VALORE METALS CORP.

MANAGEMENT INFORMATION CIRCULAR
FOR THE 2023 ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS

April 13, 2023

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INTRODUCTION

The information in this this Management Information Circular (the "**Circular**") is as of April 13, 2023, unless otherwise indicated.

References to "**we**", "**us**", "**our**" and "**the Company**" refer to ValOre Metals Corp. and all entities controlled by it unless the context otherwise requires. "**Shareholders**", "**You**" and "**your**" refer to holders of Common Shares (as defined herein). "**Registered Shareholders**" means Shareholders whose names appear on the records of the Company as the registered holders of Common Shares, "**Non-Registered 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 Non-Registered Shareholders.

This Circular is provided in connection with our annual general & special meeting of shareholders of the Company (the "**Meeting**") to be held on May 12, 2023 at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6. Your proxy is solicited by the management of the Company for the items described in the accompanying Notice of Meeting (the "**Notice**").

FORWARD LOOKING STATEMENTS

INFORMATION CONTAINED IN THIS CIRCULAR

No person has been authorized to give any information or to make any representation in connection with the matters being considered herein other than those contained in this Circular and, if given or made, such information or representation should be considered or relied upon as not having been authorized. This Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer of proxy solicitation. Neither the delivery of this Circular nor any distribution of securities referred to herein shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Circular. Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors in connection with the matters considered in this Circular. The Arrangement (as defined herein) has not been approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or merits of the Arrangement or upon the accuracy or adequacy of the information contained in this Circular and any representation to the contrary is unlawful. Neither the TSX Venture Exchange nor the Canadian Securities Exchange has reviewed nor approved the disclosure in this Circular.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS AND RISKS

This Circular and the documents incorporated into this Circular by reference, contain "forward-looking information" within the meaning of the applicable Canadian securities legislation (forward-looking information and forward-looking statements being collectively herein after referred to as "forward-looking statements") that are based on expectations, estimates and projections as at the date of this Circular or the dates of the documents incorporated herein by reference, as applicable. These forward-looking statements include but are not limited to statements and information concerning the Arrangement; the timing for the implementation of the Arrangement and the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; steps of the Arrangement; statements relating to the business and future activities of, and developments related to, the Company and LUR after the date of this Circular and prior to the Effective Time (as defined herein) and to and of the Company and LUR after the Effective Time; receipt of approval of the Shareholders and Court (as defined herein) approval of the Arrangement; regulatory approval of the Arrangement and related transactions; listing of the LUR Consideration Shares on the CSE; market position, and future financial or operating performance of the Company or LUR; and other events or conditions that may occur in the future. Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often but not always using phrases such as "expects", or "does not expect", "is expected", "anticipates" or "does not anticipate", "plans", "budget", "scheduled", "forecasts", "estimates", "believes" or "intends" or variations of such words and phrases or stating that certain actions, events or results "may" or "could", "would", "might", or "will" be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements. These

forward-looking statements are based on the beliefs of the Company's management, as well as on assumptions, which such management believes to be reasonable based on information currently available at the time such statements were made.

However, there can be no assurance that the forward-looking statements will prove to be accurate. Such assumptions and factors include, among other things, the satisfaction of the terms and conditions of the Arrangement including the approval of the Arrangement and fairness by the Court, and the receipt of the required governmental, Shareholder and regulatory approvals and consents. By their nature, forward-looking statements are based on assumptions and involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company or LUR to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements are subject to a variety of risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation: the Arrangement Agreement (as defined herein) may be terminated in accordance with the terms thereof; general business, economic, competitive, political, regulatory and social uncertainties; risks related to instability in the global economic climate; dilutive effects to Shareholders; risks related to the ability to complete acquisitions; risks related to the ability of the Company and LUR to successfully market their respective products and services; environmental risks; and regulatory risks. This list is not exhaustive of the factors that may affect any of forward-looking statements of the Company and LUR.

Forward-looking statements are statements about the future and are inherently uncertain. Actual results could differ materially from those projected in the forward-looking statements as a result of the matters set out or incorporated by reference in this Circular generally and certain economic and business factors, some of which may be beyond the control of the Company and LUR. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the heading "*Risks Associated with the Arrangement*" and in Schedule "A" to this Circular under the heading "*Information Regarding LUR — Risk Factors*". The Company and LUR do not intend, and do not assume any obligation, to update any forward-looking statements, other than as required by applicable law. For all of these reasons, Shareholders should not place undue reliance on forward-looking statements.

NOTE TO UNITED STATES SECURITYHOLDERS

THE ARRANGEMENT AND THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE IN THE UNITED STATES, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE IN THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The New Shares and the LUR Consideration Shares to be issued, or distributed, as applicable, by the Company to Shareholders in the United States, pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act (as defined herein) or the securities laws of any state of the United States, and will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereunder on the basis of the approval of the Court, and corresponding exemptions under the securities laws of each state of the United States in which Shareholders in the United States are domiciled. The exemption from registration under Section 3(a)(10) of the U.S. Securities Act exempts from registration the issuance of any securities in exchange for one or more bona fide outstanding securities where, among other things, the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing at which the fairness of the terms and conditions of such exchange are approved at which all persons to whom it is proposed to issue securities in such exchange have the right to appear and receive timely and adequate notice thereof. The Court issued the Interim Order (as defined herein) on April 13, 2023 and, subject to the approval of the Arrangement by the Shareholders, a hearing for the Final Order (as defined herein) approving the Arrangement will be held on May 17, 2023 at 9:45 a.m. (Vancouver Time) (or as soon thereafter as legal counsel can be heard) at 800 Smithe Street, Vancouver, British Columbia, Canada . All Shareholders are entitled to appear and be heard at this hearing. Accordingly, the Final Order, if granted by the Court after the Court considers the substantive and procedural fairness of the Arrangement, will constitute a basis for the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) with respect to the New Shares and LUR Consideration Shares to be issued or distributed, as applicable, in connection with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order. See "*Court Approval of the Arrangement*".

The LUR Consideration Shares to be distributed to Shareholders in the United States under the Arrangement will be freely transferable under U.S. federal securities laws, except that the U.S. Securities Act imposes restrictions on any resale of LUR Consideration Shares received pursuant to the Arrangement by any Shareholder in the United States who is an "affiliate" of LUR (as such term is defined in Rule 405 under the U.S. Securities Act) at the time of the resale of LUR Consideration Shares or who was an affiliate of LUR within the 90 days immediately before such resale (including within the 90 days prior to the Effective Date). Persons who may be deemed to be affiliates of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such LUR Consideration Shares by such an affiliate (or former affiliate) of LUR may be subject to the registration requirements of the U.S. Securities Act, absent an exclusion or exemption therefrom, such as Rule 904 of Regulation S under the U.S. Securities Act and Rule 144 under the U.S. Securities Act, if available. Similar U.S. restrictions on transfer apply to the New Shares received by any Shareholder in the United States who is an affiliate of the Company at the time of any resale of the New Shares or who was an affiliate of the Company within the 90 days immediately before such resale (including the 90 days prior to the Effective Date). See "*Regulatory Law Matters and Securities Law Matters – United States Securities Law Matters*".

Shareholders should be aware that the acquisition by Shareholders of the New Shares and the LUR Consideration Shares pursuant to the Arrangement described herein may have tax consequences both in Canada and the United States. Such consequences for Shareholders may not be described fully herein. Shareholders who are resident in Canada are advised to review the summary contained in this Circular under the heading "*Certain Canadian Federal Income Tax Considerations*", U.S. shareholder are advised to review the summary contained in this Circular under the heading "*Certain United States Federal Income Tax Considerations*" and all Shareholders are urged to consult their own tax advisors to determine the particular tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction.

The Company is a company existing under the laws of British Columbia, Canada. The solicitation of proxies by the Company is being made and the transactions contemplated herein is undertaken by a Canadian issuer in accordance with Canadian corporate and securities laws and is not subject to the requirements of Section 14(a) of the Exchange Act (as defined herein) by virtue of an exemption applicable to proxy solicitations by "foreign private issuers" (as defined in Rule 3b-4 under the Exchange Act). Accordingly, this Circular has been prepared in accordance with the applicable disclosure requirements in Canada, and the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and securities laws, which are different from the requirements applicable to proxy solicitations under the Exchange Act. Shareholders should be aware that disclosure requirements under such Canadian laws are different from requirements under United States corporate and securities laws relating to issuers organized under United States laws, and this Circular has not been filed with or approved by the Securities and Exchange Commission or the securities regulatory authority of any state within the United States.

The enforcement by Shareholders in the United States of civil liabilities under United States federal securities laws may be affected adversely by the fact that each of the Company and LUR are incorporated in jurisdictions outside the United States, certain of their directors and executive officers are residents of Canada and certain of their assets and the assets of such persons are located outside the United States. Shareholders in the United States may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court. As a result, it may be difficult or impossible for Shareholders in the United States to effect service of process within the United States upon the Company, LUR, their respective officers or directors or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, Shareholders resident in the United States should not assume that Canadian courts: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the securities laws of the United States or "blue sky" laws of any state within the United States.

The financial statements of the Company, Subco (as defined herein) and LUR included or incorporated by reference herein have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") and are subject to Canadian auditing and auditor independence standards. As a result, such financial statements and financial information of the Company, Subco and LUR may not be comparable to and may differ in material ways to financial statements prepared in accordance with

United States generally accepted accounting principles ("**U.S. GAAP**") and United States auditing and auditor independence standards. U.S. Holders of Common Shares should consult with their own professional advisors for an understanding of the differences between IFRS and U.S. GAAP, and of how those differences might affect the financial information presented herein.

No broker, dealer, salesperson or other person has been authorized to give any information or make any representation other than those contained in this Circular and, if given or made, such information or representation must not be relied upon as having been authorized by the Company.

CURRENCY AND EXCHANGE RATES

Unless otherwise indicated herein, references to "$", "Cdn$" or "Canadian dollars" are to Canadian dollars.

GLOSSARY OF TERMS

In this Circular and accompanying Notice of Meeting, unless there is something in the subject matter inconsistent therewith, the following terms shall have the respective meanings set out below, words importing the singular number shall include the plural and vice versa and words importing any gender shall include all genders.

“**2023 Option Plan**” has the meaning ascribed thereto under “*Business of the Meeting – Approval of New Stock Option Plan*”.

“**ACB**” means “adjusted cost base”, as defined in the Tax Act.

“**Advance Notice Policy**” has the meaning ascribed thereto under “*Business of the Meeting – Election of Directors*”.

“**affiliate**” has the meaning ascribed to that term in the National Instrument 45-106 – Prospectus Exemptions.

“**Angilak Property**” means the mineral claims, the mineral leases and the Mineral Exploration Agreement comprising the Angilak property, located in the Kivalliq region of the Nunavut Territory, including all surface and ancillary rights granted thereunder;

“**Arrangement**” means the arrangement of the Company under Division 5 Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order, with the prior consent of LUR and the Company, each acting reasonably.

“**Arrangement Agreement**” means the arrangement agreement dated effective March 13, 2023 between the Company and LUR, including all schedules thereto.

“**Arrangement Resolution**” means the special resolution of the Shareholders approving the Plan of Arrangement which is to be considered at the Meeting, substantially in the form set forth in “*Business of the Meeting – Approval of the Plan of Arrangement*”.

“**BCBCA**” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**Board**” means the board of directors of the Company as constituted from time to time.

“**Canaccord**” means Canaccord Genuity Corp.

“**Canada-US Treaty**” means the Convention Between Canada and the United States of America with Respect to Taxes on Income and on Capital.

“**Business Day**” means any day that is not a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia.

“**Canadian Securities Administrators**” means the voluntary umbrella organization of Canada’s provincial and territorial securities regulators.

“**Cash Consideration**” means $3,000,000.

“**Circular**” means this information circular to be sent to Shareholders in connection with the Meeting, including the Schedules hereto.

“**Class A Common Shares**” the shares of the Company resulting from the alteration of the Company’s authorized share capital and Articles by the renaming and redesignation of all the issued and unissued Common Shares.

“**Code**” has the meaning ascribed thereto under the heading “*Certain United States Federal Income Tax Considerations*”.

"**Common Shares**" means the issued and outstanding common shares of the Company and, following the renaming and redesignation of such common shares as Class A Common Shares in accordance with the Plan of Arrangement, means the Class A Common Shares.

"Company" or **"ValOre"** means ValOre Metals Corp., a corporation existing under the BCBCA.

"**Company Private Placement**" means the proposed non-brokered private placement by the Company of up to 17,500,000 Company Units at a price of $0.20 per Company Unit for total gross proceeds of up to $3,500,000 to be completed in advance of the Arrangement.

"**Company Units**" means the units of the Company, with each unit consisting of one Common Share and one-half of one Common Share purchase warrant, with each whole such warrant entitling the holder thereof to acquire one Common Share at a price of $0.30 for a period of 24 months.

"**Consideration**" means, collectively, the Cash Consideration and the LUR Share Consideration to be received by the Company pursuant to the Plan of Arrangement in consideration for the Subco Shares held by the Company.

"**Conveyance Agreement**" means the agreement between the Company and the Subco to effect the sale, transfer and assumption, as applicable, of the Purchased Assets to the Subco following the date of the Arrangement Agreement and prior to the Effective Date, in a form acceptable to the Company and LUR, each acting reasonably, and to include, without limitation, a mutually agreed upon purchase price allocation among the Purchased Assets, payment of transfer taxes and registration fees and GST;

"**Court**" means the Supreme Court of British Columbia.

"**CRA**" means the Canada Revenue Agency.

"**CSE**" means the Canadian Securities Exchange.

"**Earn-In Agreement**" means the earn-in agreement between the Company and LUR dated March 13, 2023.

"**Electing Shareholder**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Potential Application of PFIC Rules*".

"**Effective Date**" means the date designated by the Company and LUR by notice in writing as the effective date of the Arrangement, after the satisfaction or waiver (subject to applicable Laws) of all of the conditions to completion of the Arrangement as set forth in the Arrangement Agreement (excluding conditions that by their terms cannot be satisfied until the Effective Date) and delivery of all documents agreed to be delivered thereunder to the satisfaction of the parties thereto, acting reasonably, and in the absence of such agreement, three business days following the satisfaction or waiver (subject to applicable Laws) of all conditions to completion of the Arrangement as set forth in the Arrangement Agreement (excluding conditions that by their terms cannot be satisfied until the Effective Date).

"**Effective Time**" means 12:01 a.m. (Vancouver Time) on the Effective Date.

"**Endeavor**" means Endeavor Trust Company, the transfer agent and registrar in respect of the Common Shares.

"**Exchange Act**" means the United States Exchange Securities Act of 1934, as amended and the rules and regulations promulgated thereunder.

"**Fairness Opinion**" means the opinion delivered by Canaccord to the Board, a copy of which is attached as Schedule "C".

"**Final Order**" means the order of the Court approving the Arrangement under Section 291(4) of the BCBCA, and stating that the Arrangement serves as a basis of a claim to the exemption under Section 3(a)(10) of the U.S. Securities Act from the registration requirements otherwise imposed by the U.S. Securities Act regarding the distribution of securities pursuant to the Plan of Arrangement, after a hearing upon the procedural and substantive fairness of the terms and conditions of the

Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and LUR, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment, modification, supplement or variation is acceptable to both the Company and LUR, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied.

"**IASB**" means the International Accounting Standards Board.

"**ICFR**" means internal control over financial reporting.

"**IFRS**" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board.

"**IFRSIC**" means the IFRS Interpretations Committee.

"**Interim Order**" means the interim order of the Court to be issued following the application therefor submitted to the Court pursuant to Section 291(2) of the BCBCA as contemplated by the Arrangement Agreement, after being informed of the intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to LUR Consideration Shares issued pursuant to the Arrangement, in form and substance acceptable to both the Company and LUR, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both the Company and LUR, each acting reasonably.

"**IRS**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations*".

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any governmental entity or self-regulatory authority (including the CSE and the TSXV), and the term "**applicable**" with respect to such Laws and in a context that refers to one or more parties, means such Laws as are applicable to such party or its business, undertaking, property or securities and emanate from a person having jurisdiction over the party or parties or its or their business, undertaking, property or securities;

"**LUR**" means Labrador Uranium Inc., a company existing under the OBCA.

"**LUR Consideration Shares**" means the 100,000,000 LUR Shares to be issued pursuant to the Arrangement.

"**LUR Private Placement**" means the bought deal private placement of LUR Subscription Receipts for aggregate gross proceeds of at least $12,000,000.

"**LUR Shares**" means the common shares in the capital of LUR.

"**LUR Subscription Receipts**" means the subscription receipts of LUR to be issued pursuant to the LUR Private Placement, each entitling the holder thereof to receive, without any further act or consideration, one LUR Share, a portion of which shall be issued on a flow-through basis, and one-half of one common share purchase warrant of LUR.

"**Material Adverse Effect**" has the meaning ascribed thereto in the Arrangement Agreement.

"**Mark-to-Market Election**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Potential Application of PFIC Rules*".

"**Meeting**" means the special meeting of Shareholders to be held May 12, 2023 in accordance with applicable Law, for the purpose of considering and approving the Arrangement, amongst other matters, and any adjournment or postponement thereof.

"**Mineral Exploration Agreement**" means the amended and restated Inuit Owned Lands Mineral Exploration Agreement RI30-001 Sanaji, dated April 30, 2008, between Nunavut Tunngavik Incorporated and Kaminak Gold Corporation, as assigned to and assumed by the Company on April 30, 2008 and amended on December 1, 2009

"**New Policy 4.4**" has the meaning ascribed thereto under "*Business of the Meeting – Approval of New Stock Option Plan*".

"**New Shares**" means the newly created common shares in the capital of the Company to be issued in connection with Arrangement.

"**Non-Electing Shareholder**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Potential Application of PFIC Rules*".

"**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**Option Plan Date**" has the meaning ascribed thereto under "*Business of the Meeting – Approval of New Stock Option Plan*".

"**Outside Date**" means July 31, 2023 or such later date as may be agreed to in writing by the Company and LUR.

"**paid-up capital**" has the meaning ascribed to such term for the purposes of the Tax Act.

"**Person**" includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any governmental entity) or any other entity, whether or not having legal status.

"**PFIC**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Receipt of LUR Consideration Shares pursuant to the Arrangement*".

"**Plan of Arrangement**" means the plan of arrangement giving effect to the Arrangement in substantially the form appended as Schedule "D" hereto, including the appendices thereto, and any amendments, variations or supplements made thereto in accordance with the terms thereof or of the Arrangement Agreement or made at the direction of the Court in the Final Order.

"Pro Rata Share Distribution" means the pro rata distribution of the LUR Consideration Shares pursuant to the Plan of Arrangement to the holders of Common Shares of the Company outstanding on the Effective Date.

"**Proxy**" has the meaning ascribed thereto under the heading "*General Proxy Information*".

"**Purchased Assets**" has the meaning ascribed thereto in the Arrangement Agreement, and includes the Angilak Property.

"**QEF**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Potential Application of PFIC Rules*".

"**QEF-Election**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Potential Application of PFIC Rules*".

"**QFC**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Receipt of LUR Consideration Shares pursuant to the Arrangement*".

"**Registered Plan**" has the meaning ascribed thereto under the heading "*Business of the Meeting – Approval of the Plan of Arrangement*".

"**Registrar**" means the Registrar of Companies appointed under the BCBCA.

"**Regulatory Approvals**" means sanctions, rulings, consents, orders, exemptions, permits, waivers, early termination authorizations, clearances, written confirmations of no intention to initiate legal proceedings and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of governmental authorities, and includes any consent required from Nunavut Tunngavik Inc. ("**NTI**"), for the change of control of Subco.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the *Securities Act* (Ontario) and the regulations made thereunder.

"**Securities Laws**" means the Securities Act and the U.S. Securities Act, together with all other applicable state, federal and provincial securities Laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval as outlined in National Instrument 13-101 – *System for Electronic Document Analysis and Retrieval (SEDAR)*, which can be accessed online at www.sedar.com.

"**Special Committee**" has the meaning ascribed thereto under the heading "*Business of the Meeting – Approval of Plan of Arrangement – Background of the Transaction*".

"**Stock Option Plan**" means the existing stock option plan of the Company.

"**Subsidiary PFIC**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations – Passive Foreign Investment Company Rules*".

"**Subco**" means 5833 Nunavut Ltd., a wholly-owned subsidiary of the Company.

"**Subco Shares**" means Class A common shares of Subco.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time, and the regulations made thereunder.

"**Taxes**" means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any governmental entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any governmental entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, GST/HST, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti- dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada Pension Plan premiums or contributions imposed by any governmental entity, and any transferee liability in respect of any of the foregoing.

"**Treasury Regulations**" has the meaning ascribed thereto under the heading "*Certain United States Federal Income Tax Considerations*".

"**TSXV**" means the TSX Venture Exchange".

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

"**U.S. Holder**" means a beneficial owner of a Common Share who is, for U.S. federal income tax purposes: (i) an individual citizen or resident of the United States; (ii) a corporation or other entity classified as a corporation created or organized in or under the laws of the United States or any political subdivision thereof; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if: (i) a court within the United States can exercise primary supervision over it, and one or more United States persons have the authority to control all substantial decisions of the trust, or (ii) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder.

SUMMARY

This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Circular, including the Schedules which are attached to and form part of this Circular. Terms with initial capital letters in this summary are defined in the Glossary of Terms immediately preceding this summary.

The Meeting

The Meeting will be held at 10:00 a.m. (Vancouver Time) on May 12, 2023 subject to any necessary adjournment or postponement thereof. The Company is holding the Meeting at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6. Your proxy is solicited by the management of the Company for the items described in the accompanying Notice. The Company strongly recommends that Shareholders vote by Proxy or voting instruction form in advance to ease the voting tabulation at the Meeting by Endeavor.

Record Date

Only Shareholders of record at the close of business on April 10, 2023 will be entitled to receive notice of and vote at the Meeting, or any adjournment or postponement thereof.

Purpose of the Meeting

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to (i) set the number of directors at five (5); (ii) elect the nominee directors who are listed in the Circular; (iii) appoint Davidson & Company LLP as auditors; (iv) approve the New Stock Option Plan; (v) approve the Arrangement Resolution; and (vi) approve the repricing of previously granted stock options. The Board unanimously recommends that Shareholders vote FOR the foregoing matters. See "*Business of the Meeting*".

Voting at the Meeting

All Shareholders are strongly encouraged to cast their vote by submitting a completed form of proxy (or voting instruction form) prior to the Meeting by one of the means described in this Circular. Access to the meeting materials are available by visiting the Company's SEDAR profile at www.sedar.com.

These meeting materials are being sent to both Registered Shareholders and Non-Registered Shareholders. Only Registered Shareholders or the Persons they appoint as their proxyholders are permitted to vote at the Meeting. Non-Registered Shareholders should follow the instructions on the forms they receive from their Intermediaries so their Common Shares can be voted by the entity that is Registered Shareholder for their Common Shares. No other securityholder of the Company is entitled to vote at the Meeting. See "*General Proxy Information*".

The Parties to the Arrangement Agreement

The Company is an exploration company based in Vancouver, Canada, which currently has interests in exploration projects in northern Canada and Brazil. In addition to uranium exploration properties in Nunavut Territory and the Provinces of Saskatchewan and Manitoba, ValOre holds the Baffin Gold Property in Nunavut Territory and the Pedra Branca Platinum Group Elements Project in northeastern Brazil that hosts palladium (Pd) + platinum (Pt) + gold (Au) mineralization. The Company is a reporting issuer under the securities laws of British Columbia and Alberta and the Common Shares are listed and posted for trading on the TSXV under the symbol "VO".

LUR is a growth-oriented junior uranium company, purpose built to explore for and develop uranium in Labrador, Canada. LUR holds a dominant land position in the Central Mineral Belt, a well-known uranium and multi-commodity metal district. LUR is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and the LUR Shares are listed and posted for trading on the CSE under the symbol "LUR" and on the OTCQB Marketplace under the symbol "LURAF".

The Arrangement

Below is an overview of the Arrangement. For further details on the Arrangement, see "*Business of the Meeting – Approval of the Plan of Arrangement*". For further details on the other particulars to be acted upon at the Meeting, see "*Business of the Meeting*".

On March 13, 2021, the Company and LUR entered into the Arrangement Agreement, pursuant to which the parties agreed to effect the Arrangement by way of a court-approved Plan of Arrangement under Division 5 of Part 9 of the BCBCA. If completed, the Arrangement will result in, among other things, the Company transferring indirect ownership of the Angilak Property to LUR in exchange for the Cash Consideration and the LUR Consideration Shares, which LUR Consideration Shares will be distributed to Shareholders on a *pro rata* basis pursuant to the provisions of the Plan of Arrangement. See "*Principal Steps of the Arrangement*" below for additional details.

Pursuant to the Arrangement, the Company will transfer all of the Subco Shares to LUR in exchange for the Cash Consideration and the LUR Consideration Shares and the LUR Consideration Shares will be distributed, on a *pro rata* basis*,* to the Shareholders as a return of capital.

Prior to and as a condition to completion the Arrangement, the Company will transfer the Angilak Property to Subco and LUR will complete the LUR Private Placement for minimum gross proceeds of $12 million. In addition, the Company intends to complete the Company Private Placement prior to the closing of the Arrangement for gross proceeds of up to $3.5 million. Purchaser of Company Units under the Company Private Placement with those subscribers being eligible to receive their pro rata proportion of the LUR Consideration Shares under the Arrangement.

The Arrangement is subject to various approvals, including the approval of the Arrangement Resolution by the Shareholders at the Meeting, final approval of the TSXV, receipt of the Final Order from the Court and receipt of the Regulatory Approvals. See "*Regulatory Matters and Approvals*" in this Circular for additional details.

At the Meeting, Shareholders will be asked to consider and, if deemed fit, pass the Arrangement Resolution, the full text of which is set out below, approving the Arrangement and the Plan of Arrangement, all as further described below. In order to be effective, the Arrangement Resolution must be approved by at least two-thirds of the votes cast by the Shareholders present in person or represented by poxy and entitled to vote at the Meeting.

If the Arrangement Resolution is approved at the Meeting, the Regulatory Approvals are obtained, and the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect commencing at the Effective Time (which will be at 12:01 a.m. (Vancouver Time)) on the Effective Date (which is expected to be in the second quarter of 2023).

Consideration

Under the terms of the Plan of Arrangement, LUR will acquire all of the Subco Shares and the Company will receive 100,000,000 LUR Consideration Shares and $3,000,000 comprising the Cash Consideration. The LUR Consideration Shares will be distributed to the Shareholders on a pro rata basis pursuant to the Plan of Arrangement.

Background

The Arrangement Agreement was the result of arm's length negotiations between representatives of the Company and LUR and their respective legal and financial advisors. A summary of the material events, meetings, negotiations and discussions among representatives of the Company and LUR that preceded the execution and public announcement of the Arrangement Agreement is included in this Circular. See "*Business of the Meeting – Approval of the Plan of Arrangement – Background of the Arrangement*" for a description of the background to the Arrangement.

Recommendation of the Special Committee

After having undertaken a thorough review of, among other things, the terms of the Arrangement Agreement, the Court approval, the Fairness Opinion, and taking into account the best interests of the Company and the impact on the Company's

stakeholders, and following consultation with its professional advisors and having considered such other matters and information as it considered necessary and relevant, the Special Committee unanimously concluded that the Arrangement is in the best interests of the Company and is fair, from a financial point of view, to the Company. Accordingly, the Special Committee unanimously recommended that the Board approve the Arrangement Agreement and recommend that Shareholders vote FOR the Arrangement Resolution at the Meeting.

Recommendation of the Board

After having undertaken a thorough review of, among other things, the terms of the Arrangement Agreement, the Court approval, the Fairness Opinion and the recommendation of the Special Committee, and taking into account the best interests of the Company and the impact on the Company's stakeholders, and following consultation with its professional advisors and having considered such other matters and information as it considered necessary and relevant, the Board unanimously concluded that the Arrangement is in the best interests of the Company and is fair, from a financial point of view, to the Company and approved the Arrangement. Accordingly, the Board recommends that Shareholders vote FOR the Arrangement Resolution.

Reasons for the Recommendation of the Special Committee and the Board

The Special Committee and the Board reviewed and considered a number of factors relating to the Arrangement with the benefit of advice from the Company's senior management and its financial and legal advisors. The following is a summary of the overall purpose and benefits of the Arrangement, and the principal reasons for the recommendation of the Special Committee to the Board and of the Board that Shareholders vote FOR the Arrangement Resolution:

(a) Strategic Review. The Company commenced the Strategic Review in April 2022 to evaluate potential strategic alternatives to maximize the value of its primary project holdings, including the Angilak Property. The Board formed the Special Committee to lead the Strategic Review and engaged Canaccord as the Company's exclusive financial adviser to evaluate a range of alternatives, which included the sale of all or a part of the Company or its assets, a merger or other business combination with third party, the forming of a separate company to hold Pedra Branca, and other strategic initiatives

(b) Continued Exposure of Shareholders to the Angilak Property. The Shareholders, through their ownership of LUR Consideration Shares, will continue to have exposure to the Angilak Property following the completion of the Arrangement. Shareholders will own approximately 49.23% of the issued LUR Shares upon completion of the Arrangement as a result of the Pro Rata Share Distribution (assuming completion of the LUR Private Placement for minimum gross proceeds of $12 million).

(c) Continued Exposure of Shareholders to ValOre's Remaining Properties. Shareholders will continue to remain common shareholders of ValOre and will continue to have exposure to ValOre's remaining exploration and development interests, including Pedra Branca.

