set forth, at a minimum, the grant date of the Deferred Share Units, the number of Deferred Share Units subject to such grant, the applicable Vesting conditions and the treatment of the grant upon a Director Termination, Director Retirement, resignation, death or Disability. Such Deferred Share Unit Grant Letter shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Deferred Share Unit Grant Letter. The provisions of Deferred Share Unit Grant Letters issued under this Plan need not be identical.

5.3 Deferred Share Unit Account

An account, called a “**Deferred Share Unit Account**”, shall be maintained by the Company, or a subsidiary of the Company, as specified by the Board, for each Eligible Director who has received a grant of Deferred Share Units and will be credited with such grants of Deferred Share Units as are received by an Eligible Director from time to time pursuant to Section 5.1, along with any dividend equivalent Deferred Share Units pursuant to Section 5.6. Deferred Share Units that fail to Vest to an Eligible Director or are forfeited, or that are settled, shall be cancelled and shall cease to be recorded in the Eligible Director’s Deferred Share Unit Account as of the date on which such Deferred Share Units are forfeited or cancelled under the Plan or are settled, as the case may be.

5.4 Redemption of Deferred Share Units and Issuance of Shares

The Deferred Share Units held by each Eligible Director who is not a US Taxpayer shall be redeemed automatically and with no further action by the Eligible Director on the 20th business day following the Director Separation Date for that Eligible Director. For US Taxpayers, Deferred Share Units held by an Eligible Director who is a Specified Employee will be automatically redeemed with no further action by the Eligible Director on the date that is six months following the Director Separation Date for the Eligible Director, or if earlier, upon such Eligible Director’s death. Subject to the remaining provisions of this Section 5.4, upon redemption, the former Eligible Director shall be entitled to receive, and the Company shall issue, a number of Shares issued from treasury equal to the number of whole Deferred Share Units in the Eligible Director’s account, subject to the payment or other satisfaction of all related withholding obligations in accordance with Part 6. No fractional Shares will be issued. In the event a Director Separation Date occurs during a year and Deferred Share Units have been granted to such Eligible Director for service for that entire year, the Eligible Director will only be entitled to a pro-rated Deferred Share Unit Payment in respect of such Deferred Share Units based on the number of days that he or she was an Eligible Director in such year.

No amount will be paid to, or in respect of, an Eligible Director under this Plan or pursuant to any other arrangement, and no other additional Deferred Share Units will be granted, to compensate for a downward fluctuation in the value of the Shares of the Company nor will any other benefit be conferred upon, or in respect of, an Eligible Director for such purpose.

Subject to the terms of the Deferred Share Unit Grant Letter and this Part 5, all Deferred Share Units that are not Vested and do not become Vested shall be immediately forfeited. For greater certainty, an Eligible Director shall have no right to receive Shares or a cash payment as compensation, damages or otherwise, whether related or attributable to any contractual or common law notice period or otherwise, with respect to any Deferred Share Units that do not become Vested or are forfeited hereunder.

5.5 Death of Participant

In the event of the death of an Eligible Director, the Deferred Share Units then credited to such Eligible Director’s Deferred Share Unit Account shall be redeemed automatically and with no further action on the 20th business day following the death of an Eligible Director.

5.6 Payment of Dividends

Except as otherwise provided in the Deferred Share Unit Grant Letter, in the event that a cash dividend (other than an extraordinary or special dividend) is declared and paid by the Company on the Shares to shareholders of record as of a record date occurring during the period from the grant date of a Deferred Share Unit (as set out in the Deferred Share Unit Grant Letter) to the date of settlement of the Deferred Share Units, a number of dividend equivalent Deferred

Share Units shall be credited to the Deferred Share Unit Account of the Eligible Director. The number of such dividend equivalent Deferred Share Units will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Eligible Director if the Deferred Share Units (including Deferred Share Units that have Vested but have not been settled) in the Participant's Deferred Share Unit Account on the dividend record date had been outstanding Shares (and the Participant held no other Shares) by (b) the Fair Market Value of the Shares on the date on which such dividends were paid. The additional Deferred Share Units granted to an Eligible Director will be subject to the same terms and conditions, including with respect to Vesting and settlement, as the corresponding Deferred Share Units.