(d) Board strength and integration. Following completion of the Arrangement, Mr. James Paterson and another director of the Company to be identified prior to the Effective Date will be nominated for election to the board of directors of LUR, with the objective of providing business continuity, mitigation of integration risks and supporting value delivery to Shareholders.

(e) Fairness Opinion. The Special Committee and the Board received the Fairness Opinion to the effect that, as of March 13, 2023, subject to the assumptions, limitations and qualifications contained therein, the Consideration to be received by the Company pursuant to the Arrangement is fair, from a financial point of view, to the Company.

(f) Required Approvals of Shareholders and Court. Completion of the Arrangement is conditional upon receipt of (i) approval by at least two-thirds of the votes cast in respect of the Arrangement Resolution by Shareholders, present in person or represented by proxy and entitled to vote at the Meeting, and (ii) approval by the Court, which will consider the procedural and substantive fairness of the Arrangement to Shareholders and other affected persons.

(g) Support Agreements. All of the directors and senior officers of the Company, who collectively beneficially own or

exercise control over approximately 21.24% of the Common Shares, have entered into voting support agreements pursuant to which they have agreed to vote their Common Shares in favour of the Arrangement Resolution.

(h) Other factors. The Board also carefully considered the Arrangement with reference to current economic, industry and market trends affecting each of the Company and LUR, information concerning business, operations, properties, assets, financial condition, operating results and prospects of each of Company and LUR and the historical trading prices of the Common Shares and the LUR Shares.

The Special Committee and the Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including those matters described under the heading "*Business of the Meeting – Approval of the Plan of Arrangement – Risk Factors*". The Special Committee and the Board believed that overall, the anticipated benefits of the Arrangement to the Company outweighed these risks and negative factors.

In view of the wide variety of factors and information considered in connection with their evaluation of the Arrangement, the Special Committee and the Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching their conclusions and recommendations. In addition, individual members of the Special Committee and the Board may have given different weights to different factors or items of information.

Fairness Opinion

Canaccord provided its opinion as described in greater detail under "*Business of the Meeting – Approval of the Plan of Arrangement – Fairness Opinion*" and the complete text of the Fairness Opinion is attached as Schedule "C" to this Circular. Shareholders are urged to, and should, read the Fairness Opinion in its entirety.

Principal Steps of the Arrangement

Pursuant to the Arrangement Agreement, at the Effective Time:

(a) each Subco Share shall be, and shall be deemed to be transferred by the Company, free and clear of all liens, to LUR and, in consideration therefor, LUR shall issue the LUR Consideration Shares and pay cash equal to the Cash Consideration to the Company; and

(b) the Company shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, with the steps occurring in the following order:

    (i) the Company's authorized share capital and its Articles will be altered by:

        A. renaming and redesignating all of the issued and unissued Common Shares as Class A Common Shares and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held; and

        B. creating a new class consisting of an unlimited number of New Shares with the terms and special rights and restrictions identical to those of the Common Shares immediately prior to the Effective Time;

    (ii) each issued and outstanding Class A Common Share outstanding on the Effective Date will be exchanged for (A) one New Share and (B) such number of LUR Consideration Shares as is equal to (X) 100,000,000, divided by (Y) the number of Common Shares (now renamed and redesignated to Class A Common Shares) outstanding on the day immediately prior to Effective Date; and

    (iii) the authorized share capital of the Company shall be amended to delete the Class A Common Shares, none of which will be issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Common Shares.

The Company and LUR have agreed to implement the Arrangement in accordance with the Arrangement Agreement and the Plan of Arrangement. As at the date of this Circular, the Company has obtained the Interim Order providing for, among other things, the calling and holding of the Meeting.

If the Arrangement Resolution is approved at the Meeting and the Regulatory Approvals are obtained, the Company will apply to the Court for the Final Order on May 17, 2023. If the Final Order is obtained, subject to the satisfaction or waiver of any conditions contained in the Arrangement Agreement, the Arrangement will become effective in accordance with the Final Order.

Support Agreements

All of the directors and senior officers of the Company, who collectively beneficially own or exercise control over approximately 21.24% of the Common Shares, have entered into voting support agreements pursuant to which they have agreed, among other things, to vote their Common Shares in favour of the Arrangement Agreement. See "*Business of the Meeting – Approval of the Plan of Arrangement Support Agreements*".

Treatment of Warrants and Options

The outstanding warrants and options to purchase Common Shares of the Company are not being arranged pursuant to the Plan of Arrangement. Holders of outstanding warrants or options to purchase Common Shares that desire to participate in the Arrangement will be required to exercise their warrants and/or options in advance closing of the Arrangement in order to become a holder of Common Shares and receive their *pro rata* portion of the LUR Consideration Shares.

On April 12, 2023, the Company announced an application to the TSXV to reprice its existing convertible securities to reflect the anticipated change in value to its equity resulting from the completion of the Arrangement. See "*Business of the Meeting – Approval of Repricing of Previously Granted Stock Options*."

Contractual Hold Period

All LUR Consideration Shares will be subject to a contractual hold period expiring on August 6, 2023, which is the same day as the expiry of the restrictive period imposed under Canadian securities legislation with respect to the securities of LUR securities distributed pursuant to the LUR Private Placement.

Dissent Rights

Shareholders are not entitled to dissent in respect of the Arrangement Resolution and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the BCBCA do not apply to the Arrangement Resolution.

Income Tax Considerations Summary of Certain Canadian and U.S. Income Tax Considerations

Shareholders should consult their own tax advisors about the applicable Canadian federal, U.S. and other foreign tax consequences to them of the Arrangement. See "*Certain Canadian Federal Income Tax Considerations*" and "*Certain U.S. Federal Income Tax Considerations*".

Court Approval

The Arrangement requires approval by the Court under the BCBCA. Prior to mailing this Circular, on April 13, 2023, the Company obtained the Interim Order providing for the calling and holding of the Meeting and certain other procedural matters. The Company also filed the Petition and Notice of Hearing of Petition for the Final Order to approve the Arrangement.

In addition to this approval, the Court will be asked for a declaration following a Court hearing that the Arrangement is fair to the Shareholders. Prior to the mailing of this Circular, the Company submitted, along with other materials, a copy of the Circular to the Court and subsequently obtained the Interim Order providing for the calling and holding of the Meeting and certain other procedural matters. Following receipt of shareholder approval of the Arrangement Resolution, the Company intends to make application to the Court for the Final Order at 9:45 a.m. (Vancouver Time) on May 17, 2023 at 800 Smithe

Street, Vancouver, British Columbia, Canada, or as soon thereafter as counsel may be heard, or at any other date and time as the Court may direct. In deciding whether to grant the Final Order, the Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. Any Shareholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing must file and serve a response to petition no later than 9:45 a.m. (Vancouver Time) on May 12, 2023 along with any other documents required, all as set out in the Interim Order and Notice of Petition, the text of which are set out in Schedule "F" to this Circular and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, and subject to compliance with such terms and conditions, if any, as the Court sees fit. The Court will be advised, prior to the hearing, that the Court's approval of the Arrangement (including the fairness thereof) will form a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the New Shares and LUR Consideration Shares to be received by Shareholders pursuant to the Arrangement. See "*Business of the Meeting – Approval of the Plan of Arrangement – Court Approval of the Arrangement*".

Regulatory Law Matters and Securities Law Matters

Other than the Final Order, the Regulatory Approvals, and the approval of the TSXV, the Company is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement.

Each Shareholder is urged to consult its professional advisors to determine the Canadian conditions and restrictions applicable to trades in the New Shares or LUR Consideration Shares.

The issuance pursuant to the Arrangement of the New Shares and the LUR Consideration Shares, as well as all other issuances, trades and exchanges of securities under the Arrangement, will be made pursuant to exemptions from the prospectus requirements contained in applicable Canadian provincial securities legislation or, where required, exemption orders or rulings from various securities regulatory authorities in the provinces and territories of Canada where Shareholders are resident. Under National Instrument 45-102 – *Resale of Securities* (and if required, orders and rulings from various securities regulatory authorities in the provinces and territories of Canada where Shareholders are resident), the New Shares and LUR Consideration Shares received by Shareholders pursuant to the Arrangement may be resold through registered dealers in Canadian provinces or territories without any "hold period" restriction (provided that no unusual effort is made to prepare the market or create a demand for these securities, no extraordinary commission or consideration is paid in respect of the sale and, if the seller is an insider or officer of the issuer, the seller has no reasonable grounds to believe that the issuer is in default of securities legislation).

Resales of New Shares and LUR Consideration Shares will, however, be subject to resale restrictions where the sale is made from the holdings of any person or combination of persons holding a sufficient number of New Shares or LUR Consideration Shares, as the case may be, to affect materially the control of the Company or LUR, respectively. See "*Business of the Meeting – Approval of the Plan of Arrangement – Regulatory Law Matters and Securities Law Matters*".

Notwithstanding the foregoing, the LUR Consideration Shares will be subject to a contractual hold period expiring on August 6, 2023, which is the same day as the expiry of the restrictive period imposed under Canadian securities legislation with respect to the securities of LUR securities distributed pursuant to the LUR Private Placement.

Risk Factors

Shareholders should carefully consider the risk factors relating to the Arrangement. Some of these risks include, but are not limited to: (i) the Arrangement Agreement may be terminated in certain circumstances; (ii) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (iii) the Company will incur costs even if the Arrangement is not completed; (iv) directors and executive officers of the Company have interests in the Arrangement that are similar to those of the Shareholders and may also have additional interests as disclosed herein this Circular that may diverge form Shareholders; (v) the market price for New Shares and LUR Shares may decline; (vi) the Company and any relevant intermediary may sell LUR Consideration Shares on behalf of a Shareholder to meet the Company's withholding tax obligations (including any applicable interest and penalties) arising as a result of any deemed dividend and any such sales may negatively impact the trading price of the LUR Shares; and (vii) the issue of New Shares under the Arrangement and their subsequent sale may cause

the market price of New Shares to decline from current or anticipated levels. For more information see "*Business of the Meeting – Approval of the Plan of Arrangement - Risks Associated with the Arrangement*". Additional risks and uncertainties, including those currently unknown or considered immaterial by the Company, may also adversely affect the Common Shares, the LUR Consideration Shares, and/or the businesses of the Company or LUR following the Arrangement. Shareholders should also carefully consider the risk factors associated with the businesses of the Company and LUR included in or incorporated by reference into this Circular. See Schedule "A" – "*Information Regarding LUR - Risk Factors*", for a description of these risks.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. The Company has arranged to send meeting materials directly to Registered Shareholders, as well as Non-Registered Shareholders who have consented to their ownership information being disclosed by the Intermediary holding the Common Shares on their behalf (non-objecting beneficial owners). The Company has also arranged for Intermediaries to forward the meeting materials to Non-Registered Shareholders who have objected to their ownership information being disclosed by the Intermediary holding the Common Shares on their behalf (objecting beneficial owners). The Company will pay for Intermediaries to forward this Circular, the proxy form or a voting instruction form to objecting beneficial owners under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators. As a result, objecting beneficial owners will receive the Circular and associated meeting materials from their Intermediary.

Appointment and Revocation of Proxies

The individuals named in the accompanying form of proxy (the "**Proxy**") are officers of the Company or solicitors for the Company. **If you are a Registered Shareholder, you have the right to attend the Meeting or vote by proxy and to appoint a person or company other than the person designated in the Proxy, who need not be a Shareholder, to attend and participate on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of Proxy or otherwise in accordance with applicable law.**

Registered Shareholders or their respective duly appointed proxyholders are entitled to attend and vote their Common Shares at the Meeting. Registered Shareholders who are unable to or do not wish to attend the Meeting and who wish to ensure that their Common Shares will be voted at the Meeting are urged to complete, sign and deliver the enclosed form of Proxy to Endeavor in accordance with the instructions and timing requirements set forth herein and on the form of Proxy. See "*Voting by Proxy Generally*" below for further information.

In order to be valid and acted upon at the Meeting, forms of proxy must be returned to the aforesaid address not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournments thereof. Every Proxy may be revoked by an instrument in writing:

(i) executed by the Shareholder or by his/her attorney authorized in writing or, where the Shareholder is a company, by a duly authorized officer or attorney of the company; and

(ii) delivered either to the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting or any adjournment or postponement thereof, at which the Proxy is to be used, or in any other manner provided by law.

Only Registered Shareholders have the right to revoke a Proxy. Non-Registered Shareholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective Intermediaries to revoke the Proxy on their behalf. If you are a Non-Registered Shareholder, see "*Voting by Non-Registered Shareholders*" below for further information on how to vote your Common Shares.

Exercise of Discretion by Proxyholder

If you have the right to vote by proxy, the persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

(i) each matter or group of matters identified therein for which a choice is not specified;

(ii) any amendment to or variation of any matter identified therein; and

(iii) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter. Management is not currently aware of any other matters that may come before the Meeting.

Voting by Registered Shareholders

If you are a Registered Shareholder you may wish to vote by proxy whether or not you are able to attend the Meeting. Registered Shareholders electing to submit a proxy may do so by completing, dating and signing the enclosed form of Proxy and returning it to Endeavor, in accordance with the instructions on the Proxy. In all cases you should ensure that the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the Proxy is to be used. If completed Proxies are received after said deadline, they shall not be accepted for the purpose of voting at the Meeting unless authorized by the Chair of the Meeting, in his or her sole discretion.

Voting by Non-Registered Shareholders

The following information is of significant importance to Shareholders who do not hold Common Shares in their own name. Non-Registered Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders.

If Common Shares are listed in an account statement provided to a Shareholder by an Intermediary, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the name of the Shareholder's Intermediary or an agent of that Intermediary. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. as nominee for The Canadian Depository for Securities Limited (which acts as depository for many Canadian brokerage firms and custodian banks).

If you have consented to disclosure of your ownership information, you will receive a request for voting instructions from the Company (through Endeavor). If you have declined to disclose your ownership information, you will receive a request for voting instructions from your Intermediary. Every Intermediary has its own mailing procedures and provides its own return instructions to clients. However, most Intermediaries now delegate responsibility for obtaining voting instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**").

If you are a Non-Registered Shareholder, you should carefully follow the instructions on the voting instruction form received from Endeavor or Broadridge in order to ensure that your Common Shares are voted at the Meeting. The voting instruction form supplied to you will be similar to the Proxy provided to the Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on your behalf.

The voting instruction form sent by Endeavor or Broadridge will name the same persons as the Company's Proxy to represent you at the Meeting. **Although as a Non-Registered Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your Intermediary, you, or a person designated by you (who need not be a Shareholder), may attend at the Meeting as Proxyholder for your Intermediary and vote your Common Shares in that capacity.** To exercise this right to attend the Meeting or appoint a Proxyholder of your own choosing, you should insert your own name or the name of the desired representative in the blank space provided in the voting instruction form. Alternatively, you may provide other written instructions requesting that you or your desired representative attend the Meeting as Proxyholder for your Intermediary. The completed voting instruction form or other written instructions must then be returned in accordance with the instructions on the form.

If you receive a voting instruction form from Endeavor or Broadridge, you cannot use it to vote Common Shares directly at the Meeting. The voting instruction form must be completed as described above and returned in accordance with its instructions well in advance of the Meeting in order to have the Common Shares voted.

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

Other than as set forth in "*Business of the Meeting – Approval of the Plan of Arrangement – Interests of Certain Persons in the Arrangement*" or as disclosed elsewhere in this Circular, no person has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting. For the purpose of this paragraph, "person" shall include each person: (a) who has been a director, senior officer or insider of the Company at any time since the commencement of the Company's twelve month period ended December 31, 2022; or (b) who is an associate or affiliate of a person as listed in (a).

RECORD DATE AND QUORUM

The board of directors (the "**Board**") of the Company has fixed the record date for the Meeting as the close of business on April 10, 2023 (the "**Record Date**"). Only Shareholders of record as at the Record Date are entitled to receive notice of the Meeting and to vote their Common Shares at the Meeting.

Under the Company's articles, the quorum for the transaction of business at a meeting of Shareholders is one person who is a Shareholder, or who is otherwise permitted to vote shares of the Company at a meeting of Shareholders, present in person or by proxy.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Our authorized share capital consists of an unlimited number of Common Shares without par value. Holders of Common Shares are entitled to one vote per Common Share on all matters upon which holders of Common Shares are entitled to vote.

On the Record Date, there were 168,271,245 Common Shares issued and outstanding, with each Common Share carrying the right to one vote.

To the knowledge of the directors and executive officers of the Company, as of the date of this Circular, the Shareholders who beneficially own, or exercise control or direction, directly or indirectly, Common Shares carrying 10% or more of the votes attached to Common Shares are:

Name	Number of Common Shares Owned, or Controlled or Directed, Directly or Indirectly(1)	Approximate Percentage of Total Outstanding Common Shares
James Paterson	31,296,333	18.60%

Note:

(1) The above information was derived from the Shareholder directly or from insider reports available at www.sedi.ca.

The Common Shares are listed and posted for trading on the TSXV. Set forth below is a summary of the total volume of trading and price range of the Common Shares on the TSXV in the 12-month period preceding the date of this Circular, on a monthly basis. The closing price of the Common Shares on the TSXV was $0.22 on March 13, 2023, the date immediately prior to the date of announcement of the Arrangement Agreement.

Month	High	Low	Volume
March 2023	$0.29	$0.19	1,453,966
February 2023	$0.30	$0.27	736,069
January 2023	$0.33	$0.27	940,295
December 2022	$0.29	$0.255	1,263,927
November 2022	$0.36	$0.25	1,969,906
October 2022	$0.38	$0.325	999,180
September 2022	$0.41	$0.29	1,139,521
August 2022	$0.45	$0.37	1,930,846

Month	High	Low	Volume
July 2022	$0.395	$0.27	1,201,617
June 2022	$0.49	$0.3	5,514,506
May 2022	$0.46	$0.335	1,972,545
April 2022	$0.58	$0.435	1,782,536
March 2022	$0.63	$0.4	3,450,642

The Company has not declared any dividends since its incorporation. While there are no restrictions precluding the Company from paying dividends, it currently anticipates retaining all available cash resources towards its current business objectives.

The Company has not purchased or sold any Common Shares during the twelve month period prior to this Circular other than as set forth below:

Date of Issue	Type of Securities	Number of Securities	Issue Price per Security	Gross Proceeds
April 20, 2022	Common Shares	75,000	$0.45	$33,750
May 3, 2022	Common Shares	500,000(1)	$0.45	$225,000
June 21, 2022	Common Shares	100,000(2)	$0.30	$30,000
June 21, 2022	Common Shares	2,248,333(1)	$0.45	$1,011,750
June 24, 2022	Common Shares	450,000(2)	$0.25	$112,500
August 10, 2022	Common Shares	200,000(2)	$0.25	$50,000
August 12, 2022	Common Shares	500,000(3)	$0.41	$205,000

Notes:
(1) These Common Shares were issued pursuant to the exercise of Common Share purchase warrants.
(2) These Common Shares were issued pursuant to the exercise of stock options to purchase Common Shares.
(3) These Common Shares were issued in as part of the consideration for the acquisition of the Pedra Branca Property.

BUSINESS OF THE MEETING

We will place before the Meeting the Company's audited financial statements, including the auditors' report, for the fiscal years ended September 30,2021, and September 30, 2022, but no vote thereon is required. These financial statements together with the management's discussion and analysis thereon are available under our profile on SEDAR at www.sedar.com.

We will consider any other business that may properly come before the Meeting. As of the date of this Circular, we are not aware of any changes to the items above or any other business to be considered at the Meeting. If there are changes or new items, your proxyholder can vote your shares on these items as he or she sees fit. If any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy to vote in respect of those matters in accordance with their judgment.

1. FIXING THE NUMBER OF DIRECTORS AT FIVE

The shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at five (5), subject to any increases permitted by the Company's Articles. The Board recommends that the number of directors of the Company be set at five (5).

If you do not specify how you want your shares voted, the individuals named as proxyholders in the enclosed proxy form intend to vote FOR setting the number of directors of the Company at five (5).

2. ELECTION OF DIRECTORS

Directors are elected at each annual general meeting and hold office until the next annual general meeting or until that person sooner ceases to be a director.

Unless you provide other instructions, the enclosed proxy will be voted FOR the nominees listed below, all of whom are presently members of the Board. Management does not expect that any of the nominees will be unable to serve as a director. If before the Meeting any vacancies occur among the nominees listed below, the person named in the proxy will exercise his or her discretionary authority to vote the shares represented by the proxy for the election of any other person or persons as directors.

Advance Notice Policy

Effective August 23, 2013, the Company's Board of Directors adopted an advance notice policy (the "**Advance Notice Policy**") for the purpose of providing shareholders, directors and management of the Company with a clear framework for nominating directors of the Company in connection with any annual or special meeting of shareholders which was approved by the Shareholders of the Company on May 29, 2014.

The purpose of the Advance Notice Policy is to (i) ensure that all shareholders receive adequate notice of director nominations and sufficient time and information with respect to all nominees to make appropriate deliberations and register an informed vote; and (ii) facilitate an orderly and efficient process for annual or, where the need arises, special meetings of shareholders of the Company. The Advance Notice Policy fixes the deadlines by which Shareholders must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the information that a Shareholder must include in a written notice to the Company for any director nominee to be eligible for election at such annual or special meeting of shareholders.

Pursuant to the Advance Notice Policy, any additional director nominations for the Meeting must be received by the Company in compliance with the Advance Notice Provisions not less than 30 nor more than 65 days prior to the date of the Meeting; provided, however, that in the event that the Meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the Meeting was made, notice may be made not later than the close of business on the 10th day following such public announcement. If no such nominations are received by the Company prior to such date, management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

Management proposes to nominate the persons named in the table below for election as director. The information concerning

the proposed nominees has been furnished by each of them.

Description of Proposed Director Nominees

The following sets out certain information regarding each of our nominee directors:

<table>
<tr><td colspan="2">James Paterson
Chief Executive Officer Since: October 19, 2010

Director Since: July 4, 2008

Non- Independent</td><td colspan="2">Mr. Paterson is a principal of Discovery Group with 25 years of executive leadereship experience in the mining industry, including capital raises, acquisitions, joint-ventures, spin-outs, and RTOs and IPOs. He was a driving force behind $80 million in equity financing for ValOre, which led to multiple discoveries at the Pedra Branca PGE project and a 200% increase in mineral resources at the Angilak Property uranium project.
He was a long-standing and active director of Kaminak Gold Corp. (acquired by Goldcorp) and founding director of Northern Empire Resources Corp. (acquired by Coeur Mining). He founded Corsa Capital in 2007, and a 2010 transaction created an industry-leading metallurgical coal producer with a C$250M marketing capitalization and war more recently a director of Great Bear Royalties Corp. (acquired by Royal Gold).</td></tr>
<tr><td colspan="4">Committee Membership</td></tr>
<tr><td colspan="2">Chairman of the Board</td><td colspan="2"></td></tr>
<tr><td colspan="4">Securities Held:</td></tr>
<tr><td>Common Shares</td><td colspan="2">Options</td><td>Warrants</td></tr>
<tr><td>31,296,333</td><td colspan="2">nil</td><td>208,750</td></tr>
</table>

<table>
<tr><td colspan="2">Dale Wallster
Director

Director Since: January 19, 2012

Independent</td><td colspan="2">Mr. Wallster is a geologist and a prospector with over 40 years' experience, focused on targeting and discovery of unconformity-related uranium, structurally controlled gold, and VMS deposits.
He was President and founder of Roughrider Uranium Corp., a company acquired by Hathor Exploration Limited. Dale and his team are widely credited in the mineral exploration sector for the discovery of Hathor's Roughrider deposit. In January 2012, Hathor became a wholly-owned subsidiary of Rio Tinto as part of a CAD$650 million acquisition.</td></tr>
<tr><td colspan="4">Committee Membership</td></tr>
<tr><td colspan="2">Audit Committee
Compensation Committee
Corporate Governance Committee</td><td colspan="2"></td></tr>
<tr><td colspan="4">Securities Held:</td></tr>
<tr><td>Common Shares</td><td colspan="2">Options</td><td>Warrants</td></tr>
<tr><td>500,000</td><td colspan="2">1,250,000</td><td>20,000</td></tr>
</table>

James Malone Director Director Since: September 24, 2012 Independent	Mr. Malone was Chairman of the WNA's Fuel Technology Working Group, widely recognized as a nuclear industry and nuclear fuel expert, with more than 50 years of experience in the downstream business. He was the Chairman of Hathor Exploration at the time of Rio Tinto acquisition for $650 million, and Senior Vice President at Lightbridge Corporation	
Committee Membership		
Audit Committee Compensation Committee Corporate Governance Committee		
Securities Held:		
Common Shares	Options	Warrants
550,000	675,000	nil

Garth Kirkham Director Director Since: November 12, 2008 Independent	Mr. Kirkham has over 30 years of experience in 3D geoscience computer modeling. He is currently heading Kirkham Geosystems Ltd., which provides consulting services to the environmental, mining, geotech and oil & gas industries. He obtained a Bachelor's degree in Science from the University of Alberta in 1983, completing his degree with majors in Geophysics, Geology and Mathematics, and is a Registered Professional Geoscientist in Alberta, Northwest Territories, BC, Ontario and Manitoba.	
Committee Membership		
Audit Committee Compensation Committee Corporate Governance Committee		
Securities Held:		
Common Shares	Options	Warrants
680,000[(1)]	1,200,000	Nil

Note:

(1) Of these shares, 330,000 are held indirectly in the name of Kirkham Geosystems Ltd., a private company controlled by Garth Kirkham.

Darren Klinck Director Director Since: June 1, 2021 Independent		Mr. Klinck is an accomplished mining executive with a wide range of management experience working throughout Australasia & The Americas. He was President & CEO of Bluestone Resources following the acquisition of the Cerro Blanco gold project in Guatemala in 2017 where he led the team that financed and advanced the project through resource expansion, feasibility and engineering phases of the project development. Prior to that, he spent more than ten years with OceanaGold as a member of the Executive Committee that achieved significant growth and business expansion to become a multi-mine, international gold mining company growing from a sub-$100M CAD market capitalization to greater than $3B CAD market capitalization. Over the past 20 years, Darren has been instrumental in negotiating both equity and debt financing packages totaling more than $800m and has significant experience leading teams in emerging markets with a strong focus on Corporate Social Responsibility (CSR) and community engagement programs as well as extensive government relations activities.
Committee Membership		
Nil		
Securities Held:		
Common Shares	Options	Warrants
622,500[(1)]	775,000	11,250[(2)]

Notes:

(1) Of these shares, 422,500 are held indirectly in the name of Westcott Management Ltd.., a private company controlled

(2) These warrants are held indirectly in the name of Westcott Management Ltd.., a private company controlled by Darren Klinck.

Cease Trade Orders

To the knowledge of the Company and based upon information provided by the proposed director nominees, none of the proposed director nominees is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that, while such person was acting in that capacity (or after such person ceased to act in that capacity but resulting from an event that occurred while that person was acting in such capacity), was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the company access to any exemption under securities legislation, in each case, for a period of more than 30 consecutive days.

Bankruptcies

To the knowledge of the Company and based upon information provided by the proposed director nominees, none of the proposed director nominees:

(a) is, as at the date of this Circular, or has been within 10 years before the date of the Circular, a director or executive officer of any company (including the Company) 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; or

(b) has, within the last 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.

Securities Penalties or Sanctions

To the knowledge of the Company and based upon information provided by the proposed director nominees, none of the proposed director nominees has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

3. APPOINTMENT OF INDEPENDENT AUDITORS

The Board recommends that Davidson & Company LLP be reappointed as auditors. The auditors will serve until the end of the next annual meeting of shareholders or until a successor is appointed. Davidson & Company LLP has confirmed that it is independent of the Company within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

If you do not specify how you want your shares voted, the individuals named as proxyholders in the enclosed proxy form intend to vote FOR the appointment of Davidson & Company LLP as our auditors until the next annual meeting of shareholders.

4. APPROVAL OF NEW STOCK OPTION PLAN

On November 24, 2021, the Exchange adopted a new Policy 4.4 – Security Based Compensation of the Exchange's Corporate Finance Manual governing security-based compensation ("**New Policy 4.4**"). The changes to the policy generally relate to the expansion of the policy to cover a number of types of security-based compensation in addition to stock options. At the Meeting, Shareholders will be asked to approve the adoption of a new 10% rolling stock option plan (the "**2023 Option Plan**"). The 2023 Option Plan was approved by the Board on April 12, 2023 which shall become effective upon the receipt of approval of the Shareholders and the final acceptance of the TSXV (the "**Option Plan Date**") and will replace the Stock Option Plan. All of the stock options outstanding under the Stock Option Plan (the "**Outstanding Options**"), currently being 11,700,000 stock options as at the date of this Circular, will remain outstanding and in full force and effect in accordance with their terms after the Option Plan Date. However, following the Option Plan Date, no additional grants shall be made pursuant to the Stock Option Plan, and the Stock Option Plan will terminate on the date upon which no Outstanding Options remain outstanding.

The purpose of the 2023 Option Plan is to, among other things: (i) provide the Company with a mechanism to attract, retain and motivate qualified directors, officers, employees and consultants of the Company and its subsidiaries; (ii) reward directors, officers, employees and consultants that have been granted stock options (each, an "**Option**") under the 2023 Option Plan for their contributions toward the long-term goals and success of the Company; and (iii) enable and encourage such directors, officers, employees and consultants to acquire Shares of the Company as long-term investments and proprietary interests in the Company. The approval of the 2023 Option Plan by the Board is subject to approval by the Shareholders and to the final acceptance of the TSXV.