5.7 Blackout Period

If an Eligible Director's Deferred Share Units would, in the absence of this Section 5.7, be settled within a Blackout Period applicable to such Eligible Director, such settlement shall be postponed until the earlier of the tenth (10th) business day following the date on which such Blackout Period ends and the otherwise applicable date for the settlement of the Eligible Director's Deferred Share Units, as determined in accordance with Section 5.4 or Section 5.5.

5.8 No Rights to Shares

Deferred Share Units are not Shares and a grant of Deferred Share Units will not entitle an Eligible Director to any shareholder rights, including, without limitation, voting rights, dividend entitlement or rights on liquidation.

PART 6 WITHHOLDING TAXES

6.1 Withholding Taxes

So as to ensure that the Company or a subsidiary of the Company, as applicable, will be able to comply with the applicable obligations under any federal, provincial, state or local law relating to the withholding of tax or other required deductions, the Company or any subsidiary of the Company shall take such steps as are considered necessary or appropriate to so comply, including (a) withholding or causing to be withheld from an amount payable to a Participant, whether under the Plan or otherwise, such amount as may be necessary to permit the Company or any subsidiary of the Company to so comply, (b) selling on a Participant's behalf, or requiring a Participant to sell, Shares issued under this Plan, and retaining any amount payable which would otherwise be provided or paid to such Participant in connection with any such sale or (c) requiring, as a condition to the delivery of Share hereunder, that such Participant make such arrangements as the Company may require so that the Company and its subsidiaries can so comply, including requiring such Participant to remit an amount to the Company or a subsidiary of the Company in advance, or reimburse the Company or any subsidiary of the Company for payments made, in satisfaction of any such withholding obligations or other required deductions.

PART 7 GENERAL

7.1 Number of Shares

The aggregate number of Shares that may be issued under this Plan from treasury shall not exceed 20% of the outstanding issue from time to time. For the purposes of this Section 7.1, "outstanding issue" means the total number of Shares, on a non-diluted basis, that are issued and outstanding immediately prior to the date that any Shares are reserved for issuance pursuant to an Award. Where an Award is subject to Performance Conditions, the maximum aggregate number of Shares that might possibly be issued pursuant to such Performance Conditions must be included in calculating the total number of Shares available for grant under the Plan. All dividend equivalent Restricted Share Units and Deferred Share Units shall also be included when computing the total number of Shares available for grant under the Plan.

7.2 Lapsed Awards

If any Awards shall expire, terminate or be cancelled for any reason without being exercised or settled in the form of Shares issued from treasury, subject to any restrictions that may be imposed by the Exchange, including, without limitation, the restriction that if an Option is cancelled prior to its expiry date, the Company shall post notice of the cancellation and shall not grant new Options to the same Participant until 30 days have elapsed from the date of

cancellation, any unissued Shares to which such Award related shall be available for the purposes of the granting of further Awards under the Plan. Notwithstanding the foregoing, if Shares are issued pursuant to Section 3.5, the number of Options surrendered, and not the number of Shares actually issued by the Company, shall be included in computing the total number of Shares available for grant under the Plan.

7.3 Adjustment in Shares Subject to this Plan

Notwithstanding any other provision of the Plan, and subject to applicable law, including, if necessary, the approval of the Exchange, if there is any change in the Shares through the declaration of a dividend (other than dividends in the ordinary course), through any consolidation, subdivision or reclassification of Shares, through any recapitalization, amalgamation, arrangement, merger, combination or exchange of Shares, through the distribution of rights to holders of Shares or any other relevant changes to the authorized or issued capital of the Company, if the Board shall determine that an equitable adjustment should be made, such adjustment shall, subject to applicable law, be made by the Board to (i) the number of Shares subject to the Plan, (ii) the securities subject to any Award, (iii) any Options then outstanding, including the exercise price of any such Option and (iv) any Restricted Share Units or Deferred Share Units then outstanding, and such adjustment shall be effective, conclusive and binding for all purposes of this Plan.