A summary of certain provisions of the 2023 Option Plan is set out below, and a full copy of the 2023 Option Plan is attached hereto as Schedule "G". This summary is qualified in its entirety to the full copy of the 2023 Option Plan.

Summary of the 2023 Option Plan

Eligibility

The 2023 Option Plan allows the Company to grant Option to attract, retain and motivate qualified directors, officers, employees and consultants of the Company and its subsidiaries (collectively, the "**Option Plan Participants**").

Number of Shares Issuable

The aggregate number of Common Shares that may be issued to Option Plan Participants under the 2023 Option Plan will be that number of Shares equal to 10% of the issued and outstanding Shares on the particular date of grant of the Option, inclusive of the Outstanding Options.

Limits on Participation

The 2023 Option Plan provides for the following limits on grants, for so long as the Company is subject to the requirements of the TSXV, unless disinterested Shareholder approval is obtained or unless permitted otherwise pursuant to the policies of the TSXV:

- the maximum number of Shares that may be issued to any one Option Plan Participant (and where permitted pursuant to the policies of the TSXV, any company that is wholly-owned by the Option Plan Participant) under the 2023 Option Plan, together with any other security based compensation arrangements, within a 12- month period, may not exceed 5% of the issued Shares calculated on the date of grant;

- the maximum number of Shares that may be issued to insiders collectively under the 2023 Option Plan, together with any other security based compensation arrangements, within a 12-month period, may not exceed 10% of the issued Shares calculated on the date of grant; and

- the maximum number of Shares that may be issued to insiders collectively under the 2023 Option Plan, together with any other security based compensation arrangements, may not exceed 10% of the issued Shares at any time.

For so long as such limitation is required by the TSXV, the maximum number of Options which may be granted within any 12- month period to Option Plan Participants who perform investor relations activities must not exceed 2% of the issued and outstanding Shares, and such Options must vest in stages over 12 months with no more than 25% vesting in any three-month period. In addition, the maximum number of Shares that may be granted to any one consultant under the 2023 Option Plan, together with any other security-based compensation arrangements, within a 12-month period, may not exceed 2% of the issued Shares calculated on the date of grant.

Administration

The plan administrator of the 2023 Option Plan (the "**Option Plan Administrator**") will be the Board or a Committee of the Board, if delegated. The Option Plan Administrator will, among other things, determine which directors, officers, employees or consultants are eligible to receive Options under the 2023 Option Plan; determine conditions under which Options may be granted, vested or exercised, including the expiry date, exercise price and vesting schedule of the Options; establish the form of option certificate ("**Option Certificate**"); interpret the 2023 Option Plan; and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the 2023 Option Plan.

Subject to any required regulatory or shareholder approvals, the Option Plan Administrator may also, from time to time, without notice to or without approval of the Shareholders or the Option Plan Participants, amend, modify, change, suspend or terminate the Options granted pursuant thereto as it, in its discretion, determines appropriate, provided that no such amendment, modification, change, suspension or termination of the 2023 Option Plan or any Option granted pursuant thereto may materially impair any rights of an Option Plan Participant or materially increase any obligations of an Option Plan Participant under the 2023 Option Plan without the consent of such Option Plan Participant, unless the Option Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements or as otherwise permitted pursuant to the 2023 Option Plan.

All of the Options are subject to the conditions, limitations, restrictions, vesting, exercise and forfeiture provisions determined by the Option Plan Administrator, in its sole discretion, subject to such limitations provided in the 2023 Option Plan and will be evidenced by an Option Certificate. In addition, subject to the limitations provided in the 2023 Option Plan and in accordance with applicable law, the Option Plan Administrator may accelerate the vesting of Options, cancel, or modify outstanding Options and waive any condition imposed with respect to Options or Shares issued pursuant to Options.

Exercise of Options

Options shall be exercisable as determined by the Option Plan Administrator at the time of grant, provided that no Option shall have a term exceeding 10 years so long as the Shares are listed on the TSXV.

Subject to all applicable regulatory rules, the vesting schedule for an Option, if any, shall be determined by the Option Plan

Administrator. The Option Plan Administrator may elect, at any time, to accelerate the vesting schedule of an Option, and such acceleration will not be considered an amendment to such Option and will not require the consent of the Option Plan Participant in question. However, no acceleration to the vesting schedule of an Option granted to an Option Plan Participant performing investor relations services may be made without prior acceptance of the TSXV.

The exercise price of an Option shall be determined by the Option Plan Administrator and cannot be lower than the greater of: (i) the minimum price required by the TSXV; and (ii) the market value of the Shares on the applicable grant date.

An Option Plan Participant may exercise the Options in whole or in part through any one of the following forms of consideration, subject to applicable laws, prior to the expiry date of such Options, as determined by the Option Plan Administrator:

- the Option Plan Participant may send a wire transfer, certified cheque or bank draft payable to the Company in an amount equal to the aggregate exercise price of the Shares being purchased pursuant to the exercise of the Options;

- subject to approval from the Option Plan Administrator and the Shares being traded on the TSXV, a brokerage firm may be engaged to loan money to the Option Plan Participant in order for the Option Plan Participant to exercise the Options to acquire the Shares, subsequent to which the brokerage firm shall sell a sufficient number of Shares to cover the exercise price of such Options to satisfy the loan. The brokerage firm shall receive an equivalent number of Shares from the exercise of the Options, and the Option Plan Participant shall receive the balance of the Shares or cash proceeds from the balance of such Shares; and

- subject to approval from the Option Plan Administrator and the Shares being traded on the TSXV, consideration may be paid by reducing the number of Shares otherwise issuable under the Options, in lieu of a cash payment to the Company, an Option Plan Participant, excluding those providing investor relations services, only receives the number of Shares that is equal to the quotient obtained by dividing: (i) the product of the number of Options being exercised multiplied by the difference between the volume-weighted average trading price of the Shares and the exercise price of the Options, by (ii) the volume-weighted average trading price of the Shares. The number of Shares delivered to the Option Plan Participant may be further reduced to satisfy applicable tax withholding obligations. The number of Options exercised, surrendered or converted, and not the number of Shares issued by the Issuer, must be included in calculating the number of Shares issuable under the 2023 Option Plan and the limits on participation.

If an exercise date for Option occurs during a trading black-out period imposed by the Company to restrict trades in its securities, then, notwithstanding any other provision of the 2023 Option Plan, the Option shall be exercised no more than ten business days after the trading black-out period is lifted by the Company, subject to certain exceptions.

Termination of Employment or Service and Change in Control

The following describes the impact of certain events that may, unless otherwise determined by the Option Plan Administrator or as set forth in an Option Certificate, lead to the early expiry of Options granted under the 2023 Option Plan.

Termination by the Company for cause:	Forfeiture of all unvested Options. The Option Plan Administrator may determine that all vested Options shall be forfeited, failing which all vested Options shall be exercised in accordance with the 2023 Option Plan.
Voluntary resignation of an Option Plan Participant:	Forfeiture of all unvested Options. Exercise of vested Options in accordance with the 2023 Option Plan.
Termination by the Company other than for cause:	Acceleration of vesting of a portion of unvested Options in accordance with a prescribed formula as set out in the 2023 Option Plan.[1] Forfeiture of the remaining unvested Options. Exercise of vested Options in accordance with the 2023 Option Plan.
Death or disability of an Option Plan Participant:	Acceleration of vesting of all unvested Options.[1] Exercise of vested Options in accordance with the 2023 Option Plan.
Termination or voluntary resignation for good reason within 12 months of a change in control	Acceleration of vesting of all unvested Options.[1] Exercise of vested Options in accordance with the 2023 Option Plan.

Note:

(1) Any acceleration of vesting of unvested Options granted to an investor relation service provider is subject to the prior written approval of the TSXV.

Any Options granted to an Option Plan Participant under the 2023 Option Plan shall terminate at a date no later than 12 months from the date such Option Plan Participant ceases to be an Option Plan Participant.

In the event of a triggering event, which includes a change in control, dissolution or winding-up of the Company, a material alteration of the capital structure of the Company and a disposition of substantially all of the Company's assets, the Option Plan Administrator may, without the consent of the Option Plan Participant, cause all or a portion of the Options granted to terminate upon the occurrence of such event.

Amendment or Termination of the 2023 Option Plan

Subject to any necessary regulatory approvals, the 2023 Option Plan may be suspended or terminated at any time by the Option Plan Administrator, provided that no such suspension or termination shall alter or impact any rights or obligations under an Option previously granted without the consent of the Option Plan Participant.

The following limitations apply to the 2023 Option Plan and all Options thereunder as long as such limitations are required by the TSXV:

- any adjustment to Options, other than in connection with a security consolidation or security split, is subject to prior TSXV acceptance and the issuance of a news release by the Company outlining the terms thereof;
- any amendment to the 2023 Option Plan is subject to prior TSXV acceptance, except for amendments to reduce the number of Shares issuable under the 2023 Option Plan, to increase the exercise price of Options or to cancel Options;
- any amendments made to the 2023 Option Plan shall require regulatory and Shareholder approval and the issuance of a news release by the Company outlining the terms thereof, except for amendments to: (i) fix typographical errors; and (ii)clarify existing provisions of the 2023 Option Plan and which do not have the effect of altering the scope, nature and intent of such provisions; and

- the exercise price of an Option previously granted to an insider must not be reduced, or the extension of the expiry date of an Option held by an insider may not be extended, unless the Company has obtained disinterested shareholder approval to do so in accordance with TSXV policies.

Subject to the foregoing limitations and any necessary regulatory approvals, the Option Plan Administrator may amend any existing Options or the 2023 Option Plan or the terms and conditions of any Option granted thereafter, although the Option Plan Administrator must obtain written consent of the Option Plan Participant (unless otherwise excepted out by a provision of the 2023 Option Plan) where such amendment would materially decrease the rights or benefits accruing to an Option Plan Participant or materially increase the obligations of an Option Plan Participant.

Company's 2023 Option Plan Resolution

At the Meeting, the Shareholders of the Company will be asked to consider and approve an ordinary resolution, in substantially the following form, in order to approve the 2023 Option Plan, which resolution requires approval of greater than 50% of the votes cast by the Shareholders who, being entitled to do so, vote, in person or by proxy, on the ordinary resolution at the Meeting:

"**BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT**:

(a) subject to final acceptance of the TSX Venture Exchange (the "TSXV"), the Company's new stock option plan, substantially in the form attached as Schedule "G" to the management information circular of ValOre Metals Corp. (the "Company") dated April 12, 2023, is hereby approved;

(b) any one director or officer of the Company is hereby authorized to execute and deliver on behalf of the Company all such documents and instruments and to do all such other acts and things as in such director's opinion may be necessary to give effect to the matters contemplated by these resolutions; and

(c) notwithstanding that this resolution be passed by the shareholders of the Company, the adoption of the proposed 2023 Option Plan is conditional upon receipt of final approval of the TSXV, and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Company, at any time if such revocation is considered necessary or desirable to the directors.

Recommendation of the Board

The Board has determined that the 2023 Option Plan is in the best interests of the Company and the Shareholders and unanimously recommends that the Shareholders vote in favour of approving the 2023 Option Plan. **In absence of any contrary directions, it is the intention of management to vote proxies in the accompanying form FOR the foregoing resolution.**

The Board reserves the right to amend any terms of the 2023 Option Plan or not to proceed with the 2023 Option Plan at any time prior to the Meeting if the Board determines that it would be in the best interests of the Company and the Shareholders and to do so in light of any subsequent event or development occurring after the date of the Circular.

5. APPROVAL OF PLAN OF ARRANGEMENT

The Arrangement

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, the Arrangement Resolution to approve the Arrangement under the BCBCA pursuant to the terms of the Arrangement Agreement and the Plan of Arrangement. The Arrangement, the Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which has been filed by the Company under its profile on SEDAR at www.sedar.com, and the Plan of Arrangement, which is attached to this Circular as Schedule "D".

The Parties to the Arrangement Agreement

The Company is an exploration company based in Vancouver, Canada, which currently has interests in exploration projects in Northern Canada and Brazil. In addition to uranium exploration properties in Nunavut Territory and the Provinces of Saskatchewan and Manitoba, ValOre holds the Baffin Gold Property in Nunavut Territory and the Pedra Branca Platinum Group Elements Project in northeastern Brazil that hosts palladium (Pd) + platinum (Pt) + gold (Au) mineralization. The Company is a reporting issuer under the securities laws of British Columbia and Alberta and the Common Shares are listed and posted for trading on the TSXV under the symbol "VO".

LUR is a growth-oriented junior uranium company, purpose built to explore for and develop uranium in Labrador, Canada. LUR holds a dominant land position in the Central Mineral Belt, a well-known uranium and multi-commodity metal district. LUR is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and the LUR Shares are listed and posted for trading on the CSE under the symbol "LUR" and on the OTCQB Marketplace under the symbol "LURAF". See "*Information Concerning LUR*".

Overview of the Arrangement

On March 13, 2021, the Company and LUR entered into the Arrangement Agreement, pursuant to which the parties agreed to effect the Arrangement by way of a court-approved Plan of Arrangement under Division 5 of Part 9 of the BCBCA. If completed, the Arrangement will result in, among other things, the Company transferring indirect ownership of the Angilak Property to LUR in exchange for the Cash Consideration and the LUR Consideration Shares, which LUR Consideration Shares will be distributed to Shareholders on a *pro rata* basis pursuant to the provisions of the Plan of Arrangement. See "*Principal Steps of the Arrangement*" below for additional details.

Pursuant to the Arrangement, the Company will transfer all of the Subco Shares to LUR in exchange for the Cash Consideration and the LUR Consideration Shares and the LUR Consideration Shares will be distributed, on a *pro rata* basis, to the Shareholders as a return of capital.

Prior to and as a condition to completion the Arrangement, the Company will transfer the Angilak Property to Subco and LUR will complete the LUR Private Placement for minimum gross proceeds of $12 million. In addition, the Company intends to complete the Company Private Placement prior to the closing of the Arrangement for gross proceeds of up to $3.5 million. Purchaser of Company Units under the Company Private Placement with those subscribers being eligible to receive their pro rata proportion of the LUR Consideration Shares under the Arrangement.

The Arrangement is subject to various approvals, including the approval of the Arrangement Resolution by the Shareholders at the Meeting, final approval of the TSXV, receipt of the Final Order from the Court and receipt of the Regulatory Approvals. See "*Regulatory Matters and Approvals*" in this Circular for additional details.

If the Arrangement Resolution is approved at the Meeting, the Regulatory Approvals are obtained, and the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect commencing at the Effective Time (which will be at 12:01 a.m. (Vancouver Time)) on the Effective Date (which is expected to be in the second quarter of 2023).

At the Meeting, Shareholders will be asked to consider and, if deemed fit, pass the Arrangement Resolution, the full text of which is set out below, approving the Arrangement and the Plan of Arrangement, all as further described below. In order to be effective, the Arrangement Resolution must be approved by at least two-thirds of the votes cast by the Shareholders present in person or represented by poxy and entitled to vote at the Meeting.

The principal features of the Arrangement, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available under the Company's profile on SEDAR at www.sedar.com, and the Plan of Arrangement, which is attached as Schedule "D" to this Circular.

Background of the Arrangement

The Arrangement Agreement was the result of arm's length negotiations between representatives of the Company and LUR, and their respective legal and financial advisors. The following is a summary of the material events, meetings, negotiations and discussions that preceded the execution and public announcement of the Arrangement Agreement.

Strategic Review

On April 5, 2022, Canaccord was engaged by the Company as an exclusive financial advisor to conduct assist with a process for the evaluation of potential strategic alternatives to maximize the value of its holdings, including the Angilak Property (the "**Strategic Review**"), which included: the sale of all or a part of the Company or its assets, a merger or other business combination with another party, the forming of a separate company to hold Pedra Branca, and other strategic initiatives.

On April 11, 2022, the Company formed the Special Committee, comprised of independent directors Mr. Dale Wallster and Mr. Darren Klinck, and announced that it had began the Strategic Review.

On July 5, 2022, Canaccord, on behalf of the Company, began to reach out to prospective counterparties with respect to a potential transaction, which resulted in the Company entering into various non-disclosure agreements with prospective counterparties and reviewing draft letters of intent from certain of such parties.

Canaccord met with the members of the management team and the Special Committee to present proposals from prospective counterparties on each of October 17, 2022, December 12, 2022 and January 15, 2023.

Discussions with LUR

As part of the Strategic Review, Canaccord initially identified LUR as a potential strategic partner on May 2, 2022 and brought LUR to the attention of the Company on May 9, 2022.

Canaccord reached out to LUR on July 25, 2022, resulting in the Company and LUR executing a non-disclosure agreement on October 26, 2022. LUR and the Company were granted access to each other's data rooms on November 14, 2022.

Over the following months, the Company and LUR, and their respective advisors, met on numerous occasions to discuss and negotiate potential terms of a transaction. Key terms of a proposed letter of intent were discussed and negotiated by the Company's Chief Executive Officer, Mr. James Paterson, in consultation with Canaccord and the Special Committee. Mr. Paterson and the Special Committee kept members of the Board apprised of the potential terms and conditions of a transaction with LUR, and the negotiations with LUR.

On January 16, 2023, members of the Company's management and the Special Committee met in person with LUR's Executive Chair, proposed Chief Executive Officer and all of LUR's board of directors during the AME RoundUp conference in Vancouver to discuss the proposed exploration and corporate plans for LUR should it acquire the Angilak Property.

On January 19, 2023, the Company and LUR entered into a non-binding letter of intent with respect to the acquisition by LUR of the Angilak Property on substantially those same economic terms as contemplated by the Arrangement.

Between February 28 and March 13, 2023, the legal and tax advisors of the Company and LUR negotiated the terms of the Arrangement Agreement, the Earn-In Agreement, and other ancillary documents, which were discussed with and reviewed by the management and members of the Special Committee and Board. During this time, management of the Company and LUR had frequent telephone calls and meetings focusing on practical collaboration, including an in-person meeting in Toronto on March 5, 2023 to agree on exploration budget and terms which formed the basis of the Earn-In Agreement allowing for various logistical advances and lowered program costs.

On March 11, 2023, the Board formally expanded Canaccord's engagement as a financial advisor for the Strategic Review and engaged Canaccord to provide the Fairness Opinion.

On March 13, 2023, the Special Committee and the Board met with their professional advisors to review the Arrangement Agreement, the Earn-In Agreement and other ancillary documents. Canaccord provided its oral Fairness Opinion, which was subsequently confirmed in writing. After having undertaken a thorough review of, among other things, the terms of the Arrangement Agreement, the Court approval, the Fairness Opinion, and taking into account the best interests of the Company and the impact on the Company's stakeholders, and following consultation with its professional advisors and having considered such other matters and information as it considered necessary and relevant, the Special Committee unanimously concluded that the Arrangement is in the best interests of the Company and is fair, from a financial point of view, to the Company and

recommended that the Board approve the Arrangement Agreement and recommend that Shareholders vote for the Arrangement Resolutions. After receiving the foregoing recommendation of the Special Committee, and considering those aforementioned matters, the Board concluded that the Arrangement is in the best interests of the Company and is fair, from a financial point of view, to the Company and approved the Arrangement and recommended that Shareholders vote for the Arrangement Resolutions.

On March 13, 2023, the Company entered into the Arrangement Agreement, the Earn-In Agreement and other ancillary documents, substantially on the terms as recommended by the Special Committee to the Board and approved by the Board on March 13, 2023. A press release announcing the terms of the proposed Arrangement was disseminated by the Company before the open of markets on March 14, 2023.

Special Committee Composition and Mandate

The mandate of the Special Committee included reviewing and assessing transactions resulting from the Strategic Review, such as the Arrangement, considering potential alternatives and advising the Board accordingly. In addition, the Special Committee was responsible for the process with respect to the holding of meetings, the quorum therefor, the timing and location thereof, the individuals present thereat and such other matters as the Special Committee considered necessary or desirable to discharge its mandate. The Special Committee was comprised of Dale Wallster and Darren Klinck, each of whom are independent. No chair of the Special Committee was appointed.

Consideration of Alternatives

Given the unique nature of the Arrangement, the alternative considerations were either to maintain the status quo and undertake no transaction, or to spin out the Company's Angilak Property or its other interests. After consideration, it was determined that it would be most advantageous to proceed with the Arrangement as it provided significant advantages to the Company over the long term as compared to maintaining the status quo or spinning out the Angilak Property or the Company's other interests.

Recommendation of the Special Committee

After having undertaken a thorough review of, among other things, the terms of the Arrangement Agreement, the Court approval, the Fairness Opinion, and taking into account the best interests of the Company and the impact on the Company's stakeholders, and following consultation with its professional advisors and having considered such other matters and information as it considered necessary and relevant, the Special Committee unanimously concluded that the Arrangement is in the best interests of the Company and is fair, from a financial point of view, to the Company. Accordingly, the Special Committee unanimously recommended that the Board approve the Arrangement Agreement and recommend that Shareholders vote FOR the Arrangement Resolution at the Meeting.

Recommendation of the Board

After having undertaken a thorough review of, among other things, the terms of the Arrangement Agreement, the Court approval, the Fairness Opinion and the recommendation of the Special Committee, and taking into account the best interests of the Company and the impact on the Company's stakeholders, and following consultation with its professional advisors and having considered such other matters and information as it considered necessary and relevant, the Board unanimously concluded that the Arrangement is in the best interests of the Company and is fair, from a financial point of view, to the Company and approved the Arrangement. Accordingly, the Board recommends that Shareholders vote FOR the Arrangement Resolution. All directors of the Company and the senior officers of the Company intend to vote all of their Common Shares in favour of the Arrangement Resolution, in accordance with the terms of the Support Agreements.

Reasons for the Recommendation of the Special Committee and the Board

The Special Committee and the Board reviewed and considered a number of factors relating to the Arrangement with the benefit of advice from the Company's senior management and its financial and legal advisors. The following is a summary of the overall purpose and benefits of the Arrangement, and the principal reasons for the recommendation of the Special Committee to the Board and of the Board that Shareholders vote FOR the Arrangement Resolution:

(i) Strategic Review. The Company commenced the Strategic Review in April 2022 to evaluate potential strategic alternatives to maximize the value of its primary project holdings, including the Angilak Property. The Board formed the Special Committee to lead the Strategic Review and engaged Canaccord as the Company's exclusive financial adviser to evaluate a range of alternatives, which included the sale of all or a part of the Company or its assets, a merger or other business combination with third party, the forming of a separate company to hold Pedra Branca, and other strategic initiatives.

(j) Continued Exposure of Shareholders to the Angilak Property. The Shareholders, through their ownership of LUR Consideration Shares, will continue to have exposure to the Angilak Property following the completion of the Arrangement. Shareholders will own approximately 49.23% of the issued LUR Shares upon completion of the Arrangement as a result of the Pro Rata Share Distribution (assuming completion of the LUR Private Placement for minimum gross proceeds of $12 million).

(k) Continued Exposure of Shareholders to ValOre's Remaining Properties. Shareholders will continue to remain common shareholders of ValOre and will continue to have exposure to ValOre's remaining exploration and development interests, including Pedra Branca.

(l) Board strength and integration. Following completion of the Arrangement, Mr. James Paterson and another director of the Company to be identified prior to the Effective Date will be nominated for election to the board of directors of LUR, with the objective of providing business continuity, mitigation of integration risks and supporting value delivery to Shareholders.

(m) Fairness Opinion. The Special Committee and the Board received the Fairness Opinion to the effect that, as of March 13, 2023, subject to the assumptions, limitations and qualifications contained therein, the Consideration to be received by the Company pursuant to the Arrangement is fair, from a financial point of view, to the Company.

(n) Required Approvals of Shareholders and Court. Completion of the Arrangement is conditional upon receipt of (i) approval by at least two-thirds of the votes cast in respect of the Arrangement Resolution by Shareholders, present in person or represented by proxy and entitled to vote at the Meeting, and (ii) approval by the Court, which will consider the procedural and substantive fairness of the Arrangement to Shareholders and other affected persons.

(o) Support Agreements. All of the directors and senior officers of the Company, who collectively beneficially own or exercise control over approximately 21.24% of the Common Shares, have entered into voting support agreements pursuant to which they have agreed to vote their Common Shares in favour of the Arrangement Resolution.

(p) Other factors. The Board also carefully considered the Arrangement with reference to current economic, industry and market trends affecting each of the Company and LUR, information concerning business, operations, properties, assets, financial condition, operating results and prospects of each of Company and LUR and the historical trading prices of the Common Shares and the LUR Shares.

The Special Committee and the Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including those matters described under the heading "*Risk Factors*". The Special Committee and the Board believed that overall, the anticipated benefits of the Arrangement to the Company outweighed these risks and negative factors.

In view of the wide variety of factors and information considered in connection with their evaluation of the Arrangement, the Special Committee and the Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching their conclusions and recommendations. In addition, individual members of the Special Committee and the Board may have given different weights to different factors or items of information.

Fairness Opinion

Engagement of Canaccord

On April 5, 2022, the Company entered into an engagement letter with Canaccord pursuant to which it engaged Canaccord to

act as its exclusive financial advisor in connection with the Strategic Review.

On March 11, 2023, the Board formally expanded Canaccord's engagement as a financial advisor for the Strategic Review and engaged Canaccord to provide the Fairness Opinion. The Board considered the qualifications, experience and independence of Canaccord, including its success-based compensation that it would receive as a result of acting as the exclusive financial advisor for the Strategic Review, its engagement as co-lead underwriter by LUR with respect to the LUR Private Placement, Canaccord's historical involvement with the Company as part of the Strategic Review which would assist in the expedient preparation of a fairness opinion, and its expertise in advising special committees. Canaccord was not engaged to prepare a formal valuation as that term is defined in Multilateral Instrument 61-101, as an applicable exemption from the formal valuation requirements of such instrument was available in connection with the Arrangement.

Pursuant to the engagement letters, Canaccord is entitled to receive a fixed fee for the preparation of the Fairness Opinion, which is not contingent on the conclusion reached therein or on completion of the Arrangement, as well as success-based compensation in its capacity as financial advisor for the Strategic Review. The Company has also agreed to reimburse Canaccord for its reasonable out-of-pocket expenses incurred in connection with its services and to indemnify Canaccord against certain liabilities that might arise out of its engagement. The payment of expenses is not dependent on the completion of the Arrangement. Canaccord is also entitled to receive certain fees from LUR in connection with its engagement as co-lead underwriter for the LUR Private Placement.

The Board believed that the Canaccord's full range of corporate finance, merger and acquisition, financial restructuring, and other expertise, along with its familiarity and history with the Company and the Angilak Property, ultimately rendered Canaccord the most suitable advisor to prepare a fairness opinion. There existed no economic or personal relationship between Canaccord and the Special Committee or any of the parties to the Arrangement other than as disclosed herein.

Summary of Fairness Opinion

The full text of the Fairness Opinion, which sets forth the assumptions made, procedures followed, information reviewed, matters considered, and the scope of the review undertaken by Canaccord in connection with the Fairness Opinion, is attached to this Circular as Schedule "C". This summary does not purport to be complete and is qualified in its entirety by reference to the Fairness Opinion, which is attached to this Circular as Schedule "C". All capitalized words and terms used but not otherwise defined in this "Summary of the Fairness Opinion" have the meanings set forth in the Fairness Opinion. Canaccord provided its opinion solely for the information and assistance of the Special Committee and the Board in connection with, and for the purpose of, its consideration of the Arrangement and it may not be relied upon by any other person. Shareholders should review the Fairness Opinion carefully in its entirety. The Fairness Opinion is not, and should not be construed as, advice as to the price at which the LUR Consideration Shares or New Common Shares may trade at any time. Canaccord has, however, conducted such analyses as it considered necessary in the circumstances to prepare and deliver the Fairness Opinion.

General Assumptions and Limitations

Canaccord was not asked to prepare and did not prepare a formal valuation of the Company or LUR or any of their respective securities or assets and the Fairness Opinion should not be construed as such.

Canaccord did not review nor opine upon the tax treatment pursuant to the Arrangement.

Canaccord relied upon the completeness, accuracy and fair presentation of all information obtained from public sources or provided by the Company, LUR or their representatives, and assumed that such information does not contain any untrue statement of a material fact or omit to state any material fact or any fact necessary to make such information not misleading. The Fairness Opinion is conditional upon such completeness, accuracy and fair presentation of such information. In accordance with the terms of its engagement, but subject to the exercise of its professional judgment, and except as expressly described in the Fairness Opinion, Canaccord has not attempted to verify independently the completeness, accuracy or fair presentation of any of such information.

Conclusion

Subject to the assumptions, qualifications and limitations set out in the Fairness Opinion, Canaccord is of the opinion that, as

at of March 13, 2023, the Consideration to be received by the Company pursuant to the Arrangement is fair, from a financial point of view, to the Company.

Principal Steps of the Arrangement

Under the Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur and shall be deemed to occur without any further act or formality, in the following order:

(c) each Subco Share shall be, and shall be deemed to be transferred by the Company, free and clear of all liens, to LUR and, in consideration therefor, LUR shall issue the LUR Consideration Shares and pay cash equal to the Cash Consideration to the Company; and

(d) the Company shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, with the steps occurring in the following order:

  (i) the Company's authorized share capital and its Articles will be altered by:

    A. renaming and redesignating all of the issued and unissued Common Shares as Class A Common Shares and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held; and

    B. creating a new class consisting of an unlimited number of New Shares with the terms and special rights and restrictions identical to those of the Common Shares immediately prior to the Effective Time;

  (ii) each issued and outstanding Class A Common Share outstanding on the Effective Date will be exchanged for (A) one New Share and (B) such number of LUR Consideration Shares as is equal to (X) 100,000,000, divided by (Y) the number of Common Shares (now renamed and redesignated to Class A Common Shares) outstanding on the day immediately prior to Effective Date; and

  (iii) the authorized share capital of the Company shall be amended to delete the Class A Common Shares, none of which will be issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Common Shares.

The exchanges, transfers and cancellations provided for in Section 3.01 of the Plan of Arrangement will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

In no event shall any fractional LUR Consideration Shares be issued to former holders of Class A Shares under the Plan of Arrangement. Where the aggregate number of LUR Consideration Shares to be issued to a former holder of Class A Shares as consideration under the Plan of Arrangement would result in a fraction of a LUR Share being issuable, the number of LUR Shares to be issued to such former holder of Class A Shares shall be rounded down to the nearest whole LUR Share and no former holder of Class A Shares will be entitled to any compensation in respect of a fractional LUR Consideration Share.

Support Agreements

All of the directors and senior officers of the Company, who collectively beneficially own or exercise control over approximately 21.24% of the Common Shares, have entered into voting support agreements pursuant to which they have agreed, among other things to vote their Common Shares in favour of the Arrangement Resolution.

The foregoing his summary does not purport to be complete and is qualified in its entirety by reference to the form of support agreement, which has been filed by the Company under its profile on SEDAR at www.sedar.com

Treatment of Warrants and Options

The outstanding warrants and options to purchase Common Shares of the Company are not being arranged pursuant to the Plan of Arrangement. Holders of outstanding warrants or options to purchase Common Shares that desire to participate in the Arrangement will be required to exercise their warrants and/or options in advance of closing of the Arrangement in order to become a holder of Common Shares and receive their *pro rata* portion of the LUR Consideration Shares.

On April 12, 2023, the Company announced an application to the TSXV to reprice its existing convertible securities to reflect the anticipated change in value to its equity resulting from completion of the Arrangement.

Completion of the Arrangement

The Arrangement will become effective at 12:01 a.m. (Vancouver Time) on the date upon which all of the conditions to completion of the Arrangement as set out in the Arrangement Agreement have been satisfied or waived in accordance with the Arrangement Agreement, all documents agreed to be delivered thereunder have been delivered to the satisfaction of the recipient, acting reasonably, and the filings required under the BCBCA (if any) have been filed with the Registrar. Completion of the Arrangement is expected to occur in the second quarter of 2023; however, it is possible that completion may be delayed beyond this date if the conditions to completion of the Arrangement cannot be met on a timely basis.

Procedure for Distribution of Certificates

Assuming completion of the Arrangement, if you hold your Common Shares through an Intermediary, then you are not required to take any action and LUR Consideration Shares and New Shares will be delivered to your Intermediary through the procedures in place for such purposes between CDS & Co. or similar entities and such Intermediaries. If you hold your Common Shares through an Intermediary, you should contact your Intermediary if you have questions regarding this process. In the case of the Registered Shareholders, the DRS advices representing the LUR Consideration Shares will be distributed to such Registered Shareholders in accordance with their information on file with Endeavour prior to the Effective Date without any further action on the part of such Registered Shareholders. Shareholders should not deliver certificates or DRS advices for Common Shares to Endeavour. As soon as practicable after the Effective Date, DRS advices representing the LUR Consideration Shares to which they are entitled under the Arrangement will be forwarded to each Registered Shareholders.

Registered Shareholders will receive the DRS advices in lieu of physical share certificates evidencing the LUR Consideration Shares that they are entitled to following completion of the Arrangement. Instructions will be provided upon receipt of the DRS advices representing LUR Consideration Shares for Registered Shareholders that would like to request a physical share certificate.

Contractual Hold Period

All LUR Consideration Shares will be subject to a contractual hold period expiring on August 6, 2023, which is the same day as the expiry of the restrictive period imposed under Canadian securities legislation with respect to the securities of LUR securities distributed pursuant to the LUR Private Placement.

Fractional Shares

In no event shall any fractional LUR Consideration Shares be issued to former holders of Class A Shares under the Plan of Arrangement. Where the aggregate number of LUR Consideration Shares to be issued to a former holder of Class A Shares as consideration under the Plan of Arrangement would result in a fraction of a LUR Share being issuable, the number of LUR Shares to be issued to such former holder of Class A Shares shall be rounded down to the nearest whole LUR Share and no former holder of Class A Shares will be entitled to any compensation in respect of a fractional LUR Consideration Share.

Effects of the Arrangement on Shareholders' Rights

Shareholders receiving New Shares and LUR Consideration Shares pursuant to the Arrangement will remain shareholders of the Company and will also become shareholders of LUR. LUR is a company governed by the OBCA. A summary of the

differences between the OBCA and BCBCA is attached to this Circular at Schedule "E".

Dissent Rights

Shareholders are not entitled to dissent in respect of the Arrangement Resolution and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the BCBCA do not apply to the Arrangement Resolution or the Arrangement.

The Arrangement Agreement

The following summary of the material terms of the Arrangement Agreement, both below and elsewhere in this Circular, is a summary only, is not exhaustive and is qualified in its entirety by reference to the terms of the Arrangement Agreement, which is available under the Company's profile on SEDAR at www.sedar.com.

The following summary of the Arrangement Agreement is included solely to provide Shareholders with information regarding the terms of the Arrangement Agreement. It is not intended to provide factual information about the parties or any of their respective subsidiaries or affiliates. The Arrangement Agreement contains representations and warranties by the parties that were made only for purposes of that agreement and as of specific dates or are subject to a standard of materiality that is different from what may be viewed as material to the Shareholders, such as being qualified by reference to a material adverse effect. The assertions embodied in those representations and warranties are qualified by information in the confidential disclosure letter delivered by the Company to LUR pursuant to the Arrangement Agreement and accordingly, Shareholders should not rely on the representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Arrangement Agreement, which subsequent information may or may not be fully reflected in the public record.

Representations and Warranties

The Arrangement Agreement contains certain representations and warranties made by each of the Company and LUR regarding, among other things, organization and qualification; capacity and authority to enter into the Arrangement Agreement; and no dissolution. In addition to the foregoing representations and warranties, the Company has provided additional representations and warranties to LUR with respect to ownership of the Angilak Property; mining claims and concessions; Indigenous rights and claims; and environmental laws.

Effective Date

If: (i) the Arrangement Resolution is approved at the Meeting in accordance with the Interim Order; (ii) the Final Order of the Court is obtained approving the Arrangement; (iii) the LUR Consideration Shares have been conditionally approved for listing on the CSE, subject only to the fulfillment by LUR of the standard listing conditions of the CSE; and (iv) all other conditions disclosed under "*The Arrangement Agreement – Conditions to the Arrangement Becoming Effective*" are met or waived, the Arrangement will become effective on the Effective Date.

It is currently expected that the effective date of the Arrangement will take place in the second quarter of 2023.

Conditions to the Arrangement Becoming Effective

In order for the Arrangement to become effective, certain conditions must have been satisfied or waived including the conditions summarized below.

Mutual Conditions

The respective obligations of the parties to complete the Arrangement are subject to the satisfaction, or mutual waiver by the parties, on or before the Effective Date, of each of the following conditions, each of which are for the mutual benefit of the parties and which may be waived, in whole or in part, by the mutual consent of LUR and the Company at any time:

(a) the Arrangement Resolution will have been approved by the Shareholders at the Meeting in accordance with the Interim Order and applicable laws

(b) each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of the Company and LUR, each acting reasonably, and will not have been set aside or modified in a manner unacceptable to any of the parties, each acting reasonably, on appeal or otherwise;

(c) the LUR Private Placement will have been completed and the LUR Subscription Receipts will have been converted into the applicable underlying securities accordance with the terms thereof;

(d) the necessary conditional approvals or equivalent approvals, as the case may be, of the CSE will have been obtained, including in respect of the listing and posting for trading of the LUR Consideration Shares thereon;

(e) no law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding will otherwise have been taken under any laws or by any governmental authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;

(f) the LUR Consideration Shares to be issued pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof; and

(g) the Arrangement Agreement shall not have been terminated in accordance with its terms.

Conditions in Favour of the Company

The obligation of the Company to complete the Arrangement is subject to the satisfaction, or waiver by the Company on or before the Effective Date, of each of the following conditions, each of which is for the exclusive benefit of the Company and which may be waived by the Company at any time, in whole or in part, in its sole discretion and without prejudice to any other rights that the Company may have:

(a) LUR shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties of LUR set forth in (i) Sections 3.2(a) [*Organization and Qualification*], 3.2(c) [*Authority Relative to this Agreement*] and 3.2(n)(ii) [*No MAE*] of the Arrangement Agreement must be true and correct as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, the accuracy of which shall be determined as of that specified date); (ii) in Section 3.2 of the Arrangement Agreement (other than those contained in those sections referred to in (i) above) shall be true and correct (disregarding for this purpose all materiality or Material Adverse Effect qualifications contained therein) as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, the accuracy of which shall be determined as of that specified date) except for breaches of representations and warranties which have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(c) LUR shall have complied with its obligations to deliver the Cash Consideration and the LUR Consideration Shares;

(d) no Material Adverse Effect with respect to LUR shall have occurred and be continuing;

(e) LUR shall have executed and delivered in favour of the Company all in form and substance acceptable to the Company, acting reasonably, the following: (i) a certified copy of the constating documents of LUR and resolutions of its board of directors approving the entering into the Arrangement Agreement and the completion of the transactions contemplated by the Arrangement Agreement (with a duly appointed senior officer certifying that all such constating documents and resolutions are in full force and effect and, in respect of the resolutions, are all the resolutions adopted in connection with the transactions contemplated under the Arrangement Agreement); (ii) a certificate of incumbency with respect to LUR; (iii) a certificate of good standing or equivalent with respect to LUR; and (iv) a certificate of LUR signed by a senior officer of LUR and dated the Effective Date certifying that the conditions set out paragraphs (a) and (b) above have been satisfied.

Conditions in Favour of LUR

The obligation of LUR to complete the Arrangement is subject to the satisfaction, or waiver by LUR, on or before the Effective Date, of each of the following conditions, each of which is for the exclusive benefit of LUR and which may be waived by LUR at any time, in whole or in part, in its sole discretion and without prejudice to any other rights that LUR may have:

(a) the Company shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) LUR shall be satisfied in its sole and absolute discretion, with the incorporation and organization of the Subco, including without limitation, the ownership by the Company, free and clear of any and all liens, of all of the issued shares of the Subco;

(c) LUR shall be satisfied in its sole and absolute discretion that the Subco does not own any assets other than the Purchased Assets, carry on any business or be subject to any contracts or liabilities or to have engaged verbally or in writing, any employees or consultants;

(d) LUR shall be satisfied in its sole and absolute discretion that the Subco has all due insurance coverage bound in place with respect to the Purchased Assets as would be expected of a prudent and miner like uranium exploration company in Canada;

(e) LUR shall be satisfied in its sole and absolute discretion that the Purchased Assets are as represented in the Arrangement Agreement, including without limitation, that the same are sufficient to carry on the business of the Angilak Property as conducted as at the date of the execution and delivery of the Arrangement Agreement;

(f) the Subco shall have obtained a prospecting licence and “client id” from the Nunavut Mining Recorder’s Office;

(g) LUR shall have received a copy of the following documents regarding the transfer of the Purchased Assets from the Company to the Subco: (i) a copy of the agreement by the Subco, in favour of NTI, to be bound by the Mineral Exploration Agreement, provided to NTI in the required form pursuant to sections 14.02 and 14.03 of the Mineral Exploration Agreement; (ii) a copy of the agreement by the Subco, in favour of NTI, to be bound by the Crown Rights Agreement of April 30, 2008, provided to NTI in the required form pursuant to section 9 of the Crown Rights Agreement; (iii) a copy of the written notice and agreement of the Subco to be bound by the Net Smelter Returns Royalty Agreement of January 10, 2017, in favour of Sandstorm Gold Ltd. (“Sandstorm”), provided to Sandstorm at least 30 days in advance of the transfer of the Angilak Property to the Subco;

(h) LUR shall have received satisfactory proof that all required consents and approvals for the transfer and assignment of the Purchased Assets from the Company to the Subco have been obtained, including without limitation: (i) approval of the Kivalliq Inuit Association with respect to the transfer of Inuit Land Use License KVL308C09 to the Subco, or the issuance to the Subco of a replacement Land Use License in substantially the same form; (ii) approval of the Nunavut Water Board with respect to the assignment of Water Licence 2BEANG2227 to the Subco; (iii) and consent of the Crown with respect to the transfer of Crown Land Use Permit N2019C0013 to the Subco;

(i) the Conveyance Agreement shall have been duly executed and delivered by the Company and the Subco, as reasonably required to implement the transfer of the Purchased Assets;

(j) LUR shall have received satisfactory proof, in its sole and absolute discretion that the Subco is the registered owner of the Angilak Property, free and clear of any and all liens, save and except for permitted liens at set out in the Arrangement Agreement;

(k) the Earn-In Agreement shall remain in full force and effect, and shall not have been terminated by the Company and the Company shall not be in breach of default thereunder;

(l) the representations and warranties of the Company set forth in (i) n Sections 3.1(a) [*Organization and Qualification*], Section 3.1(b) [*Authority Relative to this Agreement*] and 3.1(i)(i) [*No MAE*] of the Arrangement Agreement must be

true and correct as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, the accuracy of which shall be determined as of that specified date); (ii) in Section 3.1 of the Arrangement Agreement (other than those contained in the Sections of the Arrangement Agreement set forth above under (i)) shall be true and correct (disregarding for this purpose all materiality or Material Adverse Effect qualifications contained therein) as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, the accuracy of which shall be determined as of that specified date) except for breaches of representations and warranties which have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(m) no Material Adverse Effect with respect to the Company shall have occurred and be continuing;

(n) the Company shall have executed and delivered in favour of LUR all in form and substance acceptable to LUR, acting reasonably, the following: (i) a certified copy of the constating documents of the Company and resolutions of the Board approving the entering into the Arrangement Agreement and the completion of the transactions contemplated by the Arrangement Agreement (with a duly appointed senior officer certifying that all such constating documents and resolutions are in full force and effect and, in respect of the resolutions, are all the resolutions adopted in connection with the transactions contemplated under the Arrangement Agreement); (ii) a certificate of incumbency with respect to the Company and the Subco; (iii) a certificate of good standing or equivalent with respect to the Company and the Subco; and (iv) a certificate of the Company signed by a senior officer of the Company and dated the Effective Date certifying that the conditions set out in paragraphs (a) and (l) above, have been satisfied; (v) a certificate of the Company signed by a senior officer of the Company and dated the Effective Date certifying that: (A) the Subco does not have any liabilities for taxes which are chargeable against the Purchased Assets for any period ending on or before the Effective Time; (B) the Subco has duly and on a timely basis paid all taxes required to be paid by it on or before the later of the Effective Time and has duly and timely collected or withheld all taxes and other amounts required by law to be withheld by it, including, without limitation, all taxes shown as due and owing on all tax returns, all taxes assessed or reassessed by any governmental authority and all instalments on account of taxes for the current year and has duly and timely remitted to the appropriate governmental authority such taxes and other amounts required by applicable law to be remitted by it; (C) the Subco will have duly and timely filed all tax returns required to be filed in all relevant jurisdictions under applicable laws, and all such tax returns will be complete and correct and will have been prepared in compliance with all applicable laws; and

(o) there shall not be pending or threatened in writing any proceeding by any governmental authority or any other person that is reasonably likely to result in any imposition of limitations on the ability of LUR to complete the Arrangement or acquire or hold, or exercise full rights of ownership of, the Purchased Assets.

Termination

Termination by Mutual Consent

The Arrangement Agreement may at any time before the Effective Time be terminated by mutual written agreement of the Company and LUR.

Termination by Either the Company or LUR

The Arrangement Agreement may be terminated by either the Company or LUR at any time prior to the Effective Time, if:

(a) the Effective Time does not occur on or before the Outside Date, except that the right to terminate the Arrangement Agreement under this section shall not be available to any party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure of the Effective Time to occur by the Outside Date;

(b) the Meeting is held and the Arrangement Resolution is not approved by the Shareholders in accordance with applicable laws and the Interim Order, except that the right to terminate the Arrangement Agreement under this section shall not be available to any party whose failure to fulfil any of its obligations or breach of any of its representations and

warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure to receive approval of the Arrangement Resolution by the Shareholders; or

(c) any law is enacted or made that remains in effect and that makes the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited, and such law has become final and non-appealable, except that the right to terminate the Arrangement Agreement under this section shall not be available to any party unless such party has used its commercially reasonable efforts to, as applicable, appeal or overturn such law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement.

Termination by LUR

This Agreement may be terminated by LUR at any time prior to the Effective Time, if:

(a) subject to compliance with the notice and cure provisions of the Arrangement Agreement, the Company breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions to completion of the Arrangement not to be satisfied, in each case in any material respect, and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement; provided, however, that any wilful breach will be deemed incapable of being cured and LUR is not then in breach of the Arrangement Agreement so as to cause any of the conditions to completion of the Arrangement not to be satisfied; or

(b) a Material Adverse Effect with respect to the Company has occurred after the date of this Agreement and is continuing.

Termination by the Company

The Arrangement Agreement may be terminated by the Company at any time prior to the Effective Time if:

(a) subject to compliance with notice and cure provisions of the Arrangement Agreement, LUR breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions to completion of the Arrangement not to be satisfied, in each case in any material respect, and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement; provided, however, that any wilful breach shall be deemed incapable of being cured and the Company is not then in breach of the Arrangement Agreement so as to cause any of the conditions to completion of the Arrangement not to be satisfied; or

(b) a Material Adverse Effect with respect to LUR has occurred after the date of this Agreement and is continuing.

Fees and Expenses

In the event either the Company or LUR terminates the Arrangement Agreement in the event that Shareholders fail to approve the Arrangement Resolution by the requisite majority at the Meeting, the Company has agreed to reimburse LUR in respect of reasonable and documented expenses it has actually incurred in respect of the Arrangement and the Arrangement Agreement up to a maximum of $500,000. Subject to the foregoing, each of the Company and LUR will pay its own expenses incurred in connection with the Arrangement.

The Earn-In Agreement

As a means of funding exploration on the Angilak Property during the current field season and pending completion of the Arrangement, the Company and LUR entered into the Earn-In Agreement pursuant under which LUR has the option to earn up to a 10% interest in the Angilak Property by financing mineral exploration expenditures in the aggregate amount of up to $3.5-million on or before the first anniversary of the Earn-In Agreement. On closing of the Arrangement, the Earn-In Agreement will effectively be assigned to and assumed by LUR such that it will own 100% of the Angilak Property.

Regulatory Law Matters and Securities Law Matters

Other than the Final Order, the Regulatory Approvals, and the approval of the TSXV, the Company is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement. In the event that any such approvals or consents are determined to be required, such approvals or consents will be sought. Any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement. While there can be no assurance that any regulatory consents or approvals that are determined to be required will be obtained, the Company currently anticipates that any such consents and approvals that are determined to be required will have been obtained or otherwise resolved by the Effective Date. Subject to receipt of Shareholder approval of the Arrangement Resolution at the Meeting, receipt of the Final Order and the satisfaction or waiver of all other conditions specified in the Arrangement Agreement, the Effective Date is expected to be in the second quarter of 2023.

Shareholder Approval of Arrangement Resolution

At the Meeting, the Shareholders will be asked to consider and, if deemed fit, pass the Arrangement Resolution. In order to be effective, as provided in the Interim Order and by the BCBCA, the Arrangement Resolution must be approved by at least two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

In the event that Shareholders fail to approve the Arrangement Resolution by the requisite majority, the Arrangement will not be completed. The Board has approved the terms of the Arrangement Agreement and the Plan of Arrangement and recommends that the Shareholders vote FOR the Arrangement Resolution. See "*Recommendation of the Board*" above.

Court Approval of the Arrangement

The Arrangement requires approval by the Court under the BCBCA. Prior to mailing this Circular, on April 13, 2023, the Company obtained the Interim Order providing for the calling and holding of the Meeting and certain other procedural matters. The Company also filed the Petition and Notice of Hearing of Petition for the Final Order to approve the Arrangement. The text of the Interim Order and the Notice of Hearing on Petition is set out in Schedule "F" to this Circular.

Subject to the terms of the Arrangement Agreement, and if the Arrangement Resolution is approved by Shareholders at the Meeting in the manner required by the Interim Order and the Regulatory Approvals are obtained, the Company intends to make an application to the Court for the Final Order. The Company is required to seek the Final Order as soon as reasonably practicable, but, in any event, not later than two Business Days following the Meeting. If the if the Arrangement Resolution is approved by Shareholders at the Meeting, the application for the Final Order approving the Arrangement is expected to be scheduled for May 17, 2023 at 9:45 a.m. at 800 Smithe Street, Vancouver, British Columbia, Canada, or as soon thereafter as counsel may be heard, or at any other date and time as the Court may direct. Any Shareholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Final Order must file and serve a response to petition no later than 9:45 a.m. (Vancouver Time) on May 12, 2023 along with any other documents required, all as set out in the Interim Order and the Notice of Hearing on Petition, the text of which are set out in Schedule "F" to this Circular, and satisfy any other requirements of the Court. Such Persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned, then, subject to further order of the Court, only those persons having previously filed and served a response to petition will be given notice of the adjournment.

The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement. The Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, the Company or LUR may determine not to proceed with the Arrangement.

The New Shares and the LUR Consideration Shares to be issued to Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereof and exemptions provided under the Securities Laws of each state of the United States in which Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more

bona fide outstanding securities from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court will be advised prior to the hearing of the application for the Final Order that if the terms and conditions of the Arrangement, and the fairness thereof, are approved by the Court, the New Shares and the LUR Consideration Shares to be received by Shareholders pursuant to the Arrangement will not require registration under the U.S. Securities Act pursuant to Section 3(a)(10) thereunder. The Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to, amongst other matters, the issuance of the New Shares and the LUR Consideration in exchange for the Common Shares pursuant to the Arrangement. See "*Regulatory Law Matters and Securities Law Matters*" below.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Notice of Hearing on Petition attached at Schedule "F" this Circular. The Notice of Hearing on Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

Stock Exchange Listing and Approval Matters

The Company is a reporting issuer in each of the provinces of British Columbia and Alberta and the Common Shares are listed and posted for trading on the TSXV under the symbol "VO". On March 27, 2023, the TSXV issued its conditional approval letter to the Company with respect to the Arrangement, with its final acceptance being conditional upon, among other things, the requisite approval of Shareholders of the Arrangement Resolution at the Meeting.

LUR is a reporting issuer in each of the provinces of British Columbia, Alberta and Ontario and the LUR Shares are listed and posted for on the CSE under the symbol "LUR" and on the OTCQB Marketplace under the symbol "LURAF". LUR has made all filings required to date under rules and policies of the CSE in connection with the listing of the LUR Consideration Shares on the CSE. It is a condition of the Arrangement that the necessary conditional approvals or equivalent approvals, as the case may be, of the CSE will have been obtained, including in respect of the listing of the LUR Consideration Shares thereon.

Canadian Securities Law Matters

Each Shareholder is urged to consult its professional advisors to determine the Canadian conditions and restrictions applicable to trades in the New Shares or LUR Consideration Shares.

The distribution of the New Shares and LUR Consideration Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian securities legislation and is exempt from or otherwise is not subject to the registration requirements under applicable securities legislation. Under Canadian securities legislation, the New Shares and LUR Consideration Shares received pursuant to the Arrangement will not be legended and may generally be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a"control distribution" as defined National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators, (ii) no unusual effort is made to prepare the market or to create a demand for the New Shares or the LUR Consideration Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a Person or company in respect of such sale, and (iv) if the selling security holder is an insider or officer of the Company or LUR, as the case may be, the selling security holder has no reasonable grounds to believe that the Company or LUR, as the case may be, is in default of applicable Canadian Securities Laws. Resales of New Shares and LUR Consideration Shares will, however, be subject to resale restrictions where the sale is made from the holdings of any person or combination of persons holding a sufficient number of New Shares or LUR Consideration Shares, as the case may be, to affect materially the control of the Company or LUR, respectively. The issuance pursuant to the Arrangement of the New Shares and the LUR Consideration Shares, as well as all other issuances, trades and exchanges of securities under the Arrangement, will be made pursuant to exemptions from the prospectus requirements contained in applicable Canadian provincial securities legislation or, where required, exemption orders or rulings from various securities regulatory authorities in the provinces and territories of Canada where Shareholders are resident.

Notwithstanding the foregoing, the LUR Consideration Shares will be subject to a contractual hold period expiring on August 6, 2023, which is the same day as the expiry of the restrictive period imposed under Canadian securities legislation with respect to the securities of LUR securities distributed pursuant to the LUR Private Placement.

United States Securities Law Matters

The resale rules under the U.S. Securities Act applicable to Shareholders in the United States are summarized below. The following summary is a general overview of certain requirements of U.S. federal securities laws that may be applicable to Shareholders in the United States with respect to the LUR Consideration Shares that they may receive pursuant to the Arrangement. All Shareholders in the United States are urged to consult with their own legal counsel to ensure that any proposed resale of such LUR Consideration Shares complies with applicable Securities Laws.

Any Shareholder in the United States who is not an "affiliate" of LUR at the time of any resale of LUR Consideration Shares and has not been an affiliate of LUR within 90 days before the resale (including within 90 days prior to the Effective Date) may generally resell LUR Consideration Shares without restriction under the U.S. Securities Act. An "affiliate" of an issuer is a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the issuer. "Control" means the possession, direct or indirect, of the power to direct or cause direction of the management and policies of an issuer, whether through the ownership of voting securities, by contract or otherwise. Typically, persons who are executive officers, directors or 10% or greater shareholders of an issuer are considered to be its "affiliates". Any Shareholder in the United States who is an affiliate of LUR at the time of any resale of LUR Consideration Shares or has been an affiliate of LUR within 90 days before the resale (including within 90 days before the Effective Date) will be subject to restrictions on resale imposed by the U.S. Securities Act with respect to the LUR Consideration Shares. These shareholders may not resell their LUR Consideration Shares unless such securities are registered under the U.S. Securities Act or an exclusion or exemption from registration is available, such as pursuant to Rule 904 of Regulation S under the U.S. Securities Act or Rule 144 under the U.S. Securities Act, if available, as follows:

- *Resale of LUR Consideration Shares Pursuant to Rule 904 of Regulation S*. In general, under Rule 904 of Regulation S, persons who are affiliates of LUR at the time of their resale of LUR Consideration Shares solely by virtue of their status as an officer or director of LUR may sell LUR Consideration Shares outside of the United States in an "offshore transaction" (which would include a sale through the CSE, if applicable) if neither the seller nor any person acting on its behalf engages in "directed selling efforts" in the United States and no selling commission, fee or other remuneration is paid in connection with such sale other than a usual and customary broker's commission. For purposes of Regulation S, "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered in the sale transaction. Certain additional restrictions are applicable to a holder of LUR Consideration Shares who is an affiliate of LUR at the time of their resale of LUR Consideration Shares other than by virtue of their status as an officer or director of LUR.

- *Resale of LUR Consideration Shares Pursuant to Rule 144*. In general, under Rule 144 under the U.S. Securities Act, if available, persons who are affiliates of LUR at the time of their resale of LUR Consideration Shares, or who were affiliates of LUR within 90 days prior to the resale, including within 90 days prior to the Effective Date, will be entitled to sell LUR Consideration Shares in the United States, provided that during any three-month period, the number of such LUR Consideration Shares sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange, the average weekly trading volume of such securities during the four-week period preceding the date of sale, subject to specified restrictions on manner of sale, notice requirements, aggregation rules and the availability of current public information about LUR. Each U.S. Holder of Common Shares should consult its own tax advisor as to the particular tax consequences to it of the receipt of LUR Consideration Shares pursuant to the Arrangement and the ownership and disposition of the LUR Consideration Shares received, including the effects of applicable U.S. federal, state and local tax laws and non-U.S. tax laws and possible changes in tax laws.

Similar U.S. restrictions on transfer apply to the New Shares received by any Shareholder in the United States who is an affiliate of the Company at the time of any resale of the New Shares or who was an affiliate of the Company within the 90 days immediately before such resale (including the 90 days prior to the Effective Date).

Multilateral Instrument 61-101

The Company is a reporting issuer in the provinces of British Columbia and Alberta, and accordingly, is subject to applicable securities laws of such provinces. The securities regulatory authorities in the Province of Alberta have adopted Multilateral

Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"). MI 61-101 establishes disclosure, valuation, review and approval processes in connection with certain transactions (business combinations, related party transactions, insider bids, and issuer bids) where there is a potential for conflicts of interest because the transaction involves one or more "interested parties" or "related parties" who are parties to the transaction and have the potential to receive information, advantages, different consideration or other benefits that are not available to shareholders generally. These protections generally apply to "business combinations" (as defined in MI 61-101) that terminate the interests of securityholders without their consent and related party transactions in circumstances where a related party is entitled to consideration for a security that is not identical in amount and form to the entitlement of shareholders generally or is entitled to a "collateral benefit" (as defined in MI 61-101). If a transaction is determined to be a "business combination", MI 61-101 requires that, in addition to the approval of the transaction by at least two-thirds of the vote cast by all shareholders present in person or represented by proxy at the applicable shareholder meeting, the transaction would be subject to "minority approval" requirements (as defined in MI 61-101).