No adjustment provided for pursuant to this Section 7.3 shall require the Company to issue fractional Shares or consideration in lieu thereof in satisfaction of its obligations under the Plan. Any fractional interest in a Share that would, except for the provisions of this Section 7.3, be deliverable upon the exercise or settlement of any Award shall be cancelled and not deliverable by the Company.

7.4 Change of Control

In the event of a Change of Control prior to the Vesting of an Award, and subject to the terms of a Participant's written employment agreement or contract for services with the Company or a subsidiary of the Company and the applicable instrument of grant evidencing an Award and applicable law, including, if required, the approval of any Exchange, the Board shall have full authority to determine, in its sole discretion, the effect, if any, of a Change of Control on the Vesting, exercisability, settlement or lapse of restrictions applicable to an Award, which effect may be specified in the applicable instrument of grant evidencing an Award or determined at a subsequent time. Subject to applicable law, including, if required, the approval of any Exchange, the Board shall, at any time prior to, coincident with or after the effective time of a Change of Control, take such actions as it may consider appropriate, including, without limitation:

- (a) provide for the acceleration of any Vesting or exercisability of an Award;
- (b) provide for the deemed attainment of Performance Conditions relating to an Award;
- (c) provide for the lapse of restrictions relating to an Award;
- (d) provide for the assumption, substitution, replacement or continuation of any Award by a successor or surviving entity (or a parent or subsidiary thereof) with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving entity (or a parent or subsidiary thereof);
- (e) provide that an Award shall terminate or expire unless exercised or settled in full on or before a date fixed by the Board; or
- (f) terminate or cancel any outstanding Award in exchange for a cash payment (provided that, if as of the date of the Change of Control, the Board determines that no amount would have been realized upon the exercise or settlement of the Award, then the Award may be cancelled by the Company without payment of consideration).

7.5 Transferability

Any Awards accruing to any Participant in accordance with the terms and conditions of this Plan shall not be transferable unless specifically provided herein. During the lifetime of a Participant all Awards may only be exercised by the Participant. Awards are non-transferable except by will or by the laws of descent and distribution.

7.6 Employment/ No Additional Rights

Nothing contained in this Plan or any agreement or instrument made or issued pursuant to this Plan shall confer upon any Participant any right with respect to employment or continuance of employment with or service or continued service to the Company or any Affiliate, to be entitled to any remuneration or benefits not set forth in the Plan or any agreement or instrument made or issued pursuant to this Plan or interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment or service arrangement at any time. Participation in this Plan by a Participant is voluntary.

Neither the designation of an individual as a Participant, nor the grant of any Award to any Participant, entitles any person to an Award, or any additional Award, as the case may be. For greater certainty, the Board's decision to approve an Award in any period shall not require the Board to approve an Award to any Participant in any other period; nor shall the Board's decision with respect to the size or terms and conditions of an Award in any period require it to approve an Award of the same or similar size or with the same or similar terms and conditions to any Participant in any other period. The Board shall not be precluded from approving an Award to any Participant solely because such Participant may have previously received an Award under this Plan or any other similar compensation arrangement of the Company or a subsidiary of the Company. No Eligible Director or Eligible Employee has any claim or right to receive an Award except as may be provided in a written employment or services agreement between an Eligible Director or Eligible Employee and the Company or a subsidiary of the Company.

7.7 Record Keeping

The Company shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Awards granted to each Participant and relevant details regarding such Awards; and
- (c) such other information as the Board may determine.

7.8 Amendments to Plan/Termination

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, modify, suspend or terminate this Plan or any Award granted under this Plan without shareholder approval, including, without limiting the generality of the foregoing: changes of a clerical, grammatical or "housekeeping" nature, changes regarding the persons eligible to participate in this Plan, changes to the exercise price, Vesting, term and termination provisions of the Award, changes to the Net Settlement Right provisions, changes to the provisions relating to a Change in Control, changes to the authority and role of the Board under this Plan, and any other matter relating to this Plan and the Awards that may be granted hereunder, provided however that:

- (a) such amendment, modification, suspension or termination is in accordance with applicable laws and the rules of any Exchange;
- (b) no amendment to this Plan or to an Award granted hereunder will have the effect of impairing, derogating from or otherwise adversely affecting the terms of an Award which is outstanding at the time of such amendment without the written consent of the holder of such Award, provided that holder consent shall not be required where the amendment is required for purposes of compliance with applicable law;
- (c) the terms of an Option will not be amended once issued; and
- (d) the expiry date of an Option Period in respect of an Option shall not be more than ten years from the date of grant of an Option, except as expressly provided in Section 3.4.

Notwithstanding the foregoing, the Board may amend the Plan and any Award without the approval of shareholders or Participants in order to satisfy the requirements of any Exchange.

If this Plan is terminated, the provisions of this Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of this Plan, the Board shall remain able to make such amendments to this Plan or the Award as they would have been entitled to make if this Plan were still in effect.

7.9 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 this Plan.

7.10 Section 409A

It is intended that any payments under this Plan to US Taxpayers shall be exempt from or comply with Section 409A of the Code, and all provisions of this Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Section 409A of the Code.

7.11 Compliance with Applicable Law, etc.

The Company's obligation to deliver (or cause to be delivered) any Shares hereunder is subject to compliance with applicable law. Each Participant acknowledges and agrees (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that the Participant will, at all times, act in strict compliance with applicable law and all other laws and any policies of the Company applicable to the Participant in connection with the Plan, including, without limitation, any insider trading policies of the Company, and to furnish the Company all information and undertakings as may be required to permit compliance with applicable law.

7.12 Term of the Plan

This Plan shall remain in effect until it is terminated by the Board.

PART 8 ADMINISTRATION OF THIS PLAN

8.1 Administration by the Board

- (a) Unless otherwise determined by the Board, this Plan shall be administered by the Board or a Board committee designated by the Board in accordance with its terms and subject to applicable law.
- (b) The Board (or Board committee, as the case may be) shall have full and complete discretionary authority, where consistent with the general purpose and intent of this Plan and subject to the specific provisions of this Plan and applicable law, in addition to any authority of the Board specified under any other terms of the Plan, to:
 - (i) interpret the Plan and instruments of grant evidencing Awards (including Restricted Share Unit Grant Letters and Deferred Share Unit Grant Letters);
 - (ii) prescribe, adopt, rescind and amend such rules and regulations and make all determinations necessary or desirable for the administration and interpretation of this Plan and instruments of grant evidencing awards, including (i) requiring, as a condition of any such Award, the Participant receiving the Award to complete any requisite forms or filings required by applicable law and (ii) such rules and regulations as are necessary to ensure that Eligible Employees are eligible to receive Awards hereunder;
 - (iii) correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any related agreement or instrument in the manner and to the extent it shall deem expedient to carry this Plan into effect;