As previously described in this Circular, all of the issued and outstanding Common Shares will be exchanged for the New Shares and the LUR Consideration Shares under the terms of the Plan of Arrangement. Unless certain exceptions apply, the Arrangement would be considered a "business combination" in respect of the Company pursuant to MI 61-101 since the interest of a holder of a Common Share may be terminated without the holder's consent. Accordingly, unless there is no "related party" of the Company that is entitled to receive a "collateral benefit" in connection with the Arrangement, the Arrangement would be considered a "business combination" and subject to "minority approval" requirements at the Meeting.

In assessing whether the Arrangement could be considered to be a "business combination" for the purposes of MI 61-101, the Company reviewed all benefits or payments which related parties of the Company are entitled to receive, directly or indirectly, as a consequence of the Arrangement, to determine whether any benefit or payment payable to such related parties of the Company constitutes a "collateral benefit". For these purposes, the only related parties of the Company that may receive a benefit, directly or indirectly, as a consequence the Arrangement, are Mr. James Paterson, a director and the Chief Executive Officer and Chairman of the Company, who will be appointed to the board of directors of LUR on closing of the Arrangement, along with one additional appointee of the Company to be determined prior to Closing, each of whom may receive certain compensation from LUR in connection with such directorships, as further described herein under "*Interests of Certain Persons in the Arrangement*".

A "collateral benefit", as defined in MI 61-101, includes any benefit that a "related party" (as defined in 61-101) of the Company is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities, or other enhancement in benefits related to past or future services as an employee, director or consultant of the Company or its affiliates. However, MI 61-101 exempts from the meaning of "collateral benefit" certain benefits to a related party received solely in connection with the related party's services as an employee, director or consultant of an issuer or an affiliated entity of the issuer or a successor to the business of the issuer where, among other things:

(a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction;

(b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner;

(c) full particulars of the benefit are disclosed in the disclosure document for the transaction, and, either:

(i) at the time the transaction is agreed to, the related party and its associated entities beneficially own or exercise control or direction over, less than one percent of the outstanding securities of each class of equity securities of the issuer as at the date the Arrangement Agreement was executed; or

(ii) if the transaction is a "business combination",

(A) the related party discloses to an independent committee of the issuer the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities beneficially owned by the related party,

(B) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than five percent of the value referred to in subclause (A), and (C) the independent committee's determination is disclosed in the disclosure document for the transaction.

The director fees and compensation that could be received by a Company appointee to LUR's board of directors on closing of the Arrangement may be considered "collateral benefits" received by the applicable related party of the Company for the purposes of MI 61-101, subject to the availability of the exemption described above.

Following disclosure by Mr. James Paterson of the expected director fees that he may receive after closing of the Arrangement in his capacity as a member of the board of directors LUR, being approximately $60,000, the Special Committee determined that the aforementioned benefits or payments that may be received by Mr. Paterson, do not constitute a "collateral benefit" for the purposes of MI 61-101 described above, since, among other things, Mr. James Paterson is not currently entitled to receive such amounts and would only become entitled to any such amounts at the discretion of the board of directors of LUR, these benefits are to be received solely in connection with Mr. Paterson's services as directors of LUR, which is the successor in interest to the Company's business comprised of the Angilak Property, such fees are not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to Mr. Paterson for his Common Shares, are not conditional on Mr. Paterson's supporting the Arrangement in any manner, and, at the time of the entering into of the Arrangement Agreement, the value of director fees that Mr. James Paterson expects to receive for serving on the board of directors of LUR is less than five percent of the consideration Mr. James Paterson expects to receive for his Common Shares pursuant to the Arrangement. Accordingly, the Arrangement is not considered to be a "business combination" in respect of the Company, and as a result, no "minority approval" is required for the Arrangement Resolution.

In addition, at the time the Arrangement was agreed to, no related party was a party to a "connected transaction" to the Arrangement within the meaning of MI 61-101. Even though the Company is intending to seek a repricing of its convertible securities to reflect the revised value of its equity after the distribution of the LUR Consideration Shares to the Shareholders pursuant to the Arrangement, and such repricing may be considered a connected transaction with respect to the Arrangement as it would be conditional upon the closing of the Arrangement, such repricing of convertible securities is not being completed pursuant to a transaction agreed to with any related party that was agreed to at the time the Arrangement was agreed to and there exists no current agreement with any of the holders of such convertible securities with respect to the proposed repricing. See "*Interests of Certain Persons in the Arrangement*".

Interests of Certain Persons in the Arrangement

In considering the recommendation of the Board with respect to the Arrangement, Shareholders should be aware that the Company's senior management and the Board will participate in the Arrangement, to the extent they are Shareholders, in the same manner as Shareholders. Additionally, Mr. James Paterson is currently a director, officer and a significant shareholder of the Company for the purposes of applicable securities legislation, and is proposed to serve, along with another to be identified member of the Board, as a director of LUR upon completion of the Arrangement. It is expected that Mr. Paterson and another appointee to the board of directors of LUR may receive annual director fees with respect to their services as a director of LUR of approximately $60,000, or such other amount or forms of compensation as determined by the board of directors of LUR from time to time. See Schedule "A" "*Information Regarding LUR*" for further details.

The directors and executive officers of the Company hold, in the aggregate, 30,151,594 Common Shares representing approximately 21.24% of the Common Shares outstanding as of the Record Date. All of the Common Shares held by the directors and executive officers of the Company will be treated in the same fashion under the Arrangement as Common Shares held by every other Shareholder. The directors and executive officers of the Company, and their holdings of Common Shares, are as follows:

Name/Position	**Number of Common Shares Held at April 10, 2023**	**Percent of Common Shares outstanding at April 10, 2023**
James Paterson, Chief Executive Officer, Director and Chairman	31,296,333	18.60%
Robert Scott, Chief Financial Officer[1]	2,092,761	1.24%
Dale Wallster, Director	500,000	0.30%
James Malone, Director	550,000	0.33%
Garth Kirkham, Director[2]	680,000	0.40%
Darren Klinck, Director[3]	622,500	0.37%
Total	**35,741,594**	**21.24%**

Notes:

(1) 74,658 of such Common Shares are indirectly beneficially owned or controlled through GSBC Financial Management Inc.

(2) 330,000 of such Common Shares are indirectly beneficially owned or controlled through Kirkham Geosystems Ltd.

(3) 422,500 of such Common Shares are indirectly beneficially owned or controlled through Westcott Management Ltd.

The Common Shares held by directors and officers of the Company may change prior to the Effective Date as a result of, among other things, participation of such directors and officers in the Company Private Placement. The actual pro rata proportion of the LUR Consideration Shares that each director and officer will receive pursuant to the Plan of Arrangement will depend on the number of Common Shares held by such directors and officers as at the Effective Date.

As announced by the Company on April 12, 2023, all outstanding stock options in the Company, the majority of which are held by directors and executive officers of the Company are being retained and will be repriced by the Company and adjusted subject to approval of disinterested Shareholders. The repricing of stock options is not being completed pursuant to the Arrangement or as a condition thereof and there exists no current agreement with any of the holders of the options with respect to the proposed repricing. See "*Business of the Meeting – Approval of Repricing of Previously Granted Stock Options*".

As announced by the Company on April 12, 2023, the Company is also seeking to reprice its existing warrants to purchase Common Shares, some of which are held by directors and executive officers of the Company. The repricing of warrants is not being completed pursuant to the Arrangement or as a condition thereof and there exists no current agreement with any of the holders of the warrants with respect to the proposed repricing. Warrants held by the directors and executive officers of the Company are as follows:

<table>
<tr><th>Name/Position</th><th>Number of Warrants Held at April 10, 2023</th><th>Exercise Price</th><th>Adjusted Exercise Price</th><th>Expiry Date</th></tr>
<tr><td>James Paterson, Chief Executive Officer, Director and Chairman</td><td>208,750</td><td>$0.60</td><td rowspan="2">10 day volume weighted average trading price of the Common Shares</td><td>August 30, 2024</td></tr>
<tr><td>Robert Scott, Chief Financial Officer</td><td>93,750</td><td>$0.60</td><td>August 30, 2024</td></tr>
</table>

<table>
<tr><td>Dale Wallster, Director</td><td>20,000</td><td>$0.60</td><td rowspan="3">following closing of the Arrangement</td><td>August 30, 2024</td></tr>
<tr><td>Darren Klinck, Director[2]</td><td>11,250</td><td>$0.60</td><td>August 30, 2024</td></tr>
<tr><td>Total</td><td>333,750</td><td></td><td></td></tr>
</table>

Notes:

(1) Such warrants are indirectly beneficially owned or controlled through Kirkham Geosystems Ltd.
(2) Such warrants are indirectly beneficially owned or controlled through Westcott Management

Risks Associated with the Arrangement

In evaluating the Arrangement, Shareholders should carefully consider the following risk factors relating to the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by the Company, may also adversely affect trading price of the New Shares, the LUR Consideration Shares and/or the businesses of the Company and LUR following the Arrangement. In addition to the risk factors relating to the Arrangement set out below, Shareholders should also carefully consider the risk factors associated with the businesses of the Company and LUR included in this Circular, the Schedules to this Circular and in the documents incorporated by reference herein. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated. The risks associated with the Arrangement include the risk factors set out below.

The Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having an adverse material effect on the Company. Each of the Company and LUR has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can the Company provide any assurance, that the Arrangement Agreement will not be terminated by any of the Company or LUR before the completion of the Arrangement. For example, LUR has the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur that, in the aggregate, have an adverse material effect on the Company. There is no assurance that a change having an adverse material effect on the Company will not occur before the Effective Date, in which case LUR could elect to terminate the Arrangement Agreement and the Arrangement would not proceed.

There can be no certainty that all conditions precedent to the Arrangement will be satisfied. The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of the Company, including satisfaction of the conditions precedent to the Arrangement and receipt of the Final Order. There can be no certainty, nor can the Company provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed, the market price of the Common Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total consideration to be paid pursuant to the Arrangement.

The Company will incur costs even if the Arrangement is not completed. Certain costs related to the Arrangement, such as legal, accounting and Fairness Opinion fees, must be paid by the Company even if the Arrangement is not completed. The Company is liable for all of its own costs, and in certain circumstances certain of LUR's costs, incurred in connection with the Arrangement. See "Fees and Expenses".

The market price for the Common Shares may decline. If the Arrangement is not approved by the Shareholders, the market price of the Common Shares may decline to the extent that the current market price of the Common Shares reflects a market assumption that the Arrangement will be completed. If the Arrangement Resolution is not approved and the Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total consideration to be paid pursuant to the Arrangement.

The number of LUR Consideration Shares to be received by Shareholders pursuant to the Arrangement is fixed. Pursuant to the provisions of the Plan of Arrangement, the number of LUR Consideration Shares to be received under the Arrangement is fixed and will not increase or decrease due to fluctuations in the market price of the Common Shares or the LUR Shares or in the event of additional dilution between the date hereof and the Effective Date (such as in connection with the Company Private Placement or through the exercise of any outstanding warrants or options of the Company). There is no

assurance that the number of LUR Consideration Shares to be issued to Shareholders accurately reflects the value of the Angilak Property.

Information Concerning LUR

LUR is a growth-oriented junior uranium company, purpose built to explore for and develop uranium in Labrador, Canada. LUR holds a dominant land position in the Central Mineral Belt, a well-known uranium and multi-commodity metal district. LUR is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and the LUR Shares are listed and posted for trading on the CSE under the symbol “LUR” and on the OTCQB Marketplace under the symbol “LURAF”. The registered office of LUR is located at 217 Queen St. West Suite 401. Toronto, ON M5V 0R2. Further information relating to LUR is contained in Schedule “A” to this Circular.

Information Concerning LUR Following Completion of the Arrangement

Upon completion of the Arrangement, the Purchaser will directly own all of the outstanding Subco Shares and will indirectly own a 100% interest the Angilak Property. Further information relating to LUR following completion of the Arrangement is contained in Schedule “B” to this Circular.

Certain Canadian Federal Income Tax Considerations

The following is as of the date hereof a general summary of the principal Canadian federal income tax considerations under the *Income Tax Act* (Canada) and the regulations thereunder (collectively, the “**Tax Act**”) relating to the Arrangement generally applicable to a beneficial owner of Common Shares who, for the purposes of the Tax Act and at all relevant times: (i) holds Common Shares, and will hold New Shares and LUR Consideration Shares as capital property, and (ii) is not affiliated with and deals at arm’s length with the Company, LUR and any subsequent purchasers of Common Shares, New Shares and LUR Consideration Shares (a “**Holder**”). A Common Share, New Share or LUR Consideration Share generally will be capital property to a Holder unless such share is held in the course of carrying on a business of trading in or dealing in securities, or it has been acquired in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) (“**Tax Proposals**”) before the date of this Prospectus, and the current published administrative policies and assessing practices of the Canada Revenue Agency (“**CRA**”). No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all. Except as mentioned above, this summary does not take into account or anticipate any changes in law, whether by legislative, administrative or judicial decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

This summary is not exhaustive of all possible Canadian federal income tax considerations, is of a general nature only, and is not intended, nor should it be construed, to be legal or tax advice to any particular Holder. Accordingly, Holders should consult their own tax advisors about the specific tax consequences to them of the Arrangement and of holding and disposing of Common Shares, New Shares or LUR Consideration Shares.

Holders Resident in Canada

The following portion of the summary is generally applicable to a Holder that, at all relevant times for purposes of the Tax Act, is or is deemed to be, a resident of Canada (a “**Resident Holder**”).

Resident Holders that might not otherwise be considered to hold their Common Shares, New Shares or LUR Consideration Shares as capital property may, in certain circumstances, be entitled to have such shares and all other “Canadian securities” (as defined in the Tax Act) owned in the taxation year of the election and all subsequent taxation years deemed to be capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Resident Holders should consult their own tax advisors as to whether an election under subsection 39(4) of the Tax Act is available and/or advisable in their particular circumstances.

This summary does not apply to a Resident Holder: (i) that is a “financial institution” for purposes of the Tax Act, (ii) that is a

"specified financial institution" as defined for purposes of the Tax Act, (iii) that is a corporation that is, or becomes as part of a transaction or event or series of transactions or events that includes the Arrangement, controlled by a non-resident, or a group of non-resident persons not dealing with each other at arm's length, for the purposes of the "foreign affiliate dumping rules" in section 212.3 of the Tax Act, (iv) to which the "functional currency" reporting rules in section 261 of the Tax Act apply, (v) that enters into or has entered into, with respect to the New Shares or LUR Consideration Shares, a "synthetic disposition arrangement" or "derivative forward arrangement", as such terms are defined in the Tax Act, (vi) who has acquired Common Shares upon the exercise of an employee stock option, or (vii) an interest in which is a "tax shelter investment" for purposes of the Tax Act. Such Resident Holders should consult their own tax advisors.

Redesignation of Common Shares into Class A Common Shares

The redesignation of the Common Shares into Class A Common Shares should not cause a Resident Holder to recognize a capital gain or a capital loss. The "adjusted cost base" (as defined in the Tax Act) ("ACB") to a Resident Holder of the Class A Common Shares should be equal to the ACB that the Resident Holder had in the Common Shares.

Exchange of Class A Common Shares for New Shares and LUR Consideration Shares

A Resident Holder who exchanges Class A Common Shares for New Shares and LUR Consideration Shares pursuant to the Arrangement (the "**Share Exchange**") will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the LUR Consideration Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the "paid-up capital" (as defined in the Tax Act) ("**PUC**") of the Resident Holder's Class A Common Shares determined at that time. Any such taxable dividend will be taxable as described below under "*Holders Resident in Canada – Taxation of Dividends on New Shares or LUR Consideration Shares*". However, the Company expects that the fair market value of all LUR Consideration Shares distributed pursuant to the Share Exchange under the Arrangement will not exceed the PUC of the Class A Common Shares. Accordingly, the Company does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges Class A Common Shares for New Shares and LUR Consideration Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those LUR Consideration Shares at the effective time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the ACB of the Resident Holder's Class A Common Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The Resident Holder will acquire the LUR Consideration Shares received on the Share Exchange at a cost equal to their fair market value as at the effective time of the Share Exchange, and the New Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder's Class A Common Shares immediately before the Share Exchange exceeds the fair market value of the LUR Consideration Shares as at the effective time of the Share Exchange.

Taxation of Dividends on New Shares or LUR Consideration Shares

Dividends received or deemed to be received on New Shares or LUR Consideration Shares by a Resident Holder that is an individual (other than certain trusts) will be included in computing the individual's income and will be subject to the gross-up and dividend tax credit rules normally applicable to taxable dividends received by an individual from a taxable Canadian corporation. Taxable dividends received or deemed to be received by such individual which are designated by that company as "eligible dividends" in accordance with the Tax Act will be subject to enhanced gross-up and dividend tax credit rules under the Tax Act.

Taxable dividends received by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Dividends received or deemed to be received on New Shares or LUR Consideration Shares by a Resident Holder that is a corporation will be included in computing that corporation's income and generally will be deductible in computing the taxable income of that corporation. In certain circumstances, a taxable dividend received by a Resident Holder that is a corporation may be treated as proceeds of disposition or a capital gain pursuant to the rules in subsection 55(2) of the Tax Act. In addition,

a Resident Holder that is a "private corporation" or a "subject corporation" for purposes of the Tax Act will generally be liable to pay a refundable tax under Part IV of the Tax Act on dividends received or deemed to be received to the extent such dividends are deductible in computing such Resident Holder's taxable income. A "subject corporation" is generally a corporation (other than a private corporation) resident in Canada and controlled directly or indirectly by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts).

A Resident Holder that is throughout the relevant taxation year a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable for an additional tax (refundable in certain circumstances) in respect of its "aggregate investment income" for the year, which is defined in the Tax Act to include dividends received or deemed to be received in respect of a New Share or LUR Consideration Shares, but not dividends or deemed dividends that are deductible in computing the dividend recipient's taxable income. Tax Proposals released on August 9, 2022, are intended to extend this additional tax and refund mechanism in respect of "aggregate investment income" to "substantive CCPCs" as defined in such Tax Proposals. Resident Holders are advised to consult their own tax advisors regarding the possible implications of these Tax Proposals in their particular circumstances.

Disposition of New Shares and LUR Consideration Shares

On a disposition or a deemed disposition of New Shares or LUR Consideration Shares (other than to the Company or LUR, respectively, unless purchased by the Company or LUR on the open market in the manner in which shares are normally purchased by any member of the public in the open market), a Resident Holder generally will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of such share exceed (or are exceeded by) the aggregate of the Resident Holder's adjusted cost base thereof and any reasonable costs of disposition. The tax treatment of any such capital gain (or capital loss) is described under the heading "*Holders Resident in Canada - Taxation of Capital Gains and Capital Losses*".

Taxation of Capital Gains and Capital Losses

Generally, one-half of the amount of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year must be included in computing the Resident Holder's income in that year, and one-half of the amount of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year generally must be deducted from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following taxation year against taxable capital gains realized in such years to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss realized on the disposition or deemed disposition of a New Share or a LUR Consideration Share by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on the New Share or LUR Consideration Share, respectively, (or on a share for which such share has been substituted) to the extent and in the circumstances prescribed by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns New Shares or LUR Consideration Shares, directly, or indirectly through a partnership or a trust. Resident Holders to which these rules may be relevant should consult their own tax advisors.

A Resident Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable for an additional refundable tax on its "aggregate investment income", which is defined in the Tax Act to include taxable capital gains. Tax Proposals released on August 9, 2022, are intended to extend this additional tax and refund mechanism in respect of "aggregate investment income" to "substantive CCPCs" as defined in such Tax Proposals. Resident Holders are advised to consult their own tax advisors regarding the possible implications of these Tax Proposals in their particular circumstances.

Capital gains realized by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Holder that, at all relevant times for purposes of the Tax Act, is (i) neither a resident nor deemed to be a resident of Canada (including as a consequence of an applicable income tax treaty or convention) and (ii) does not use or hold, and is not deemed to use or hold Common Shares, Class A Common Shares, New

Shares, or LUR Consideration Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer carrying on business in Canada and elsewhere, or an "authorized foreign bank" as defined in the Tax Act. Such Non-Resident Holders should consult their own tax advisers with respect to the Arrangement.

Redesignation of Common Shares into Class A Common Shares, and Exchange of Class A Common Shares for New Shares and LUR Consideration Shares

The discussion of the tax consequences of the redesignation of the Common Shares into Class A Common Shares and Share Exchange for Resident Holders under the headings "*Holders Resident in Canada – Redesignation of Common Shares into Class A Common Shares" and "Holders Resident in Canada – Exchange of Class A Common Shares for New Shares and LUR Consideration Shares*", respectively, generally will also apply to Non-Resident Holders. The general taxation rules applicable to Non-Resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings "*Holders Not Resident in Canada – Taxation of Dividends on New Shares or LUR Consideration Shares*" and "*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*" respectively.

Taxation of Dividends on New Shares or LUR Consideration Shares

A Non-Resident Holder to whom the Company or LUR pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Arrangement (if at all), or otherwise in respect of the Non- Resident Holder's New Shares or LUR Consideration Shares, will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend. Under the Canada-US Tax Convention (1980) as amended (the "**Tax Treaty**"), the withholding tax rate for dividends is reduced to 5% for US Non-Resident Holders that are corporations that hold at least 10% of the voting shares of the Company or LUR, as applicable, and reduced to 15% for other US Non-Resident Holders.

Taxation of Capital Gains and Capital Losses

A Non-Resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of a Common Share, Class A Common Share, New Share or LUR Share unless, at the time of disposition, the share is "taxable Canadian property" as defined in the Tax Act, and is not "treaty-protected property" as so defined.

Generally, a Common Share, Class A Common Share, New Share or LUR Consideration Share will not be "taxable Canadian property" (within the meaning of the Tax Act) of a Non-Resident Holder at a particular time provided that share is listed on a "designated stock exchange" (which currently includes the TSXV) unless, at any time during the 60-month period preceding the particular time, (a) that share derived more than 50% of its fair market value directly or indirectly from one or any combination of: (i) real or immovable properties situated in Canada, (ii) Canadian resource properties, (iii) timber resource properties (as such terms are defined in the Tax Act), and (iv) options in respect of, or interests in, or for civil law rights in, property described in (i) to (iii), whether or not the property exists; and (b) 25% or more of the issued shares of any class or series of the Company's or LUR's shares, as applicable, were owned by one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at "arm's length" (within the meaning of the Tax Act), and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships. Shares may also be deemed to be "taxable Canadian property" under other provisions of the Tax Act.

A Non-Resident Holder who disposes or is deemed to dispose of a Common Share, Class A Common Share, New Share or LUR Consideration Share that, at the time of disposition, is taxable Canadian property and is not treaty- protected property, the tax consequences under the headings "Holders Resident in Canada – Taxation of Capital Gains and Capital Losses" will generally be applicable to such disposition.

Non-Resident Holders for which a Common Share, Class A Common Share, New Share or LUR Consideration Share may constitute "taxable Canadian property" should consult their own tax advisors for advice having regard to their particular circumstances.

Eligibility for Investment

Provided that the Common Shares or the New Shares are listed on a designated stock exchange under the Tax Act (which currently includes the TSXV) or the Company is otherwise a "public corporation" as defined in the Tax Act, the New Shares, if issued on the date hereof, would be qualified investments under the Tax Act for a trust governed by a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), registered education savings plan ("**RESP**"), registered disability savings plan ("**RDSP**"), deferred profit sharing plan ("**DPSP**"), a tax-free savings account ("**TFSA**") and a first home savings account ("**FHSA**") (each a "**Registered Plan**").

Provided that the LUR Consideration Shares are listed on a designated stock exchange under the Tax Act (which currently includes the CSE) or LUR is otherwise a "public corporation" as defined in the Tax Act, the LUR Consideration Shares, if acquired by a Holder on the date hereof, would be qualified investments under the Tax Act for a Registered Plan.

Notwithstanding the foregoing, if the New Shares and/or LUR Consideration Shares are a "prohibited investment" (as defined in the Tax Act) for a particular RRSP, RRIF, RESP, DPSP, TFSA or FHSA, the annuitant of an RRSP or RRIF, holder of a TFSA or DPSP or FHSA, or subscriber of a RESP (each such person referred to as a "**Plan Subscriber**"), as the case may be, will be subject to a penalty tax as set out in the Tax Act. New Shares and/or LUR Consideration Shares will not be a "prohibited investment" for such Registered Plan provided that the Plan Subscriber deals at arm's length with the Company or LUR, as applicable for purposes of the Tax Act and does not have a "significant interest" (within the meaning of the Tax Act for purposes of the prohibited investment rules) in the Company or LUR, as applicable. In addition, the New Shares and/or LUR Consideration Shares will generally not be a prohibited investment if such securities are "excluded property" as defined in the Tax Act for purposes of the prohibited investment rules. Plan Subscribers should consult with their own tax advisors as to whether New Shares and/or LUR Consideration Shares will be a prohibited investment for such Registered Plans in their particular circumstances.

Certain United States Federal Income Tax Considerations

The following discussion summarizes certain material U.S. federal income tax consequences of the Arrangement to a U.S. Holder of Common Shares and the ownership and disposition of New Shares and LUR Consideration Shares received in the Arrangement. This summary does not address the U.S. federal income tax consequences to holders of options, warrants, or any other securities of the Company or LUR other than U.S. Holders with respect to their Common Shares, LUR Consideration Shares or New Shares.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations promulgated under the Code ("**Treasury Regulations**"), administrative pronouncements, rulings or practices, and judicial decisions, all as of the date of this Circular. Future legislative, judicial, or administrative modifications, revocations, or interpretations, which may or may not be retroactive, may result in U.S. federal income tax consequences significantly different from those discussed in this Circular. No legal opinion from U.S. legal counsel has been or will be sought or obtained regarding the U.S. federal income tax consequences of the Arrangement.

In addition, this summary is not binding on the U.S. Internal Revenue Service (the "**IRS**"), and no ruling has been or will be sought or obtained from the IRS with respect to any of the U.S. federal income tax consequences discussed in this Circular. There can be no assurance that the IRS will not challenge any of the conclusions described in this Circular or that a U.S. court will not sustain such a challenge.

This summary is for general informational purposes only and does not address all possible U.S. federal tax issues that could apply with respect to the Arrangement. This summary does not take into account the facts unique to any particular U.S. Holder that could impact its U.S. federal income tax consequences with respect to the Arrangement.

This discussion is not, and should not be, construed as legal or tax advice to a U.S. Holder. Except as provided below, this summary does not address tax reporting requirements. Each U.S. Holder should consult its own tax advisors regarding the U.S. federal income, the Medicare contribution tax on certain net investment income, the alternative minimum, U.S. state and local, and non-U.S. tax consequences of the Arrangement and the ownership and disposition of Common Shares, New Shares, or LUR Consideration Shares.

This summary does not address the U.S. federal income tax consequences to U.S. Holders subject to special rules, including, but not limited to, U.S. Holders that: (i) are banks, financial institutions, or insurance companies; (ii) are regulated investment

companies or real estate investment trusts; (iii) are brokers, dealers, or traders in securities or currencies; (iv) are tax-exempt organizations; (v) hold Common Shares (or after the Arrangement, New Shares or LUR Consideration Shares) as part of hedges, straddles, constructive sales, conversion transactions, or other integrated investments; (vi) except as specifically provided below, acquire Common Shares (or after the Arrangement, New Shares or LUR Shares) as compensation for services or through the exercise or cancellation of employee stock options or warrants; (vii) have a functional currency other than the U.S. dollar; (viii) own or have owned directly, indirectly, or constructively 10% or more of the voting power of all outstanding shares of the Company (and after the Arrangement, the Company and LUR); (ix) are U.S. expatriates; (x) are subject to special tax accounting rules; (xi) are subject to the alternative minimum tax; (xii) are deemed to sell Common Shares (or after the Arrangement, New Shares or LUR Shares) under the constructive sale provisions of the Code; (xiii) hold Common Shares (or after the Arrangement, New Shares or LUR Shares) in connection with a trade or business, permanent establishment, or fixed base outside the United States or are otherwise subject to taxing jurisdictions other than, or in addition to, the United States; (xiv) are partnerships and other pass-through entities (and investors in such partnerships and entities); (xv) are S corporations (and shareholders therein); or (xvi) own or will own Common Shares, New Shares and/or LUR Shares that it acquired at different times or at different market prices or that otherwise have different per share cost bases or holding periods for U.S. tax purposes.

This summary does not address the U.S. federal net investment income, U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, and non-U.S. tax consequences to U.S. Holders, U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of New Shares and LUR Consideration Shares.

If a pass-through entity, including a partnership or other entity taxable as a partnership for U.S. federal income tax purposes, holds Common Shares, New Shares or LUR Consideration Shares, the U.S. federal income tax treatment of an owner or partner generally will depend on the status of such owner or partner and on the activities of the pass-through entity. This summary does not address any U.S. federal income tax consequences to such owners or partners of a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holding Common Shares, New Shares or LUR Consideration Shares and such persons are urged to consult their own tax advisors.

For purposes of this summary, “non-U.S. Holder” means a beneficial owner of Common Shares, New Shares or LUR Consideration Shares (as applicable) other than a U.S. Holder or partnership. This summary does not address the U.S. federal income tax consequences of the Arrangement to non-U.S. Holders. Accordingly, non-U.S. Holders should consult their own tax advisors regarding the U.S. federal income, other U.S. federal, U.S. state and local, and non-U.S. tax consequences (including the potential application and operation of any income tax treaties) of the Arrangement.