- (iv) determine those Eligible Directors and Eligible Employees who may receive Awards as Participants, grant one or more Awards to such Participants and approve or authorize the applicable form and terms of the related instruments of grant evidencing such Awards;
 - (v) determine the terms and conditions of Awards granted to any Participant, including, without limitation, as applicable (A) the number of Shares subject to an Award, (B) the exercise price for Shares subject to an Option, (C) the conditions to the Vesting of an Award or any portion thereof, including, as applicable, the period for achievement of any applicable Performance Conditions as a condition to Vesting and the conditions, if any, upon which Vesting of any Award or portion thereof will be waived or accelerated without any further action by the Board, (D) the circumstances upon which an Award or any portion thereof shall be forfeited, cancelled or expire, (E) the consequences of a Termination with respect to an Award, (F) the manner of exercise or settlement of the Vested portion of an Award and (G) whether, and the terms upon which, any Shares delivered upon exercise or settlement of an Award must be held by a Participant for any specified period of time;
 - (vi) determine whether, and the extent to which, any Performance Conditions or other conditions applicable to the Vesting of an Award have been satisfied or shall be waived or modified;
 - (vii) make such rules, regulations and determinations as it deems appropriate under the Plan in respect of any leave of absence or Disability of any Participant. Without limiting the generality of the foregoing, the Board shall be entitled to determine (A) whether or not any such leave of absence shall constitute a Termination within the meaning of the Plan and (B) the impact, if any, of any such leave of absence on Awards issued under the Plan made to any Participant who takes such leave of absence (including, without limitation, whether or not such leave of absence shall cause any Awards to expire and the impact upon the time or times such Awards shall be exercisable);
 - (viii) amend the terms of any instruments of grant evidencing Awards;
 - (ix) delegate, in whole or in part, any of its responsibilities, rights or powers under this Plan to a Board committee, on terms and conditions as it may determine and, the Board may appoint or engage a trustee, custodian or administrator to administer or implement the Plan or any aspect of it; and
 - (x) otherwise exercise the powers under this Plan as set forth herein.
- (c) Provided that they are made in accordance with this Plan and applicable law, all determinations, interpretation, constructions, rules, regulations or other acts of the Board (or Board committee, as the case may be) shall be final and conclusive and binding on all persons subject to the Plan.

Subject to Section 7.8, the Board (or a Board committee, as the case may be) may, from time to time, amend the Plan for the purpose of establishing one or more sub-plans for the benefit of Eligible Directors or Eligible Employees who are subject to the laws of a jurisdiction other than Canada in connection with their participation in the Plan. The Board (or a Board committee, as the case may be) may also prescribe terms for any instruments of grant evidencing Awards in respect of Eligible Directors or Eligible Employees who are subject to the laws of a jurisdiction other than Canada in connection with their participation in the Plan that are different than the terms of the instruments of grant evidencing Awards for Eligible Directors or Eligible Employees who are subject to the laws of Canada and/or deviate from the terms of the Plan set out herein, for the purpose of compliance with applicable law in such other jurisdiction or where, in the Board's (or the Board committee's, as the case may be) opinion, such terms or deviations are necessary or desirable to obtain more advantageous treatment for the Company a subsidiary of the Company or the Eligible Director or Eligible Employee in respect of the Plan under the applicable law of the other jurisdiction. Notwithstanding the foregoing, the terms of any instruments of grant evidencing Awards authorized pursuant to this Section 8.1(d) shall be consistent with the Plan to the extent practicable, having regard to the applicable law of the jurisdiction in question and in no event shall contravene any such applicable law.

SCHEDULE “B”

AUDIT COMMITTEE CHARTER

This Charter establishes the composition, the authority, roles and responsibilities and the general objectives of Reflex Advanced Materials Corp. (the “**Company**”) audit committee, or its Board of Directors in lieu thereof (the “**Audit Committee**”). The roles and responsibilities described in this Charter must at all times be exercised in compliance with the legislation and regulations governing the Company and any subsidiaries.

Composition

- **Number of Members.** The Audit Committee must be comprised of a minimum of three directors of the Company, a majority of whom will be independent. Independence of the board members will be as defined by applicable legislation.
- The members of the Committee will be appointed by the board of directors of the Company (“**Board**”) annually at the first meeting of the Board following the annual meeting of the shareholders, to serve until the next annual meeting of shareholders or until their successors are duly appointed.
- **Chair.** The Board will designate one member to act as chair of the Audit Committee (the “**Chair**”) or, if it fails to do so, the members of the Audit Committee will appoint the Chair among its members.
- **Financially Literacy.** All members of the audit committee will be financially literate as defined by applicable legislation. If upon appointment a member of the Audit Committee is not financially literate as required, the person will be provided with a period of three months to acquire the required level of financial literacy.

Meetings

- **Meetings and Quorum.** The Audit Committee will meet at least quarterly, with the authority to convene additional meetings as circumstances require. A majority of the members of the Audit Committee will constitute a quorum.
- **Agenda.** The Chair will set the agenda for each meeting, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to all Audit Committee members for members to have a reasonable amount of time to review the materials prior to the meeting.
- **In Camera Sessions.** The Audit Committee will, when appropriate, hold in camera sessions without management present.
- **Minutes.** The Audit Committee will keep minutes of its meetings which will be available for review by the Board. The Audit Committee may appoint any person who need not be a member, to act as the secretary at any meeting. The Audit Committee may invite such officers, directors and employees of the Company and such other advisors and persons as it may see fit, from time to time, to attend at meetings of the Audit Committee.

Roles and Responsibilities

The roles and responsibilities of the Audit Committee include the following:

External Auditor

The Audit Committee will:

- (a) *Selection of the external auditor.* Select, evaluate and recommend to the Board, for shareholder approval, the Auditor to examine the Company’s accounts, controls and financial statements.

- (b) *Scope of Work.* Evaluate, prior to the annual audit by the Auditors, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.
- (c) *Compensation.* Recommend to the Board the compensation to be paid to the external auditors.
- (d) *Replacement of Auditor.* If necessary, recommend the replacement of the Auditor to the Board of Directors.
- (e) *Approve Non-Audit Related Services.* Pre-approve all non-audit services to be provided by the Auditor to the Company or its subsidiaries.
- (f) *Direct Responsibility for Overseeing Work of Auditors.* Must directly oversee the work of the Auditor. The Auditor must report directly to the Audit Committee.
- (g) *Resolution of Disputes.* Assist with resolving any disputes between the Company's management and the Auditors regarding financial reporting.

Consolidated Financial Statements and Financial Information

The Audit Committee will:

- (a) *Review Audited Financial Statements.* Review the audited consolidated financial statements of the Company and related MD&A, discuss those statements with management and with the Auditor, and recommend their approval to the Board.
- (b) *Review of Interim Financial Statements.* Review and discuss with management the quarterly consolidated financial statements and related MD&A, and recommend their approval by the Board.
- (c) *Public Disclosure.* Review the annual and interim financial statements and related MD&A, news releases that contain significant financial information that has not previously been released to the public, and any other public disclosure documents that are required to be reviewed by the Audit Committee under any applicable laws and satisfy itself that the documents do not contain any untrue statement of material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made before the Corporation publicly discloses this information.
- (d) *Auditor Reports and Recommendations.* Review and consider any significant reports and recommendations issued by the Auditor, together with management's response, and the extent to which recommendations made by the Auditor have been implemented.

Risk Management, Internal Controls and Information Systems

The Audit Committee will:

- (a) *Internal Control.* Review with the Auditors and with management, the general policies and procedures used by the Company with respect to internal accounting and financial controls. Remain informed, through communications with the Auditor, of any weaknesses in internal control that could cause errors or deficiencies in financial reporting or deviations from the accounting policies of the Company or from applicable laws or regulations.
- (b) *Financial Management.* Periodically review the team in place to carry out financial reporting functions, circumstances surrounding the departure of any officers in charge of financial reporting, and the appointment of individuals in these functions.
- (c) *Accounting Policies and Practices.* Review management plans regarding any changes in accounting practices or policies and the financial impact thereof.
- (d) *Litigation.* Review with the Auditors and legal counsel any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Company and the manner in which these matters are being disclosed in the consolidated financial statements.

- (e) *Other.* Discuss with management and the Auditors correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Company's financial statements or disclosure.

Complaints

- (a) *Accounting, Auditing and Internal Control Complaints.* The Audit Committee must establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters.
- (b) *Employee Complaints.* The Audit Committee must establish a procedure for the confidential transmittal on condition of anonymity by the Company's employees of concerns regarding questionable accounting or auditing matters.

Authority

- (a) *Auditor.* The Auditor, and any internal auditors hired by the company, will report directly to the Audit Committee.
- (b) *To Retain Independent Advisors.* The Audit Committee may, at the Company's expense and without the approval of management, retain the services of independent legal counsels and any other advisors it deems necessary to carry out its duties and set and pay the monetary compensation of these individuals.