This summary assumes that the Common Shares, New Shares and LUR Consideration Shares are or will be held as capital assets (generally, property held for investment), within the meaning of the Code, in the hands of a U.S. Holder at all relevant times.

U.S. Federal Income Tax Consequences of the Arrangement

The Arrangement will be effected under applicable provisions of British Columbia corporate law, which are technically different from analogous provisions of U.S. corporate law. Accordingly, the U.S. federal income tax consequences of certain aspects of the Arrangement are not certain. Nonetheless, the Company believes, and the following discussion assumes, that (a) the renaming and redesignation of the Common Shares as Class A Common Shares and (b) the exchange by the Shareholders of the Class A Shares for New Shares and LUR Consideration Shares, taken together, will properly be treated for U.S. federal income tax purposes, under the step transaction doctrine or otherwise, as (i) a tax-deferred exchange by the Shareholders of their Common Shares for New Shares, either under Section 1036 or Section 368(a)(l)(E) of the Code, combined with (ii) a distribution of the LUR Consideration Shares to the Shareholders under Section 301 of the Code.

In addition, except as discussed below, a U.S. Holder should have the same basis and holding period in his, her or its New Shares as such U.S. Holder had in its Common Shares immediately prior to the Arrangement.

There can be no assurance that the IRS will not challenge the U.S. federal income tax treatment of the Arrangement or that, if challenged, a U.S. court would not agree with the IRS. Each U.S. Holder should consult its own tax advisors regarding the proper treatment of the Arrangement for U.S. federal income tax purposes.

Reporting Requirements for Significant Holders

Assuming that the Arrangement includes a reorganization within the meaning of Section 368(a)(1)(E) of the Code, U.S. Holders that are "significant holders" within the meaning of Treasury Regulations Section l.368-3(c) are required to report certain information to the IRS on their U.S. federal income tax returns for the taxable year in which the Arrangement occurs and all such U.S. Holders must retain certain records related to the Arrangement. Each U.S. Holder should consult its own tax advisors regarding its information reporting and record retention responsibilities in connection with the Arrangement.

Receipt of LUR Consideration Shares pursuant to the Arrangement

Subject to the "passive foreign investment company" ("**PFIC**") rules discussed below under *"Potential Application of the PFIC Rules"*, a U.S. Holder that receives LUR Consideration Shares pursuant to the Arrangement will be treated as receiving a distribution of property in an amount equal to the fair market value of the LUR Consideration Shares received on the distribution date (without reduction for any Canadian income or other tax withheld from such distribution). Such distribution would be taxable to the U.S. Holder as a dividend to the extent of the Company's current and accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent the fair market value of the LUR Consideration Shares distributed exceeds the Company's adjusted tax basis in such shares (as calculated for U.S. federal income tax purposes), the Arrangement can be expected to generate additional earnings and profits for the Company in an amount equal to: (a) the extent to which the fair market value of the LUR Consideration Shares and the $3,000,000, together, received by the Company exceed the adjusted tax basis of the Subco Shares transferred to LUR, as determined for U.S. federal income tax purposes, plus (b) the extent the fair market value of the LUR Consideration Shares distributed by the Company exceeds the Company's adjusted tax basis in those shares for U.S. income tax purposes. Any such dividend generally will not be eligible for the "dividends received deduction" in the case of U.S. Holders that are corporations. To the extent that the fair market value of the LUR Consideration Shares exceeds the current and accumulated earnings and profits of the Company, the distribution of the LUR Consideration Shares pursuant to the Arrangement will be treated first as a non-taxable return of capital to the extent of a U.S. Holder's tax basis in the Common Shares, with any remaining amount being taxed as a capital gain. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation.

A dividend paid by the Company to a U.S. Holder who is an individual, estate or trust generally will be taxed at the preferential tax rates applicable to long-term capital gains if the Company is a '"qualified foreign corporation" ("**QFC**") and certain holding period and other requirements for the Common Shares are met. The Company generally will be a QFC as defined under Section 1(h)(11) of the Code if the Company is eligible for the benefits of the Canada-US Treaty or its shares are readily tradable on an established securities market in the U.S. However, even if the Company satisfies one or more of these requirements, the Company will not be treated as a QFC if the Company is a PFIC (as defined below) for the tax year during which it pays a dividend or for the preceding tax year. See the section below under the heading *"Potential Application of the PFIC Rules."*

If a U.S. Holder is not eligible for the preferential tax rates discussed above, a dividend paid by the Company to a U.S. Holder generally will be taxed at ordinary income tax rates (rather than the preferential tax rates applicable to long-term capital gains). The dividend rules are complex, and each U.S. Holder should consult its own tax advisors regarding the application of such rules.

Potential Application of the PFIC Rules

The tax considerations of the Arrangement to a particular U.S. Holder will depend on whether the Company was a PFIC during any year in which a U.S. Holder owned Common Shares. In general, a foreign corporation is a PFIC for any taxable year in which either (i) 75% or more of the foreign corporation's gross income is passive income, or (ii) 50% or more of the average quarterly value of the foreign corporation's assets produced are held for the production of passive income. Passive income includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Passive income does not include gains from the sale of commodities that arise in the active conduct of a commodities business by a non-U.S. corporation, provided that certain other requirements are satisfied. In determining whether or not it is classified as a PFIC, a foreign corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest by value.

The determination of PFIC status is inherently factual and generally cannot be determined until the close of the taxable year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are

subject to differing interpretations. U.S. Holders are urged to consult their own U.S. tax advisors regarding the application of the PFIC rules to the Arrangement. Certain subsidiaries and other entities in which a PFIC has a direct or indirect interest could also be PFICs with respect to a U.S. person owning an interest in the first mentioned PFIC. The Company has not made a determination regarding its PFIC status for any taxable year, including the current taxable year. Although there can be no assurance as to whether the Company will or will not be treated as a PFIC during the current taxable year or any prior or future taxable year, and no legal opinion of counsel or ruling from the IRS concerning the status of the Company as a PFIC has been obtained or is currently planned to or will be requested, U.S. Holders should be aware that the Company may be treated as a PFIC for U.S. federal income tax purposes for its prior, current and future taxable years. U.S. Holders should consult their own tax advisors regarding the PFIC status of the Company.

If the Company is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Common Shares, the effect of the PFIC rules on a U.S. Holder receiving LUR Consideration Shares pursuant to the Arrangement will depend on whether such U.S. Holder has made a timely and effective election to treat the Company as a qualified electing fund (a "**QEF**") under Section 1295 of the Code (a "**QEF Election**") or has made a mark-to-market election with respect to its Common Shares under Section 1296 of the Code (a "**Mark-to-Market Election**"). In this summary, a U.S. Holder that has made a timely QEF Election or Mark-to-Market Election with respect to its Common Shares is referred to as an "**Electing Shareholder**" and a U.S. Holder that has not made a timely QEF Election or a Mark-to-Market Election with respect to its Common Shares is referred to as a "**Non-Electing Shareholder**". For a description of the QEF Election and Mark-to-Market Election, U.S. Holders should consult the discussion below under *"U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of LUR Consideration Shares and New Shares* - *Passive Foreign Investment Company Rules* - *QEF Election"* and "- *Mark-to-Market Election".*

An Electing Shareholder generally would not be subject to the default rules of Section 1291 of the Code discussed below upon the receipt of the LUR Consideration Shares pursuant to the Arrangement. Instead, the Electing Shareholder generally would be subject to the rules described below under *"U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of LUR Consideration Shares and New Shares* - *Passive Foreign Investment Company Rules* - *QEF Election"* and *"-Mark-to-Market Election".*

With respect to a Non-Electing Shareholder, if the Company is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Common Shares, the default rules under Section 1291 of the Code will apply to gain recognized on any disposition of Common Shares and to "excess distributions" from the Company (generally, distributions received in the current taxable year that are in excess of 125% of the average distributions received during the three preceding years (or during the U.S. Holder's holding period for the Common Shares, if shorter)). Under Section 1291 of the Code, any such gain recognized on the sale or other disposition of Common Shares and any excess distribution must be ratably allocated to each day in a Non-Electing Shareholder's holding period for the Common Shares. The amount of any such gain or excess distribution allocated to the tax year of disposition or receipt of the excess distribution and to years before the Company became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such prior year without regard to the Non-Electing Shareholder's U.S. federal income tax net operating losses or other attributes and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such prior year. Such Non-Electing Shareholders that are not corporations must treat any such interest paid as "personal interest," which is not deductible.

If the distribution of the LUR Consideration Shares pursuant to the Arrangement constitutes an "excess distribution" or results in the recognition of capital gain as described above under *"Receipt of LUR Consideration Shares pursuant to the Arrangement"* with respect to a Non-Electing Shareholder, such Non-Electing Shareholder will be subject to the rules of Section 1291 of the Code discussed above upon the receipt of the LUR Consideration Shares. In addition, the distribution of the LUR Consideration Shares pursuant to the Arrangement may be treated, under proposed Treasury Regulations, as the "indirect disposition" by a Non-Electing Shareholder of such Non-Electing Shareholder's indirect interest in LUR, which generally would be subject to the rules of Section 1291 of the Code discussed above.

U.S. Federal Income Tax Consequences Related to the Ownership and Disposition of LUR Consideration Shares and New Shares

If the Arrangement Resolution is approved by Shareholders, each Shareholder will ultimately receive its pro rata proportion of the LUR Consideration Shares and one New Share for each Common Share held by such Shareholder. If the Arrangement is not approved by the Shareholders, each Shareholder shall retain his, her or its Common Shares. The U.S. federal income tax

consequences to a U.S. Holder related to the ownership and disposition of LUR Consideration Shares or New Shares, as the case may be, will generally be the same and are described below.

In General

The following discussion is subject to the rules described below under the heading *"Passive Foreign Investment Company Rules."*

Distributions

A U.S. Holder that receives a distribution, including a constructive distribution, with respect to a LUR Consideration Share or New Share will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of the distributing company, as computed for U.S. federal income tax purposes.

A dividend generally will be taxed to a U.S. Holder at ordinary income tax rates if the distributing company is a PFIC. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of the distributing company, such distribution will be treated first as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the shares of the distributing company and thereafter as gain from the sale or exchange of such shares. See the discussion below under the heading *"Sale or Other Taxable Disposition of Shares."* However, the distributing company may not maintain the calculations of earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder should therefore assume that any distribution with respect to the LUR Consideration Shares or New Shares will constitute ordinary dividend income.

Dividends received on LUR Consideration Shares or New Shares generally will not be eligible for the "dividends received deduction." In addition, distributions from LUR or the Company (either on New Shares or LUR Consideration Shares) will not constitute qualified dividend income eligible for the preferential tax rates applicable to long-term capital gains if the distributing company were a PFIC either in the year of the distribution or in the immediately preceding year, or if the distributing company is not eligible for the benefits of the Canada-US Treaty and its shares are not readily tradable on an established securities market in the U.S. The dividend rules are complex, and each U.S. Holder should consult its own tax adviser regarding the application of such rules.

Sale or Other Taxable Disposition of Shares

Upon the sale or other taxable disposition of LUR Consideration Shares or New Shares, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the U.S. dollar value of cash received plus the fair market value of any property received and such U.S. Holder's adjusted tax basis in such shares sold or otherwise disposed of. A U.S. Holder's tax basis in LUR Consideration Shares or New Shares generally will be such holder's U.S. dollar cost for such shares. Gain or loss recognized on such sale or other disposition generally will be long-term capital gain or loss if, at the time of the sale or other disposition, the shares have been held for more than one year.

Preferential tax rates apply to long-term capital gain of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gain of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the Code.

Passive Foreign Investment Company Rules

If LUR or the Company were to constitute a PFIC under the meaning of Section 1297 of the Code (as described above under *"US Federal Income Tax Consequences of the Arrangement - Receipt of LUR Consideration Shares pursuant to the Arrangement")* for any year during a U.S. Holder's holding period, then certain potentially adverse rules will affect the U.S. federal income tax consequences to such U.S. Holder resulting from the acquisition, ownership and disposition of LUR Consideration Shares or New Shares, as applicable. The Company has not made a determination regarding its PFIC status for any taxable year, including the current taxable year. LUR has not advised the Company regarding its PFIC status. The determination of whether any corporation was, or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the course of each such tax year and, as a

result, cannot be predicted with certainty as of the date of this Circular. Accordingly, there can be no assurance that the IRS will not challenge whether the Company (or a Subsidiary PFIC as defined below) was a PFIC in a prior year or whether LUR or the Company is a PFIC in the current or future years. Each U.S. Holder should consult its own tax advisors regarding the PFIC status of LUR, the Company and any of their Subsidiary PFICs. The Company currently does not intend to provide information to its shareholders concerning whether it is a PFIC for the current, prior or future tax years.

Each U.S. Holder generally must file an IRS Form 8621 reporting distributions received and gain realized with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. In addition, subject to certain rules intended to avoid duplicative filings, U.S. Holders generally must file an annual information return on IRS Form 8621 with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. Each U.S. Holder should consult its own tax advisors regarding these and any other applicable information or other reporting requirements.

Under certain attribution rules, if either LUR of the Company is a PFIC, U.S. Holders will generally be deemed to own their proportionate share of its direct or indirect equity interest in any subsidiary that is also a PFIC (a "**Subsidiary PFIC**"), and will be subject to U.S. federal income tax on any indirect gain realized on the stock of a Subsidiary PFIC on the sale of the LUR Consideration Shares or New Shares, as applicable, and their proportionate share of (a) any excess distributions on the stock of a Subsidiary PFIC and (b) a disposition or deemed disposition of the stock of a Subsidiary PFIC by LUR or the Company or another Subsidiary PFIC, both as if such U.S. Holders directly held the shares of such Subsidiary PFIC. Accordingly, U.S. Holders should be aware that they could be subject to tax even if no distributions are received and no redemptions or other dispositions of LUR Consideration Shares or New Shares are made.

Default PFIC Rules Under Section 1291 of the Code

If either LUR or the Company is a PFIC for any tax year during which a U.S. Holder owns LUR Consideration Shares or New Shares, as applicable, the U.S. federal income tax consequences to such U.S. Holder of the acquisition, ownership, and disposition of such shares will depend on whether and when such U.S. Holder makes a QEF Election to treat LUR or the Company, as applicable, and each Subsidiary PFIC, if any, as a QEF under Section 1295 of the Code or makes a Mark-to-Market Election under Section 1296 of the Code. A U.S. Holder that does not make either a timely QEF Election or a Mark-to-Market Election with respect to its LUR Consideration Shares or New Shares, as applicable, will be referred to in this summary as a "**Non-Electing Shareholder**".

A Non-Electing Shareholder will be subject to the rules of Section 1291 of the Code (described below) with respect to (a) any gain recognized on the sale or other taxable disposition of LUR Consideration Shares or New Shares, as applicable, and (b) any excess distribution received on the LUR Consideration Shares or New Shares, as applicable. A distribution generally will be an "excess distribution" to the extent that such distribution (together with all other distributions received in the current tax year) exceeds 125% of the average distributions received during the three preceding tax years (or during a U.S. Holder's holding period for the applicable shares, if shorter).

Under Section 1291 of the Code, any gain recognized on the sale or other taxable disposition of LUR Consideration Shares or New Shares, as applicable, (including an indirect disposition of the stock of any Subsidiary PFIC), and any "excess distribution" received on such shares, must be ratably allocated to each day in a Non-Electing Shareholder's holding period for the respective shares. The amount of any such gain or excess distribution allocated to the tax year of disposition or distribution of the excess distribution and to years before the entity became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such year without regard to the shareholder's net operating losses or other U.S. federal income tax attributes, and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such year. A Non-Electing Shareholder that is not a corporation must treat any such interest paid as "personal interest," which is not deductible.

If either LUR or the Company is a PFIC for any tax year during which a Non-Electing Shareholder holds LUR Consideration Shares or New Shares, as applicable, the applicable company will continue to be treated as a PFIC with respect to such Non-Electing Shareholder, regardless of whether that company ceases to be a PFIC in one or more subsequent tax years. A Non-Electing Shareholder may terminate this deemed PFIC status by electing to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above), but not loss, as if such shares were sold on the last day of the last tax year for which the applicable company was a PFIC.

QEF Election

A U.S. Holder that makes a timely and effective QEF Election for the first tax year in which its holding period of its LUR Consideration Shares or New Shares, as applicable, begins generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to those shares. A U.S. Holder that makes a timely and effective QEF Election will be subject to U.S. federal income tax on such U.S. Holder's pro rata share of (a) the net capital gain of LUR or the Company, as applicable, which will be taxed as long-term capital gain to such U.S. Holder, and (b) the ordinary earnings of LUR or the Company, as applicable, which will be taxed as ordinary income to such U.S. Holder.

Generally, "net capital gain" is the excess of (a) net long-term capital gain over (b) net short-term capital loss, and "ordinary earnings" are the excess of (a) "earnings and profits" over (b) net capital gain. A U.S. Holder that makes a QEF Election will be subject to U.S. federal income tax on such amounts for each tax year in which LUR or the Company, as applicable, is a PFIC, regardless of whether such amounts are actually distributed to such U.S. Holder.

However, for any tax year in which LUR or the Company, as applicable, is a PFIC and has no net income or gain as determined for U.S. income tax purposes, U.S. Holders that have made a QEF Election would not have any income inclusions as a result of the QEF Election. If a U.S. Holder that made a QEF Election has an income inclusion, such a U.S. Holder may, subject to certain limitations, elect to defer payment of current U.S. federal income tax on such amounts, subject to an interest charge. If such U.S. Holder is not a corporation, any such interest paid will be treated as "personal interest," which is not deductible.

A U.S. Holder that makes a timely and effective QEF Election with respect to LUR or the Company, as applicable, generally (a) may receive a tax-free distribution from the applicable company to the extent that such distribution represents "earnings and profits" of the distributing company that were previously included in income by the U.S. Holder because of such QEF Election and (b) will adjust such U.S. Holder's tax basis in the shares of the applicable company to reflect the amount included in income or allowed as a tax-free distribution because of such QEF Election. In addition, a U.S. Holder that makes a QEF Election generally will recognize capital gain or loss on the sale or other taxable disposition of LUR Consideration Shares or New Shares, as applicable.

The procedure for making a QEF Election, and the U.S. federal income tax consequences of making a QEF Election, will depend on whether such QEF Election is timely. A QEF Election will be treated as "timely" if such QEF Election is made for the first year in the U.S. Holder's holding period for the LUR Shares or New Shares in which LUR or the Company, as applicable, was a PFIC. A U.S. Holder may make a timely QEF Election by filing the appropriate QEF Election documents at the time such U.S. Holder files a U.S. federal income tax return for such year. If a U.S. Holder does not make a timely and effective QEF Election for the first year in the U.S. Holder's holding period for the LUR Shares or New Shares, the U.S. Holder may still be able to make a timely and effective QEF Election in a subsequent year if such U.S. Holder meets certain requirements and makes a "purging" election to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above) as if such shares were sold for their fair market value on the day the QEF Election is effective. If a U.S. Holder owns PFIC stock indirectly through another PFIC, separate QEF Elections must be made for the PFIC in which the U.S. Holder is a direct shareholder and the Subsidiary PFIC in order for the QEF rules to apply to both PFICs.

A QEF Election will apply to the tax year for which such QEF Election is timely made and to all subsequent tax years, unless such QEF Election is invalidated or terminated or the IRS consents to revocation of such QEF Election. If a U.S. Holder makes a QEF Election and, in a subsequent tax year, LUR or the Company ceases to be a PFIC, the QEF Election will remain in effect (although it will not be applicable) during those tax years in which LUR or the Company, as applicable, is not a PFIC. Accordingly, if LUR or the Company becomes a PFIC in another subsequent tax year, the QEF Election will be effective and the U.S. Holder will be subject to the QEF rules described above during any subsequent tax year in which LUR or the Company, as applicable, qualifies as a PFIC.

U.S. Holders should be aware that there can be no assurances that LUR or the Company will satisfy the record keeping requirements that apply to a QEF for the current or future years, or that LUR or the Company will supply U.S. Holders with information that such U.S. Holders require to report under the QEF rules, in the event that LUR or the Company is a PFIC. Accordingly, U.S. Holders may not be able to make a QEF Election with respect to their LUR Consideration Shares or New Shares (or with respect to any Subsidiary PFIC). Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a QEF Election.

A U.S. Holder makes a QEF Election by attaching a completed IRS Form 8621, including a PFIC Annual Information

Statement, to a timely filed United States federal income tax return. However, if LUR or the Company does not provide the required information with regard to LUR, the Company or any of their Subsidiary PFICs, U.S. Holders will not be able to make a QEF Election for such entity and will continue to be subject to the rules discussed above that apply to Non-Electing Shareholders with respect to the taxation of gains and excess distributions.

Mark-to-Market Election

A U.S. Holder may make a Mark-to-Market Election only if the LUR Consideration Shares or New Shares, as applicable, are marketable stock. These shares generally will be “marketable stock” if they are regularly traded on: (i) a national securities exchange that is registered with the Securities and Exchange Commission; (ii) the national market system established pursuant to section 11A of the Securities and Exchange Act of 1934; or (iii) a foreign securities exchange that is regulated or supervised by a governmental authority of the country in which the market is located, provided that: (i) such foreign exchange has trading volume, listing, financial disclosure, and surveillance requirements, and meets other requirements and the laws of the country in which such foreign exchange is located, and together with the rules of such foreign exchange, ensure that such requirements are actually enforced; and (ii) the rules of such foreign exchange effectively promote active trading of listed stocks. If such stock is traded on such a qualified exchange or other market, such stock generally will be “regularly traded” for any calendar year during which such stock is traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. There is no assurance that the LUR Consideration Shares or New Shares will be marketable stock for this purpose.

A U.S. Holder that makes a Mark-to-Market Election with respect to its LUR Consideration Shares or New Shares generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to such shares. However, if a U.S. Holder does not make a Mark-to-Market Election beginning in the first tax year of such U.S. Holder’s holding period for such shares or such U.S. Holder has not made a timely QEF Election, the rules of Section 1291 of the Code discussed above will apply to certain dispositions of, and distributions on, those shares.

A U.S. Holder that makes a Mark-to-Market Election with respect to LUR Consideration Shares or New Shares will include in ordinary income, for each tax year in which LUR or the Company, as applicable, is a PFIC, an amount equal to the excess, if any, of (a) the fair market value of the applicable shares, as of the close of such tax year over (b) such U.S. Holder’s tax basis in such shares. A U.S. Holder that makes a Mark-to-Market Election will be allowed a deduction in an amount equal to the excess, if any, of (a) such U.S. Holder’s adjusted tax basis in the applicable shares, over (b) the fair market value of such shares (but only to the extent of the net amount of previously included income as a result of the Mark-to-Market Election for prior tax years).

A U.S. Holder that makes a Mark-to-Market Election with respect to LUR Consideration Shares or New Shares generally also will adjust such U.S. Holder’s tax basis in the applicable shares to reflect the amount included in gross income or allowed as a deduction because of such Mark-to-Market Election. In addition, upon a sale or other taxable disposition of such shares, a U.S. Holder that makes a Mark-to-Market Election will recognize ordinary income or ordinary loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of such Mark-to-Market Election for prior tax years over (b) the amount allowed as a deduction because of such Mark-to-Market=Election for prior tax years). Losses that exceed this limitation are subject to the rules generally applicable to losses provided in the Code and Treasury Regulations.

A Mark-to-Market Election applies to the tax year in which such Mark-to-Market Election is made and to each subsequent tax year, unless the LUR Consideration Shares or New Shares, as applicable, cease to be “marketable stock” or the IRS consents to revocation of such election. Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a Mark-to-Market Election. Although a U.S. Holder may be eligible to make a Mark-to-Market Election with respect to the LUR Consideration Shares or New Shares, no such election may be made with respect to the stock of any Subsidiary PFIC that a U.S. Holder is treated as owning, because such stock is not marketable. Hence, the Mark-to-Market Election will not be effective to eliminate the application of the default rules of Section 1291 of the Code described above with respect to deemed dispositions of Subsidiary PFIC stock or distributions from a Subsidiary PFIC.

Other PFIC Rules

Under Section 1291(f) of the Code, the IRS has issued proposed Treasury Regulations that, subject to certain exceptions, would cause a U.S. Holder that had not made a timely QEF Election to recognize gain (but not loss) upon certain transfers of LUR Consideration Shares or New Shares that would otherwise be tax-deferred (e.g., gifts and exchanges pursuant to corporate reorganizations). However, the specific U.S. federal income tax consequences to a U.S. Holder may vary based on the manner

in which such shares are transferred.

Certain additional adverse rules may apply with respect to a U.S. Holder if LUR or the Company is a PFIC, regardless of whether such U.S. Holder makes a QEF Election. For example, under Section 1298(b)(6) of the Code, a U.S. Holder that uses LUR Consideration Shares or New Shares as security for a loan will, except as may be provided in Treasury Regulations, be treated as having made a taxable disposition of such shares.

Special rules also apply to the amount of foreign tax credit that a U.S. Holder may claim on a distribution from a PFIC. Subject to such special rules, foreign taxes paid with respect to any distribution in respect of stock in a PFIC are generally eligible for the foreign tax credit. The rules relating to distributions by a PFIC and their eligibility for the foreign tax credit are complicated, and a U.S. Holder should consult with its own tax adviser regarding the availability of the foreign tax credit with respect to distributions by a PFIC.

The PFIC rules are complex, and each U.S. Holder should consult with its own tax advisors regarding the PFIC rules and how the PFIC rules may affect the U.S. federal income tax consequences of the acquisition, ownership, and disposition of LUR Consideration Shares or New Shares.

Additional Considerations

<u>*Foreign Tax Credit*</u>

Dividends paid on the Common Shares, New Shares or LUR Consideration Shares will be treated as foreign-source income, and generally will be treated as “passive category income” or “general category income” for U.S. foreign tax credit purposes. Any gain or loss recognized on a sale or other disposition of Common Shares, New Shares or LUR Consideration Shares generally will be United States source gain or loss. Certain U.S. Holders that are eligible for the benefits of Canada-US Treaty may elect to treat such gain or loss as Canadian source gain or loss for U.S. foreign tax credit purposes. The Code applies various complex limitations on the amount of foreign taxes that may be claimed as a credit by U.S. taxpayers. In addition, Treasury Regulations that apply to taxes paid or accrued (the “**Foreign Tax Credit Regulations**”) impose additional requirements for Canadian withholding taxes to be eligible for a foreign tax credit, and there can be no assurance that those requirements will be satisfied.

Subject to the PFIC rules and the Foreign Tax Credit Regulations discussed above, a U.S. Holder that pays (whether directly or through withholding) Canadian income tax in connection with the Arrangement or with respect to dividends paid on the Common Shares, New Shares or LUR Consideration Shares generally will be entitled, at the election of such U.S. Holder, to receive either a deduction or a credit for such Canadian income tax paid. Generally, a credit will reduce a U.S. Holder’s U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder’s income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid or accrued (whether directly or through withholding) by a U.S. Holder during a year. The foreign tax credit rules are complex and involve the application of rules that depend on a U.S. Holder’s particular circumstances. Accordingly, each U.S. Holder should consult its own tax advisor regarding the foreign tax credit rules.

<u>*Receipt of Foreign Currency*</u>

The U.S. dollar value of any cash payment in Canadian dollars to a U.S. Holder will be translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of the dividend, regardless of whether the Canadian dollars are converted into U.S. dollars at that time. A U.S. Holder will generally have a tax basis in the Canadian dollars equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars and converts or disposes of the Canadian dollars after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, which generally will be U.S. source income or loss for foreign tax credit purposes.

Different rules apply to U.S. Holders who use the accrual method of tax accounting. Each U.S. Holder should consult its own U.S. tax advisors regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars.

<u>*Information Reporting and Backup Withholding Tax*</u>

Under U.S. federal income tax law and Treasury Regulations, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, a foreign corporation. For example, Section 6038D of the Code generally imposes U.S. return disclosure obligations (and related penalties) on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of specified foreign financial assets includes not only financial accounts maintained in foreign financial institutions, but also, unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person and any interest in a foreign entity. U.S. Holders may be subject to these reporting requirements unless their shares are held in an account at a domestic financial institution. A U.S. Holder's disclosure of foreign financial assets pursuant to Section 6038D of the Code should be made on IRS Form 8938. Penalties for failure to file certain of these information returns are substantial. U.S. Holders should consult with their own tax advisers regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938.

Payments made within the U.S. or by a U.S. payor or U.S. middleman, of (a) distributions on the LUR Consideration Shares or New Shares, (b) proceeds arising from the sale or other taxable disposition of LUR Consideration Shares or New Shares, or (c) any payments received in connection with the Arrangement (including, but not limited to, the LUR Consideration Shares and the Cash Consideration) generally may be subject to information reporting and backup withholding tax, at the current rate of 24% if a U.S. Holder (i) fails to furnish its correct U.S. taxpayer identification number (generally on IRS Form W-9), (ii) furnishes an incorrect U.S. taxpayer identification number, (iii) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (iv) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax. However, certain exempt persons generally are excluded from these information reporting and backup withholding rules. Any amounts withheld under the U.S. Backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisors regarding the information reporting and backup withholding rules.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO SECURITYHOLDERS WITH RESPECT TO THE DISPOSITION OF THOSE SECURITIES PURSUANT TO THE ARRANGEMENT OR THE OWNERSHIP AND DISPOSITION OF THOSE SECURITIES RECEIVED PURSUANT TO THE ARRANGEMENT. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN THEIR PARTICULAR CIRCUMSTANCES.

Arrangement Resolution

At the Meeting, the Shareholders of the Company will be asked to consider and, if deemed fit, pass the Arrangement Resolution, the full text of which is set out below, approving the Arrangement and the Plan of Arrangement:

"**BE IT RESOLVED, AS SPECIAL RESOLUTION, THAT**:

(a) the arrangement (as it may be modified or amended, the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving ValOre Metals Corp. (the "**Company**") and Labrador Uranium Inc. ("**Purchaser**"), all as more particularly described and set forth in the management information circular of the Company dated April 13, 2023 (the "**Circular**") accompanying the notice of this meeting, and as the Arrangement may be amended, modified or supplemented in accordance with the arrangement agreement dated March 13, 2023 between the Company and the Purchaser (as it may be amended, modified or supplemented, the "**Arrangement Agreement**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted;

(b) the plan of arrangement involving the Company (as it may be modified, amended or supplemented, the "**Plan of Arrangement**"), the full text of which is set out in Schedule "D" to the Circular, is hereby authorized, approved and adopted;

(c) the Arrangement Agreement and the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement any amendments, modifications or supplements thereto, and causing the performance by the Company of its obligations thereunder are hereby confirmed, ratified, authorized and approved.

(d) the Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement;

(e) notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by shareholders of the Company or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered without further notice to or approval of any shareholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement and (ii) not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement); and

(f) any director or officer of the Company is hereby authorized, empowered and instructed, acting for, in the name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing."

In order to be effective, the Arrangement Resolution must be approved by at least two-thirds of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

The Board has determined that the Arrangement is in the best interests of the Company and the Shareholders and unanimously recommends that the Shareholders vote in favour of approving the Arrangement Resolution. **In absence of any contrary directions, it is the intention of management to vote proxies in the accompanying form FOR the Arrangement Rsolution.**

6. APPROVAL OF REPRICING OF PREVIOUSLY GRANTED STOCK OPTIONS

As an exploration stage company, the Company relies on incentive stock options as a means of attracting, retaining and motivating employees and consultants, as well as aligning management's interest with shareholders.

The distribution of the LUR Consideration Shares to the Shareholders pursuant to the Arrangement as described under "*Business of the Meeting – Approval of the Plan of Arrangement*" is expected to result change in the value of the equity of the Company. The options currently outstanding are exercisable between $0.25 and $0.45 per share, which are significantly above the $0.20 price per Company Unit pursuant to the proposed Company Private Placement and the last trading price of the Common Shares prior to the announcement of the Arrangement, being $0.22. The stated goal of the incentive stock option plan approved by the Company's shareholders is to attract and retain qualified personnel to work for the Company. However, the referenced options no longer accomplish that goal.

Accordingly, on April 12, 2023, the Company announced that subject to approval by the TSXV and by an ordinary resolution of disinterested Shareholders, to re-price its stock options. Accordingly, the Board has authorized:

(i) the following amendments to the following outstanding stock options previously granted to non-insiders:

No. of Optioned Shares	Amended Exercise Price	Original Date of Grant	Expiry Date
6,175,000	10 day volume weighted average trading price of the Common Shares following closing of the Arrangement		

(ii) the following amendments to the following outstanding stock options previously granted to the following insiders:

Name of Optionee	No. of Optioned Shares	Original Exercise Price	Amended Exercise Price	Grant Date	Expiry Date
Robert Scott, CFO	50,000	$0.30	10 day volume weighted average trading price of the Common Shares following closing of the Arrangement	August 10, 2020	August 10, 2023
	500,000	$0.45		December 9, 2021	December 9, 2024
Dale Wallster, Director	575,000	$0.25		September 6, 2019	September 6, 2024
	75,000	$0.30		August 10, 2020	August 10, 2023
	600,000	$0.45		December 9, 2021	December 9, 2024
James Malone, Director	575,000	$0.25		September 6, 2019	September 6, 2024
	75,000	$0.30		August 10, 2020	August 10, 2023
	600,000	$0.45		December 9, 2021	December 9, 2024
Garth Kirkham, Director	525,000	$0.25		September 6, 2019	September 6, 2024
	75,000	$0.30		August 10, 2020	August 10, 2023
	600,000	$0.45		December 9, 2021	December 9, 2024
Darren Klinck, Director	25,000	$0.25		September 6, 2019	September 6, 2024
	750,000	$0.45		December 9, 2021	December 9, 2024
Colin Smith, VP Exploration	450,000	$0.25		September 6, 2019	September 6, 2024
	50,000	$0.30		August 10, 2020	August 10, 2023
	550,000	$0.45		December 9, 2021	December 9, 2024
Jeffrey Dare, Corporate Secretary	250,000	$0.25		September 6, 2019	September 6, 2024
	50,000	$0.30		August 10, 2020	August 10, 2023
	350,000	$0.45		December 9, 2021	December 9, 2024
Total	**6,725,000**				

Stock Option Repricing Resolution

At the Meeting, the Shareholders of the Company will be asked to consider and approve an ordinary resolution, in substantially the following form, in order to approve the repricing of the stock options set forth above, which resolution requires approval

of greater than 50% of the votes cast by the Shareholders, excluding the votes attached to all Common Shares held by those insiders set forth above (to the knowledge of the Company, those insiders referred to above hold an aggregate of 4,445,261 Common Shares as of April 10, 2023, representing approximately 2.64% of all issued and outstanding Common Shares as of such date), who, being entitled to do so, vote, in person or by proxy, on the ordinary resolution at the Meeting:

"**BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS, THAT**:

(a) subject to final acceptance of the TSX Venture Exchange (the "TSXV"), the Company repricing of those stock options detailed in the management information circular of ValOre Metals Corp. (the "Company") dated April 13, 2023, is hereby approved;

(b) any one director or officer of the Company is hereby authorized to execute and deliver on behalf of the Company all such documents and instruments and to do all such other acts and things as in such director's opinion may be necessary to give effect to the matters contemplated by these resolutions; and

(c) notwithstanding that this resolution be passed by the shareholders of the Company, the approval of the proposed repricing of the Company's stock options is conditional upon receipt of final approval of the TSXV, and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Company, at any time if such revocation is considered necessary or desirable to the directors."

The Board has determined that the re-repricing of the stock options set forth above is in the best interests of the Company and unanimously recommends that the Shareholders vote in favour of approving the foregoing resolution. **In absence of any contrary directions, it is the intention of management to vote proxies in the accompanying form FOR the foregoing resolution.**

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

In this section, "Named Executive Officer" means each of the following individuals:

- the Company's chief executive officer, including an individual performing functions similar to a chief executive officer (the "**CEO**");
- the Company's chief financial officer, including an individual performing functions similar to a chief financial officer (the "**CFO**");
- the most highly compensated executive officer of the Company and its subsidiaries, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*; and
- each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company and was not acting in a similar capacity, at the end of that financial year.

The Company's Named Executive Officers for the purposes of this section are:

- James Paterson, Chairman and Chief Executive Officer;
- Robert Scott, Chief Financial Officer

Overview

We operate in an emerging industry and rapidly evolving market. To succeed in this environment and to achieve our business and financial objectives, we need to attract, retain and motivate a highly talented team of executive officers.

Our executive officer compensation program is designed to achieve the following objectives:

- provide market-competitive compensation opportunities in order to attract and retain talented, high- performing and experienced executive officers, whose knowledge, skills and performance are critical to our success;
- motivate our executive officers to achieve our business and financial objectives; and
- align the interests of our executive officers with those of our shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of our business.

We offer our executive officers cash compensation in the form of base salary or consulting fees and equity- based compensation awarded in the form of Options under the Option Plan. We provide base salary or consulting fees to compensate our employees or consultants for their day-to-day responsibilities, at levels that we believe are necessary to attract and retain executive officer talent.

As a publicly-traded company, we will continue to evaluate our compensation philosophy and compensation program as circumstances require and plan to review compensation on an annual basis. As part of this review process, we expect to be guided by the philosophy and objectives outlined above, as well as other factors which may become relevant, such as the cost to us if we were required to find a replacement for a key employee.

The compensation of our executive officers will include two major elements: (i) base salary or consulting fees. While not a primary element of our compensation framework, we may also, from time to time, award cash or equity-based bonuses to our executive officers in recognition of exemplary performance. Perquisites and personal benefits are not a significant element of compensation of our executive officers.

Base salaries & Consulting fees

Base salary or consulting fees are provided as a fixed source of compensation for our executive officers. Adjustments to base salaries and/or consulting fees are expected to be determined annually and may be increased based on the executive officer's success in meeting or exceeding individual objectives, as well as to maintain market competitiveness. Additionally, base salaries or consulting fees, as applicable, can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope of breadth of an executive officer's role or responsibilities.

Stock Option Plan

The Stock Option Plan is used to grant Options to directors, officers (including Named Executive Officers), employees and consultants of the Company, as additional compensation and as an opportunity to participate in the success of the Company. The granting of such Options is intended to align the interests of such persons with that of our shareholders.

In determining the number of Options to be granted to directors or executive officers, including the Named Executive Officers, the Board takes into account, among other things:

- the number of Options, if any, previously granted to each director or executive officer; and

- the exercise price of any outstanding Options to ensure that such grants are in accordance with the policies of the TSXV and closely align the interests of the directors and executive officers with the interests of shareholders.

Our Compensation Committee oversees our compensation policies, processes and practices and has the responsibility of administering the compensation policies related to the directors and executive management of the Company, including option-based awards. Please refer to the "*Corporate Governance Disclosure – Compensation*" section. In assessing the compensation of the Company's directors and executive officers, including the Named Executive Officers, we do not have in place any formal objectives, criteria or analysis. The Company has not established any specific performance criteria or goals to which total compensation or any significant element of total compensation to be paid to any Named Executive Officer is dependent. Named Executive Officers' performance is reviewed in light of the Company's objectives from time to time.

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table is a summary of compensation (excluding compensation securities) paid, awarded to or earned by the Named Executive Officers and any director who is not a Named Executive Officer for the fiscal year ended September 30, 2022 and September 30, 2021.

Table of Compensation Excluding Compensation Securities							
Name and Position	**Year ending**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or Meeting Fees ($)**	**Value of Perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
James Paterson CEO, Director, and Chairman	2022	150,000		36,000			186,000
	2021	150,000	-	36,000	-	-	186,000
Robert Scott CFO	2022	60,000					60,000
	2021	60,000	-	-	-	-	60,000
Dale Wallster Director	2022	43,200					43,200
	2021	43,200	-	-	-	-	43,200
James Malone Director	2022	40,800					40,800
	2021	40,800	-	-	-	-	40,800
Garth Kirkham Director	2022	40,800					40,800
	2021	40,800	-	-	-	-	40,800
Darren Klinck Director	2022	36,000					36,000
	2021	36,000	-	-	-	-	36,000

Terms of Employment Agreements with our Named Executive Officers

Employment Arrangements with James Paterson

James Paterson was paid all accrued amounts owing and is now paid $12,500 per month.

Consulting Agreement with GSBC Financial Management Inc.

Pursuant to a consulting agreement, between ValOre and GSBC Financial Management Inc. ("**GSBC**"), a company wholly owned by Robert Scott, GSBC supplies the services of Robert Scott as the Company's CFO, and all related services, for a monthly fee of $5,000.00. As at the date of this Circular, GSBC is continuing this agreement on a month-to-month basis. One month's advance notice is required by either party to terminate the agreement.

Stock Options and Other Compensation Securities

The following table is a summary of all compensation securities paid, awarded to or earned by the Named Executive Officers and any director who is not a Named Executive Officer for the fiscal year ended September 30, 2021 and September 30, 2022.

Compensation Securities							
Name and Position	**Type of Compensation Security**	**Number of compensation securities, number of underlying securities and percentage of class**	**Date of Issue or Grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
James Paterson Chairman and Chief Executive Officer	Stock Options	Nil	Nil	Nil	Nil	Nil	Nil
Robert Scott Chief Financial Officer	Stock Options	500,000 options	December 9, 2021	$0.45	$0.45	$0.36	December 9, 2024
Dale Wallster Director	Stock Options	600,000 options	December 9,2021	$0.45	$0.45	$0.36	December 9, 2024
James Malone Director	Stock Options	600,000 options	December 9, 2021	$0.45	$0.45	$0.36	December 9, 2024
Garth Kirkham Director	Stock Options	600,000 options	December 9, 2021	$0.45	$0.45	$0.36	December 9, 2024
Darren Klinck Director	Stock Options	750,000 options	December 9, 2021	$0.45	$0.45	$0.36	December 9, 2024

Exercise of Compensation Securities by Directors and NEOs

Particulars of compensation securities exercised by each NEO and director during the fiscal year ended September 30, 2021 and September 30, 2022 is set out in the table below:

Name and Position	Type of compensation security	Number of underlying securities exercised	Exercise price per security ($)	Date of exercise ($)	Closing price per security on date of exercise ($)	Difference between exercise price and closing price on date of exercise ($)	Total value on exercise date ($)
James Paterson Chairman and CEO	Stock Options	75,000	$0.30	March 29, 2022	$0.53	$0.23	N/A
Robert Scott CFO	Stock Options	450,000	$0.25	June 24, 2022	$0.31	$0.06	N/A
Dale Garth Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
James Malone Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Garth Kirkham Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Termination and Change of Control Benefits

See section "Terms of Employment Agreements with our Named Executive Officers" above for details with respect to compensation for Named Executive Officers in the event of that Named Executive Officer's termination of employment, or in the event of a change of control of the Company. Furthermore the terms of our Option Plan provide that if a change of control occurs, all outstanding Options will vest in full.

CORPORATE GOVERNANCE

Board of Directors

ValOre's Board consists of a total of five directors, James Paterson, Garth Kirkham, Dale Wallster, James Malone and Darren Klinck. James Paterson is not independent in that he is the Chairman and Chief Executive Officer of the Company. The other four directors are independent. Accordingly, the majority of the directors are independent.

Directorships

None of the directors of the Company currently serve as directors of other reporting issuers except the following:

Director	Other Reporting Issuers
James Paterson	Gotham Resources Corp. Gold Basin Resources Corporation K2 Gold Corporation
Garth Kirkham	Romios Gold Resources Inc.
Dale Wallster	Southern Empire Resources Corp. Coast Copper Corp.
James Malone	Yellowcake Mining Inc.

Darren Klinck	Gold Basin Resources Corporation Arras Minerals Corp.

Orientation and Continuing Education

Each new director of our Company is briefed about the nature of the Company's business, its corporate strategy and current issues within the Company. New directors will be encouraged to review our public disclosure records as filed under our SEDAR profile at www.sedar.com. Directors are also provided with access to management to better understand the operations of the Company, and to the Company's legal counsel to discuss their legal obligations as directors of the Company.

Ethical Business Conduct

The Board has adopted a Code of Business Conduct for the Company's directors, officers and employees with respect to ethical business conduct. A full copy of the Code of Business Conduct is posted on its website at www.valoremetals.com. To the greatest extent possible, the Company attempts to attract and retain individuals with a well-developed personal code of ethical conduct in both their business and personal lives.

In considering a transaction in which a director has a material interest, the director is required to disclose the nature and extent of his interest to the Board and to abstain from voting on any resolution pertaining to the transaction.

Nomination of Directors

We do not have a stand-alone nomination committee. Our management is responsible for, among other things, identifying and recommending qualified candidates for appointment, election and re-election to the Board and its committees. In recommending candidates to the Board, management considers, among other factors and in the context of the needs of the Board, potential conflicts of interest, professional experience, personal character, diversity, outside commitments and particular areas of expertise. The Company conducts due diligence, reference checks and background checks on any suitable candidate. New nominees must have a track record in general business management, special expertise in an area of strategic interest to us, the ability to devote the time required, integrity of character and a willingness to serve.

Compensation

We have formed a compensation committee (the "**Compensation Committee**") which determines the compensation of our CEO and CFO and does so with reference to industry standards and the financial situation of the Company. The Compensation Committee has the sole responsibility for determining the compensation of the directors of the Company. For further information regarding how we determine compensation for our directors and executive officers, see "*Executive Compensation*". The members of our Compensation Committee are Garth Kirkham, James Malone and Dale Wallster.

Other Board Committees

In addition to its Audit and Compensation Committees, the Board has a Corporate Governance Committee consisting of James Malone (Chair), Garth Kirkham and Dale Wallster. In addition to the business and affairs of the Corporation, the Corporate Governance Committee oversees the Code of Conduct.

Assessments

The Board has no specific procedures for regularly assessing the effectiveness and contribution of the Board, its committees or individual directors. As the business of the Company is relatively straightforward and its Board relatively small, it is expected that a significant lack of performance on the part of a committee or individual director would become readily apparent, and could be dealt with on a case-by-case basis. With respect to the Board as a whole, the Board monitors its performance on an ongoing basis, and as part of that process considers the overall performance of the Company and input from its shareholders.

AUDIT COMMITTEE INFORMATION

Audit Committee Charter

The text of the Company's audit committee charter is attached as Schedule “H” hereto.

Composition of Audit Committee and Independence

The following are the members of the audit committee:

Dale Wallster	Independent[1]	Financially literate[1]
Jim Malone	Independent[1]	Financially literate[1]
Garth Kirkham	Independent[1]	Financially literate[1]

Note:
(1) As defined under National Instrument – 52-110 *Audit Committees* (“**NI 52-110**”).

Relevant Education and Experience

For the education and experience of each audit committee member that is relevant to the performance of his or her responsibilities as an audit committee member, please see the section entitled “*Election of Directors*” in this Circular.

Audit Committee Oversight

At no time has a recommendation of the audit committee to nominate or compensate an external auditor not been adopted by our Board.

Pre-Approval Policies and Procedures

The audit committee has not adopted any specific policies and procedures for the engagement of non- audit services.

External Auditor Service Fees

The following table sets out the audit fees incurred by the Company since incorporation:

Period	***Audit Fees $***	***Audit Related Fees $***	***Tax Fees $***	***All Other Fees $***
F2022	52,500	n/a	n/a	n/a
F2021	47,500	n/a	7,800	n/a

Exemption

The Company is relying on the exemption in Part 5 (*Reporting Obligations*).

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of the fiscal year ended September 30, 2022 regarding the number of Common Shares to be issued pursuant to the Company's Option Plan. For a summary of our Option Plan, see “*Stock Option Plan Approval*”.

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 the first column)(1)
Equity compensation plans approved by shareholders	11,700,000	0.37	2,378,692
Equity compensation plans not approved by shareholders	Nil	Nil	Nil
Total	11,700,000	0.37	2,378,692

Note:

(1) Based on 153,681,245 common shares of the Company issued and outstanding as at September 30, 2022. The maximum aggregate number of common shares that may be reserved for issuance under the Plan is equal to 10% of the issued and outstanding common shares at the time of the option grant.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Circular, no executive officer, director, employee or former executive officer, director or employee of the Company or any of its subsidiaries is indebted to the Company, or any of its subsidiaries, nor are any of these individuals indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company, or any of its subsidiaries.

ADDITIONAL INFORMATION

Documents you can request

You can ask us for a copy of the following documents at no charge:

(i) our most recent annual report, which includes our comparative financial statements for the most recently completed financial year together with the accompanying auditors' report;
(ii) any interim financial statements that were filed after the financial statements for our most recently completed financial year; and
(iii) our management's discussion and analysis related to the above financial statements.

These documents are also available on SEDAR at www.sedar.com.

Information contained on, or that can be accessed through, our website does not constitute a part of this Circular and is not incorporated by reference herein.

Financial information is provided in our comparative annual financial statements and related management's discussion and analysis for the year ended September 30, 2021 and September 30,2022.

Approval

Our Board has approved the contents of this Circular and the sending thereof to our shareholders, directors and auditor.

DATED this 13th day of April, 2023.

By order of the Board of Directors,

(signed) James Paterson
James Paterson

Chairman and Chief Executive Officer Vancouver, British Columbia

SCHEDULE “A”
INFORMATION CONCERNING LUR

The following information provided by LUR is presented on a pre-Arrangement basis (except where otherwise indicated) and reflects the current business, financial and share capital position of LUR. This information should be read in conjunction with the documents incorporated by reference into this Schedule “A” – “*Information Concerning LUR*” and the information concerning LUR that appears elsewhere in this Circular. See Schedule “B” – “*Information Concerning LUR Following Completion of the Arrangement*” of this Circular for business, financial and share capital information related to LUR after giving effect to the Arrangement. Capitalized terms used but not otherwise defined in this Schedule “A” – “*Information Concerning LUR*” shall have the meaning ascribed to them in this Circular.

Forward-Looking Statements

Certain statements contained in this Schedule “A” – “*Information Concerning LUR*” and in the documents incorporated by reference herein, contains “forward-looking information” within the meaning of applicable Canadian securities legislation (“**forward-looking information**”). Forward-looking information includes, but is not limited to, information with respect to: LUR’s future prospects and outlook; LUR’s future exploration and development activities; the success of LUR’s current and future exploration and development activities; proposed work programs at the CMB Project (as defined herein); proposed work programs at the Angilak Property; LUR’s results of operations, performance and business developments; the ability of LUR to achieve commercial production at any of its mineral properties; contingent payments that LUR may be required to make in the future; issuances of LUR Shares that LUR may be required to make in the future; compliance with environmental protection requirements and the implementation of policies and other measures to ensure compliance with social and environmental mandates; the future price of uranium; regulation of the nuclear energy industry; government regulation of mining operations and environmental risks. Forward-looking information is characterized by words such as “plan”, “expect”, “budget”, “target”, “schedule”, “estimate”, “forecast”, “project”, “intend”, “believe”, “anticipate” and other similar words or statements that certain events or conditions “may”, “could”, “would”, “might”, or “will” occur or be achieved. Forward-looking information is based on the opinions, assumptions and estimates of management considered reasonable at the date the statements are made, and are inherently subject to a variety of risks and uncertainties and other known and unknown factors that could cause the actual results, performance or achievements of LUR to be materially different from any future results, performance or achievements expressed or implied by the forward-looking information. Such factors include: LUR having no history of mineral production; negative operating cash flow and dependence on third-party financing; the price of uranium; public acceptance of nuclear energy; regulatory factors and international trade restrictions; uranium competing with other viable energy sources; mineral tenure risks; difficulty operating as an independent entity; risks related to acquisitions and integration; exploration, development and operating risks; permitting risks; limited exploration prospects; risks related to the economics of developing mineral properties and the development of new mines; health, safety and environmental risks and hazards; potential impacts of infectious diseases, including but not limited to COVID-19; risks related to the conflict between Russia and Ukraine; risks related to significant shareholders; risks related to the market price of the LUR Shares; dilution risks; risks related to community relations; risks related to First Nations title claims and Aboriginal heritage issues; risks related to non-governmental organizations; the availability and costs of infrastructure, energy and other commodities; insurance and uninsured risks; competition risks; risks associated with tax matters; risks relating to potential litigation; nature and climatic conditions; information technology risks; risks relating to the dependence of LUR on outside parties and key management personnel; conflicts of interest; risks related to disclosure and internal controls; risks related to global financial conditions as well as those risk factors discussed or referred to herein and in the documents incorporated by reference herein, including the LUR AIF and LUR Annual MD&A (as defined below) available under LUR’s SEDAR profile at www.sedar.com.

Although LUR has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking information, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. LUR undertakes no obligation to update forward-looking information if circumstances or management’s estimates, assumptions or opinions should change, except as required by applicable law. The reader is cautioned not to place undue reliance on forward-looking information. The forward-looking information contained herein is presented for the purpose of assisting Shareholders in understanding LUR’s expected financial and operational performance and results as at and for the periods ended on the dates presented in LUR’s plans and objectives and may not be appropriate for other purposes.

Documents Incorporated by Reference

Information regarding LUR has been incorporated by reference in the Circular from documents filed by LUR with the securities commissions or similar authorities in the provinces of British Columbia, Alberta and Ontario. Copies of the documents incorporated herein by reference regarding LUR may be obtained on request without charge from the Chief Financial Officer of LUR at 217 Queen Street West, Suite 401, Toronto, ON M5V 0R2, by email: gduras@labradoruranium.com and are also available electronically under LUR's issuer profile on SEDAR at www.sedar.com. The filings of LUR through SEDAR are not incorporated by reference in this Circular except as specifically set out herein.

The following documents, filed by LUR with the securities commissions or similar authorities in the provinces of British Columbia, Alberta and Ontario, are specifically incorporated by reference into, and form a part of, this Circular:

(a) the annual information form of LUR dated April 12, 2023 (the "**LUR AIF**");

(b) the audited consolidated financial statements of LUR as at, and for the years ended, November 30, 2022 and period from incorporation on July 13, 2021 to November 30, 2021 including the notes thereto and the auditor's report thereon ("**LUR Annual Financial Statements**");

(c) the management's discussion and analysis of financial condition and results of operations of LUR for the year ended November 30, 2022 and period from incorporation on July 13, 2021 to November 30, 2023 ("**LUR Annual MD&A**");

(d) the management information circular of LUR dated April 29, 2022, prepared in connection with the annual and special meeting of shareholders of LUR held on May 31, 2022;

(e) the material change report of LUR dated March 24, 2023 relating to the announcement of the Arrangement and the Concurrent Private Placement; and

(f) the material change report of LUR dated April 12, 2023 relating to the closing of the Concurrent Private Placement.

Any documents of the type described in Section 11.1 of Form 44-101F1 — *Short Form Prospectus* filed by LUR with any securities regulatory authorities in the applicable provinces and territories of Canada after the date of this Circular and prior to the Effective Date, disclosing additional or updated information, including the documents incorporated by reference herein, filed pursuant to the requirements or applicable securities legislation in Canada, will be deemed to be incorporated by reference in the Circular.

Any statement contained in this Schedule "A" – "*Information Concerning LUR*" or in any document incorporated or deemed to be incorporated by reference in this Schedule "A" – "*Information Concerning LUR*" will be deemed to be modified or superseded for the purposes of this Schedule "A" – "*Information Concerning LUR*" to the extent that a statement contained in this Schedule "A" – "*Information Concerning LUR*" or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference in this Schedule "A" – "*Information Concerning LUR*" modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Schedule "A" – "*Information Concerning LUR*". Information contained in or otherwise accessed through LUR's website (www.labradoruranium.com), or any other website, does not form part of the Circular. All such references to LUR's website are inactive textual references only.

Overview

LUR was incorporated under the OBCA on July 13, 2021 as a wholly-owned subsidiary of Consolidated Uranium Inc. ("**CUR**") for the purposes of completing a court-approved plan of arrangement under the OBCA in accordance with the terms of an arrangement agreement entered into between CUR and LUR on October 17, 2021 (the "**Spin-Out Agreement**"). Pursuant to the Spin-Out Agreement, CUR transferred ownership of the Moran Lake project located in Labrador (which now forms part of the CMB Project (as defined herein) to LUR in exchange for 16,000,000 LUR Shares, which were subsequently distributed to

the shareholders of CUR on a *pro rata* basis (the "**Spin-Out Transaction**").

On July 22, 2021, LUR's articles were amended to: (i) increase the authorized capital of LUR by creating an unlimited number of Class A common shares and an unlimited number of Class B common shares; (ii) re-designate and re-classify the common shares as Class A common shares; and (iii) reduce the authorized capital of LUR by cancelling the common shares which were authorized but not issued. On February 22, 2022, LUR's articles were further amended to: (i) reduce the authorized capital of LUR by cancelling the Class A common shares which were authorized but not issued (following the cancellation of the one Class A common share held by CUR pursuant to the Spin-Out Transaction); and (ii) re-designate and re-classify the issued and outstanding Class B common shares as common shares.

The LUR Shares are listed and posted for trading on the CSE under the symbol "LUR" and on the OTCQB Marketplace under the symbol "LURAF". LUR's registered and head office is located at 217 Queen Street West, Suite 401, Toronto, Ontario M5V 0R2.

LUR is a growth-oriented junior uranium company, purpose built to explore for and develop uranium in Labrador. LUR holds a dominant land position in the CMB, a well-known uranium and multi-commodity metal district. LUR plans to build on this base through the advancement of its early-stage exploration properties, development of new mines and targeting other uranium consolidation opportunities in Labrador as well as other jurisdictions.

LUR's portfolio includes: (i) a 100% interest in the CMB project located in Labrador (the "**CMB Project**"); (ii) a 100% interest in the Notakwanon project located in Labrador; and (iii) a 66% participating interest (the "**JV Interest**") in the joint venture with Anthem Resources Inc. (formerly Santoy Resources Ltd.) that holds a 100% interest in the Mustang Lake project.

As of the date hereof, LUR's material property is the CMB Project, which is the subject of a technical report prepared in accordance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* ("**NI 43-101**") entitled "NI 43-101 Technical Report, Central Mineral Belt Property, Newfoundland and Labrador, Canada" with an effective date of May 7, 2022 and signing date of November 7, 2022, and prepared by Stefan Kruse, Ph.D., P.Geo, who is a "qualified person" pursuant to NI 43-101 (the "**CMB Project Report**"). The CMB Project Report is available under LUR's profile on SEDAR at www.sedar.com.

Upon completion of the Arrangement, LUR's material properties will include (i) the CMB Project, and (ii) the Angilak Property. See Schedule "B" – "*Information Concerning LUR Following Completion of the Arrangement*" attached to this Circular.

The Angilak Property the subject of a technical report prepared in accordance with NI 43-101 entitled "NI 43-101 Technical Report for the Angilak Property, Kivalliq Region, Nunavut, Canada" with an effective date of March 1, 2023 and signing date of March 31, 2023, and prepared by Michael B. Dufresne, M.Sc., P. Geol., P.Geo. and Philo Schoeman, M.Sc., P.Geo., Pr.Sci.Nat. of APEX Geoscience Ltd., each of whom is a "qualified person" pursuant to NI 43-101 (the "**Angilak Property Report**"). The Angilak Property Report is available under LUR's profile on SEDAR at www.sedar.com.