Reporting

The Audit Committee will report to the Board on:

- (a) the Auditor's independence;
- (b) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;
- (c) the reappointment and termination of the Auditor;
- (d) the adequacy of the Company's internal controls and disclosure controls;
- (e) the Audit Committee's review of the annual and interim consolidated financial statements;
- (f) the Audit Committee's review of the annual and interim management discussion and analysis;
- (g) the Company's compliance with legal and regulatory matters to the extent they affect the financial statements of the Company; and
- (h) all other material matters dealt with by the Audit Committee.

SCHEDULE “C”
FORM 58-101F2
CORPORATE GOVERNANCE DISCLOSURE

The Board believes that good corporate governance improves corporate performance and benefits all shareholders.

National Policy 58-201 – *Corporate Governance Guidelines* (“**NP 58-201**”) provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Corporation. In addition, National Instrument 58-101 – *Disclosure of Corporate Governance Practices* prescribes certain disclosure by the Corporation of its corporate governance practices. This disclosure is presented below.

Board Of Directors

The board of directors of the Corporation (the “**Board**”) discharges its responsibility for overseeing the management of the Corporation’s business by delegating to the Corporation’s senior officers (the “**Management**”) the responsibility for day-to-day management of the Corporation. The Board facilitates its exercise of independent supervision over the Corporation’s management through frequent meetings of the Board. The Board discharges its responsibilities both directly and through standing committees; namely, the Audit Committee.

The Board currently consists of four directors, two of whom are considered independent based on the tests for independence set forth National Instrument 52-110 – *Audit Committees*. Paul Gorman is not independent by virtue of serving as CEO of the Corporation, and David Bowen is not independent by virtue of having served as the CEO of the Corporation within the last three years.

Directorships

The following directors of the Corporation presently serve as directors of other reporting issuers as indicated below:

<u>Name</u>	<u>Other Reporting Issuer</u>
Michael Elliot Meyers	Running Fox Resource Corp. (TSXV: RUN)

The Board does not currently hold regularly scheduled meetings at which non-independent Directors and members of Management are not in attendance, but will hold *in camera* sessions with only independent Directors present as the need arises.

Orientation and Continuing Education

The Board does not have a formal process for the orientation of new Board members. Orientation is done on an informal basis. New Board members are provided with such information as is considered necessary to ensure that they are familiar with the Corporation’s business and understand the responsibilities of the Board, including an orientation package which includes reports on operations and results, and any public disclosure filings by the Corporation, as may be applicable. Board meetings are held virtually or at the Corporation’s offices and, from time to time, are combined with presentations by the Corporation’s management to give the directors additional insight into the Corporation’s business. In addition, management of the Corporation makes itself available for discussion with all Board members

The Board does not have a formal program for the continuing education of its directors. The Corporation expects and encourages its directors to pursue such continuing education opportunities as may be required to ensure that they maintain the skill and knowledge necessary to fulfill their duties as members of the Board. Directors can consult with the Corporation’s professional advisors regarding their duties and responsibilities, as well as recent developments relevant to the Corporation and the Board.

Ethical Business Conduct

The Board expects Management to operate the business of the Corporation in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Corporation’s business plan and to meet performance goals and objectives according to the highest ethical standards.

The Board has found that the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board 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.

Nomination of Directors

The Board as a whole is responsible for reviewing the composition and contribution of the Board and its members and recommending Board nominees.

While there are no explicit criteria for Board membership, the Board attempts to attract and maintain directors with relevant business knowledge in areas such as transportation, accounting, finance and capital markets. Nominations tend to be the result of recruitment efforts by Management or individual directors and discussions among the members of the Board prior to the consideration of the Board as a whole.

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of view and experience.

Compensation

The compensation of directors and the executive officers, including the CEO and the CFO, is determined by the Board as a whole. Such compensation is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

Other Board Committees

The Board does not have any standing committees other than the Audit Committee.

Assessments

Due to its size, the Board does not have any formal process for assessing the effectiveness of the Board, its committees, or individual directors. The Board as a whole is expected to evaluate the effectiveness of the Board, its committees and individual directors on an annual basis.