For a further description of the business of LUR, see the sections entitled "Corporate Structure", "General Development of the Business" and "Description of the Business" in the LUR AIF. For further information regarding LUR, refer to its filings with the securities commissions or similar authorities in the provinces of British Columbia, Alberta and Ontario which may be obtained under LUR's issuer profile on SEDAR at www.sedar.com.

For additional information relating to LUR following completion of the Arrangement and the risk factors relating to the Arrangement see Schedule "B" – "*Information Concerning LUR Following Completion of the Arrangement*" attached to this Circular and "*Business of the Meeting – Approval of Plan of Arrangement – Risks Associated with the Arrangement*".

Probable Acquisition

If completed, the Arrangement will be a "significant acquisition" of LUR for the purposes of Part 8 of National Instrument 51-102 – *Continuous Disclosure Obligations*. As a result, attached to this Schedule "A" as Appendix "A" are the following: (i) audited annual carve-out financial statements with respect to the Angilak Property as at and for the years ended September 30, 2022 and 2021, including (a) a statement of comprehensive income, a statement of changes in equity and a statement of cash flows for the years ended September 30, 2022 and 2021; and (b) a statement of financial position as at September 30, 2022 and 2021; and (ii) interim carve-out financial statements with respect to the Angilak Property as at and for the three months ended

March 31, 2022 and March 31, 2021, including (a) a statement of comprehensive income, a statement of changes in equity and a statement of cash flows for the three months ended ended March 31, 2022 and March 31, 2021; and (b) a statement of financial position as at the three months ended March 31, 2022 and March 31, 2021.

A description of the Arrangement is included in this Circular under the heading "*Business of the Meeting – Approval of Plan of Arrangement*".

Description of Share Capital

LUR is authorized to issue an unlimited number of LUR Shares of which there were 70,104,129 LUR Shares issued and outstanding as of April 12, 2023.

Common Shares

Holders of LUR Shares are entitled to receive notice of and to attend all annual and special meetings of the shareholders of LUR, and to one vote at all such meetings in respect of each LUR Share held. In the event of the liquidation, dissolution or winding-up of LUR or other distribution of assets of LUR among its shareholders for the purpose of winding-up its affairs, holders of LUR Shares will, subject to the rights of the holders of any other class of shares of LUR upon such a distribution in priority to the LUR Shares, be entitled to participate rateably in any distribution of the assets of LUR. The holders of LUR Shares are entitled to receive dividends, if, as and when declared by the LUR Board out of the assets of LUR in such amounts and payable at such times and at such place or places as the LUR Board may from time-to-time determine.

Trading Price and Volume

The LUR Shares are listed and posted for trading on the CSE under the symbol "LUR". The following tables set forth information relating to the monthly trading of the LUR on the CSE, for the 12-month period preceding the date of this Circular.

Month	High (C$)	Low (C$)	Volume
April 2022	$1.32	$0.85	1,651,446
May 2022	$1.03	$0.49	1,325,852
June 2022	$0.96	$0.53	939,535
July 2022	$0.65	$0.42	392,217
August 2022	$0.65	$0.44	764,924
September 2022	$0.55	$0.33	1,167,406
October 2022	$0.48	$0.33	1,262,560
November 2022	$0.43	$0.30	2,592,388
December 2022	$0.33	$0.23	1,120,819
January 2023	$0.49	$0.28	1,124,170
February 2023	$0.49	$0.38	944,632
March 2023	$0.44	$0.29	3,403,925
April 1 – 12, 2023	$0.35	$0.25	459,117

The closing price of the LUR Shares on the CSE on March 13, 2023, the last trading day prior to the announcement of the Arrangement, was $0.395.

The closing price of the LUR Shares on the CSE on April 12, 2023, was $0.28.

Prior Sales

The following table sets forth information in respect of grants or issuances of LUR Shares and securities that are convertible or exchangeable into LUR during the 12-month period prior to the date of this Circular. Other than the issuances listed in the table below, LUR has not issued any LUR Shares or securities convertible or exchangeable into LUR Shares within the 12 months preceding the date of this Circular.

Date of Issuance	**Issue/Exercise Price (C$)**	**Number and Type of Securities**	**Reason for Issuance**
April 12, 2022	1.191	209,907 LUR Shares	Issued to satisfy contingent payment milestone in relation to the CMB Project
April 12, 2022	1.05	14,500 LUR Shares	Issued upon exercise of warrants
April 28, 2022	1.40	7,144,000 LUR Shares	Issued pursuant to private placement of flow-through units of LUR
April 28, 2022	1.40	3,572,000 common share purchase warrants	Issued pursuant to private placement of flow-through units of LUR
April 28, 2022	1.00	464,360 broker warrants	Issued to underwriters in connection with a private placement of flow-through units of LUR
May 18, 2022	0.60	3,000,000 Labrador Shares	Issued as consideration in connection with the acquisition of the JV Interest
July 15, 2022	0.70	225,000 LUR Options	Grant of LUR Options to directors and consultants of LUR
July 18, 2022	0.70	50,000 LUR Options	Grant of LUR Options to employees of LUR
October 13, 2022	0.70	50,000 LUR Options	Grant of LUR Options to management of LUR
November 24, 2022	0.45	6,664,000 Labrador Shares	Issued pursuant to private placement of flow-through units of LUR
November 24, 2022	0.60	3,332,000 common share purchase warrants	Issued pursuant to private placement of flow-through units of LUR

Date of Issuance	Issue/Exercise Price (C$)	Number and Type of Securities	Reason for Issuance
November 24, 2022	0.32	333,200 Labrador Shares	Issued to as finder's fees to arm's length parties in connection with a private placement of flow-through units of LUR
November 24, 2022	0.32	5,000,000 Labrador Shares	Issued in connection with acquisition of the Anna Lake project and the Moran Lake B-Zone prospect
January 6, 2023	0.35	2,650,000 LUR Options	Grant of LUR Options to management, directors, employees and consultants of LUR
April 5, 2023	0.35	18,672,000 Subscription Receipts	Issued pursuant to Concurrent Private Placement
April 5, 2023	0.42	14,359,698 Flow-Through Subscription Receipts	Issued pursuant to Concurrent Private Placement
April 5, 2023	0.35	1,601,327 broker warrants	Issued pursuant to Concurrent Private Placement
April 5, 2023	0.30	1,500,000 LUR Options	Grant of LUR Options to management of LUR

Consolidated Capitalization

Except as otherwise described herein, there has not been any material change to LUR's share and loan capital on a consolidated basis, since November 30, 2022, the date of the LUR Annual Financial Statements. See the LUR Annual Financial Statements and the LUR Annual MD&A, which are incorporated by reference in this Schedule "A" – "*Information Concerning LUR*".

Dividend Policy

There are no restrictions in LUR's articles or by-laws or pursuant to any agreement or understanding which could prevent LUR from paying dividends. LUR has never declared or paid any dividends on any class of securities. LUR currently intends to retain future earnings, if any, to fund the development and growth of its business, and does not intend to pay any cash dividends on the LUR Shares for the foreseeable future. Any decision to pay dividends on the LUR Shares in the future will be made by the LUR Board on the basis of earnings, financial requirements and other conditions existing at the time.

Material Contracts

Except as otherwise disclosed in this Circular and as discussed in the LUR AIF, during the 12 months prior to the date of this Circular, LUR has not entered into any contract, nor are there any contracts still in effect, that are material to LUR or any of its subsidiaries, other than contracts entered into in the ordinary course of business. See "Material Contracts" in the LUR AIF, which is incorporated by reference in this Schedule "A" – "*Information Concerning LUR*".

Auditors, Transfer Agent and Registrar

LUR's auditor is McGovern Hurley LLP.

LUR's registrar and transfer agent is Computershare Investor Services Inc.

Risk Factors

An investment in LUR Shares and the completion of the Arrangement are subject to certain risks. In addition to considering the other information contained in this Circular, including the risk factors described under the heading "*Business of the Meeting – Approval of Plan of Arrangement – Risks Associated with the Arrangement*", readers should consider carefully the risk factors described in the LUR AIF as well as the LUR Annual MD&A, each of which is incorporated by reference in this Schedule "A" – "*Information Concerning LUR*".

Interests of Experts

McGovern Hurley LLP, Chartered Accountants, is the auditor of LUR and has confirmed that they are independent of the LUR within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulations. McGovern Hurley LLP was appointed auditor of LUR effective February 22, 2021.

To the knowledge of the LUR, the aforementioned firms or persons held either less than 1% or no securities of the LUR or of any associate or affiliate of the LUR when they rendered services, prepared the reports or the mineral reserve estimates or the mineral resource estimates referred to, as applicable, or following the rendering of services or preparation of such reports or data, as applicable, and either did not receive any or received less than 1% direct or indirect interest in any securities of the LUR or of any associate or affiliate of the LUR in connection with the rendering of such services or preparation of such reports or data. Neither the aforementioned firms or persons, nor any director, officer, employee or partner, as applicable, of the aforementioned firms or persons are currently, or are expected to be, elected, appointed or employed as a director, officer or employee of LUR or of any associate or affiliate of LUR.

Additional Information

Additional information relating to LUR may be found under LUR's profile on SEDAR at www.sedar.com, or on LUR's website at www.consolidateduranium.com.

Additional information, including directors' and officers' remuneration and indebtedness, principal holders of the LUR's securities and securities authorized for issuance under equity compensation plans is contained in the management information circular dated April 29, 2022 filed in connection with the annual and special meeting of shareholders held on May 31, 2022.

Additional financial information is provided in LUR Annual Financial Statements and the LUR Annual MD&A, each of which is available under LUR's SEDAR profile at www.sedar.com.

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APPENDIX “A” TO SCHEDULE “A”
CARVE-OUT FINANCIAL STATEMENTS WITH RESPECT TO THE ANGILAK PROPERTY

(see attached)

ValOre Metals Corp.
Angilak Property Carve-Out

Carve-out Financial Statements
(Expressed in Canadian Dollars)

For the Years Ended September 30, 2022 and 2021

1020 – 800 West Pender Street
Vancouver, BC V6C 2V6

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
ValOre Metals Corp.

Opinion

We have audited the accompanying carve-out financial statements of ValOre Metals Corp. - Angilak Property Carve-Out (the "Entity"), which comprise the statements of financial position as at September 30, 2022 and 2021, and the statements of loss and comprehensive loss, cash flows and changes in equity (deficiency) for the years then ended, and notes to the carve-out financial statements, including a summary of significant accounting policies.

In our opinion, these carve-out financial statements present fairly, in all material respects, the financial position of the Entity as at September 30, 2022 and 2021, and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards ("IFRS").

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the carve-out financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 2 of the carve-out financial statements, which indicates that the Entity had $nil cash on hand, is not generating any revenues and has incurred losses since inception. As stated in Note 2, these events and conditions indicate that a material uncertainty exists that may cast significant doubt on the Entity's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Emphasis of Matter – Basis of Preparation

We draw attention to the fact that as described in Note 2 in the carve-out financial statements, the Entity did not operate as a separate legal entity during the years ended September 30, 2022 and 2021. The carve-out financial statement for the above years are therefore not necessarily indicative of the results that would have occurred if the Entity had been a separate stand-alone entity during the years presented or of future results of the Entity. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Carve-out financial statements

Management is responsible for the preparation and fair presentation of the carve-out financial statements in accordance with IFRS, and for such internal control as management determines is necessary to enable the preparation of carve-out financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the carve-out financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Carve-out financial statements

Our objectives are to obtain reasonable assurance about whether the carve-out financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these carve-out financial statements.

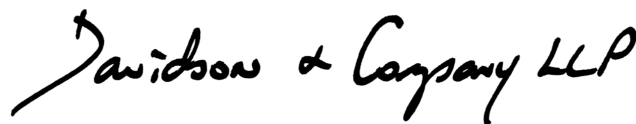
As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the carve-out financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the carve-out financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the carve-out financial statements, including the disclosures, and whether the carve-out financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

The engagement partner on the audit resulting in this independent auditor’s report is Dylan Connelly.



Vancouver, Canada — Chartered Professional Accountants

April 11, 2023

ValOre Metals Corp. - Angilak Property Carve-out

Carve-out Statements of Financial Position
(Expressed in Canadian Dollars)

	Note(s)		September 30, 2022		September 30, 2021
ASSETS					
Non-current assets:					
Equipment			62,069		93,781
Exploration and evaluation assets	4		949,439		949,439
Total assets		$	1,011,508	$	1,043,220
LIABILITIES					
Non-current liabilities:					
Decommissioning liability	5		1,450,680		1,254,945
			1,450,680		1,254,945
DEFICIENCY					
Reserves			72,754,709		56,802,687
Deficit			(73,193,881)		(57,014,412)
Total deficiency			(439,172)		(211,725)
Total liabilities and deficiency		$	1,011,508	$	1,043,220

Transaction with Labrador Uranium Inc. *(Note 1)*

APPROVED ON APRIL 6, 2023 ON BEHALF OF THE BOARD:

"James Paterson", CEO, Director

"Dale Wallster", Director

- The accompanying notes are an integral part of these carve-out financial statements -

ValOre Metals Corp. - Angilak Property Carve-out

Carve-out Statements of Loss and Comprehensive Loss
(Expressed in Canadian Dollars)

	Note(s)	Year ended September 30, 2022	2021
Expenses			
Depreciation		$ 31,712	$ 31,710
Bank charges and interest		8,961	19,074
Exploration expenditures	4	13,796,885	992,398
Investor relations		354,358	47,577
Listing and filing fees		114,553	23,574
Management and consulting fees	7	442,582	150,737
Office and sundry		141,078	19,199
Professional fees		213,427	43,354
Share-based compensation	7	1,355,930	-
Travel and conference		86,650	8,787
Loss before the undernoted		(16,546,136)	(1,336,410)
Other income			
Other income	8	366,667	-
Net loss and comprehensive loss for the year		(16,179,469)	(1,336,410)

- The accompanying notes are an integral part of these carve-out financial statements -

ValOre Metals Corp. - Angilak Property Carve-out

Carve-out Statements of Cash Flows
(Expressed in Canadian Dollars)

		Year ended September 30,		
		2022		2021
Cash flows from operating activities:				
Net loss for the year	$	(16,179,469)	$	(1,336,410)
Items not involving cash:				
Depreciation		31,712		31,710
Accretion		17,915		8,387
Share-based compensation		1,355,930		-
Change in estimate on decommissioning liability		177,820		830,343
Net cash used in operating activities		(14,596,092)		(465,970)
Cash flows from financing activities:				
Contributions from ValOre		14,596,092		465,970
Net cash provided by financing activities		14,596,092		465,970
Net increase (decrease) in cash		-		-
Cash, beginning of the year		-		-
Cash, end of the year	$	-		-

During the year ended September 30, 2022, the Company paid $Nil (2021 - $Nil) in interest, and $Nil (2021 - $Nil) in finance expenses on loan.

- The accompanying notes are an integral part of these carve-out financial statements -

ValOre Metals Corp. - Angilak Property Carve-out

Carve-out Statements of Changes in Equity (Deficiency)
(Expressed in Canadian Dollars)

	Contributions from ValOre	Equity settled reserves	Deficit	Total
Balance at September 30, 2020	**$ 56,336,717**	**-**	**$ (55,678,002)**	**$ 658,715**
Contributions from ValOre	465,970	-	-	465,970
Net loss for the year	-	-	(1,336,410)	(1,336,410)
Balance at September 30, 2021	**56,802,687**	**-**	**(57,014,412)**	**(211,725)**
Balance at September 30, 2021	**56,802,687**	**-**	**(57,014,412)**	**(211,725)**
Share-based compensation		1,355,930	-	1,355,930
Contributions from ValOre	14,596,092	-	-	14,596,092
Net loss for the year		-	(16,179,469)	(16,179,469)
Balance at September 30, 2022	**$ 71,398,779**	**$ 1,355,930**	**$ (73,193,881)**	**$ (439,172)**

- The accompanying notes are an integral part of these carve-out financial statements -

1. Transaction with Labrador Uranium Inc.

On March 13, 2023, ValOre Metals Corp. ("ValOre") entered into an arrangement agreement (the "Arrangement Agreement") with Labrador Uranium Inc. ("Labrador") whereby ValOre agreed to sell to Labrador (the "Transaction") a 100% interest in ValOre's Angilak uranium project in Nunavut Territory (the "Angilak Property") for consideration comprised of (i) $3,000,000 in cash, and (ii) 100,000,000 common shares of Labrador, which shares represent a value of $40,000,000, calculated using the volume weighted average price of the Labrador common shares for the 10-day period immediately prior to entering into the aforementioned Arrangement Agreement. It is intended that the Transaction be completed via plan of arrangement under the provisions of the Business Corporations Act (British Columbia), requiring the approval of the shareholders of ValOre and the approval of the Supreme Court of British Columbia. As a condition to closing of the Transaction, Labrador will complete a financing for gross proceeds of not less than $12,000,000 (the "Labrador Financing"). Labrador shares issued pursuant to the Labrador Financing will have a hold period of four (4) months from the closing of the Labrador Financing. The 100,000,000 common shares of Labrador issued to ValOre as consideration for the Angilak Property will be distributed, pro rata, to the shareholders of ValOre as a return of capital. Such shares will have the same four (4) month hold period as the above-mentioned Labrador common shares issued pursuant to the Labrador Financing.

On March 13, 2023, ValOre entered into an earn-in agreement (the "Earn-in Agreement") with Labrador whereby ValOre granted Labrador an exclusive option to earn a 10% interest in the Angilak Property in exchange for Labrador funding the sum of $3,500,000 in expenditures on the Angilak Property which qualify as "Canadian exploration expense" in subsection 66.1(6) of the Tax Act and in paragraphs (a) to (d) of the definition of "flow-through mining expenditure" in subsection 127(9) of the Tax Act (the "Expenditures"). Contemporaneous with the consummation of the Transaction, the ValOre will assign the Earn-in Agreement to Labrador pursuant to an assignment and assumption agreement. In the event the Transaction does not close, ValOre has agreed to fund Expenditures of a qualifying Labrador property (the "Labrador Property") up to the amount that Labrador has funded the Angilak Property and earn a corresponding interest in the Labrador Property. Upon earning such interest in the Labrador Property, the parties will then have the option to swap their respective interests in the Angilak Property and Labrador Property.

Completion of the Transaction remains subject to a number of conditions, including but not limited to: (i) the approval of all regulatory bodies having jurisdiction in connection with the Transaction (including approval of the TSX Venture Exchange and the Canadian Securities Exchange); (ii) completion of the Labrador Financing; (iii) approval of the shareholders of ValOre; (iv) approval of the Supreme Court of British Columbia; and (iv) satisfaction of other closing conditions customary in a transaction of this nature. There can be no assurance that the Transaction will be completed as proposed or at all.

These carve-out financial statements represent the historical operations of the Angilak Property since acquisition by ValOre. The assets, liabilities, expenses and cash flows of the operations included in the exploration business to be optioned by ValOre (the "Entity") have been derived from ValOre's historical financial information. The operations of the Entity were not a separate legal entity during the periods presented. The Entity was part of ValOre.

These carve-out financial statements were authorized for issuance by the Board of directors of the Company on April 6, 2023.

2. Basis of presentation and going concern

Statement of compliance

These carve-out financial statements have been prepared in accordance with International Accounting Standards 1, Presentation of Financial Statements ("IAS 1") using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). These carve-out financial statements have been prepared on a historical cost basis. In addition, these carve-out financial statements have been prepared using the accrual basis of accounting except for cash flow information.

The purpose of these carve-out financial statements is to provide general purpose historical financial information of the Entity in connection with the Transaction detailed in Note 1. Therefore, these carve-out financial statements present the historical financial information of ValOre that make up the Entity, either fully, or partially, where only specifically identifiable assets and liabilities are included, and allocations of shared income and expenses of ValOre that are attributable to the Entity.

The basis of preparation for the carve-out statements of financial position, loss and comprehensive loss, cash flows and changes in equity of the Entity have been applied. The carve-out financial statements have been extracted from historical accounting records of ValOre with estimates used, when necessary, for certain allocations.

- The carve-out statements of financial position reflect the assets and liabilities recorded by ValOre which have been assigned to the Entity on the basis that they are specifically identifiable and attributable to the Entity;

- The carve-out statements of loss and comprehensive loss included a pro-rata allocation of ValOre's income and expenses incurred in each of the periods presented based on the percentage of exploration and evaluation activity on the carve-out exploration and evaluation assets being transferred, compared to the expenditures incurred on all of ValOre's exploration and evaluation assets, and based on specifically identifiable activities attributable to the Entity. The allocation of income and expense for each period presented is as follows: for the year ended September 30, 2022 – 88% and for the year ended September 30, 2021 – 24%. The percentages are considered reasonable under the circumstances.

Management cautions readers of these carve-out financial statements that the Entity's results do not necessarily reflect what the results of operations, financial position, or cash flows would have been had the Entity been a separate entity. Further, the allocation of income and expense in the carve-out statements of loss and comprehensive loss do not necessarily reflect the nature and level of the Entity's future income and operating expenses. ValOre's investment in the Entity, presented as deficiency in these carve-out financial statements, includes the accumulated total loss and comprehensive loss of the Entity.

These carve-out financial statements have been prepared on a going concern basis, which assumes that the Entity will continue in operation for the foreseeable future and will be able to realize its assets and settle its liabilities in the normal course of business. At September 30, 2022, the Entity had $nil cash on hand, is not generating any revenues and has incurred losses since inception. Whether and when the Entity can obtain profitability and positive cash flows from operations is uncertain. These material uncertainties may cast significant doubt on the ability of the Entity to continue as a going concern. The Entity's ability to continue its operations is dependent upon support as part of ValOre. These carve-out financial statements do not give effect to the required adjustments to the carrying amounts and classification of assets and liabilities should the Entity be unable to continue as a going concern. Such adjustments could be material.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and any related adverse public health developments, has adversely affected workforces, customers, economies, and financial markets globally, potentially leading to an economic downturn. It has also disrupted the normal operations of many businesses, including the Entity's. This outbreak could decrease spending, adversely affect and harm the Entity's business and results of operations. It is not possible for the Entity to predict the duration or magnitude of the adverse results of the outbreak and its effects on the Entity's business or results of operations at this time.

3. Significant Accounting Policies

The accounting policies have been applied consistently throughout by the Entity for purposes of these carve-out financial statements.

a) Equipment

Recognition and measurement

Equipment is measured at cost less accumulated depreciation and accumulated impairment losses. Costs include expenditures that are directly attributable to the acquisition of the asset.

When parts of equipment have different useful lives, they are accounted for as separate items (major components) of equipment.

Gains and losses on disposal of equipment are determined by comparing the proceeds from disposal with the carrying amount of equipment and are recognized net within other income in profit or loss.

Subsequent costs

The cost of replacing equipment is recognized in the carrying amount of the item if it is probable that the future economic benefits embodied within the item will flow to the Entity and its cost can be measured reliably. The carrying amount of the replaced item is derecognized. The costs of the day-to-day servicing of equipment are expensed.

Depreciation

Depreciation is calculated over the cost of an asset less its residual value. Depreciation is provided on a declining balance method at rates designed to depreciate the cost of the equipment over the estimated useful lives. The annual depreciation rates are as follows:

Field equipment	20%

Depreciation methods, useful lives and residual values are reviewed at each financial year end and adjusted if appropriate.

b) Comprehensive loss

Comprehensive loss is the change in the Entity's net assets that results from transactions, events and circumstances from sources other than Entity's shareholders and includes items that would not normally be included in net earnings such as unrealized gains or losses on marketable securities.

c) Exploration and evaluation assets

Before legal rights to explore a property have been acquired, costs are expensed as incurred. Costs related to the acquisition of exploration and evaluation assets are capitalized by property until the commencement of commercial production. If commercially profitable ore reserves are developed, capitalized costs of the related property are reclassified as mining assets and amortized using the unit of production method. If, after management review, it is determined that capitalized acquisition costs are not recoverable over the estimated economic life of the property, or the property is abandoned, or management deems there to be an impairment in value, the property is written down to its net realizable value. Costs related to the exploration and evaluation of mineral properties are recognized in profit or loss as incurred.

Any option payments received by Entity from third parties or tax credits refunded to the Entity are credited to the capitalized cost of the mineral interest. If payments received exceed the capitalized cost of the mineral interest, the excess is recognized as income in the year received and allocated against exploration expenses. The amounts shown for exploration and evaluation assets do not necessarily represent present or future values. Their recoverability is dependent upon the discovery of economically recoverable reserves, the ability of the Entity to obtain the necessary financing to complete the exploration and evaluation, and future profitable production or proceeds from the disposition thereof.

d) Restoration, rehabilitation and environmental costs

The Entity recognizes statutory, contractual or other legal obligations related to the retirement of its exploration and evaluation assets and its tangible long-lived assets when such obligations are incurred, if a reasonable estimate of fair value can be made. These obligations are measured initially at the net present value of estimated future cash flows and the resulting costs are expensed to the statement of loss and comprehensive loss. In subsequent periods, the liability is adjusted for any changes in the amount or timing and for the discounting of the underlying future cash flows.

e) Income taxes

Tax expense comprises current and deferred tax. Current tax is the expected tax payable or receivable on the taxable income or loss for the year using tax rates enacted or substantively enacted at the reporting date. As the Entity is in a loss position there is no current tax payable.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the tax laws that have been enacted or substantively enacted by the reporting date. Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

f) Impairment

Non-financial assets

At each reporting date the carrying amounts of the Entity’s long-lived assets, which are comprised of equipment and exploration and evaluation assets, are reviewed to determine whether there is any indication that those assets are impaired. If any such indication exists, the recoverable amount of the asset is estimated to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use, which is the present value of future cash flows expected to be derived from the asset or its related cash generating unit. For purposes of impairment testing, assets are grouped at the lowest levels that generate cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the “cash-generating unit”).

If the recoverable amount of an asset or cash generating unit is estimated to be less than its carrying amount, the carrying amount of the associated assets are reduced to their recoverable amount and the impairment loss is recognized in profit or loss for the period.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment charge is reversed through profit or loss only to the extent that the asset’s carrying amount does not exceed the carrying amount that would have been determined, net of any applicable depreciation, if no impairment loss had been recognized.

g) Financial instruments

The following is the Entity’s accounting policy for financial assets and liabilities:

Financial assets are classified at initial recognition as either: measured at amortized cost, Fair value through profit or loss (“FVTPL”), or fair value through other comprehensive income ("FVTOCI"). The classification depends on the Entity’s’s business model for managing the financial assets and the contractual cash flow characteristics. For assets measured at fair value, gains and losses will either be recorded in profit or loss or OCI.

Fair value through profit or loss (“FVTPL”) – Financial assets carried at FVTPL are initially recorded at fair value and transaction costs are expensed in the income statement. Realized and unrealized gains and losses arising from changes in the fair value of the financial asset held at FVTPL are included in profit or loss in the period in which they arise.

Fair value through other comprehensive income (“FVTOCI”) – Investments in equity instruments at FVTOCI are initially recognized at fair value plus transaction costs. Subsequently, they are measured at fair value, with gains and losses arising from changes in fair value recognized in other comprehensive income. There is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment.

Financial assets at amortized cost - A financial asset is measured at amortized cost if the objective of the business model is to hold the financial asset for the collection of contractual cash flows, and the asset's contractual cash flows are comprised solely of payments of principal and interest. They are classified as current assets or non-current assets based on their maturity date and are initially recognized at fair value and subsequently carried at amortized cost less any impairment.

Financial liabilities are measured at amortized cost unless they are required to be measured at FVTPL or the Company has opted to measure at FVTPL.

Measurement
Financial assets and liabilities at FVTPL are initially recognized at fair value and transaction costs are expensed in the consolidated statement of loss and comprehensive loss. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets or liabilities held at FVTPL are included in the consolidated statement of loss and comprehensive loss in the period in which they arise. Where the Company has opted to designate a financial liability at FVTPL, any changes associated with the Company's credit risk will be recognized in OCI. Financial assets and liabilities at amortized cost are initially recognized at fair value, and subsequently carried at amortized cost less any impairment.

Impairment
The Entity assesses on a forward-looking basis the expected credit loss ("ECL") associated with financial assets measured at amortized cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk. An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset’s original effective interest rate. Losses are recognized in profit or loss and reflected in an allowance account against receivables. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

h) Share-based compensation

The grant date fair value of share-based compensation awards granted to employees and consultants, including directors and officers, is recognized as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. Share-based compensation to non-employees are measured at the fair value of the goods or services received or if such fair value is not reliably measurable, at the fair value of the equity instruments issued. The amount recognized as an expense is adjusted to reflect the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognized as an expense is based on the number of awards that do meet the related service and non-market performance conditions at the vesting date.

i) Use of estimates and judgments

The following are the critical judgments and estimates that the Entity has made in the process of applying the Entity's accounting policies that have the most significant effect on the amounts recognized in the consolidated financial statements.

Critical judgments

The preparation of these consolidated financial statements requires management to make judgments regarding the going concern of the Entity as discussed in Note 2.

Key sources of estimation uncertainty

Because a precise determination of many assets and liabilities is dependent upon future events, the preparation of consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Actual results could differ from those estimates and such differences could be significant. Significant estimates made by management affecting the consolidated financial statements include:

Share-based compensation

Share-based compensation expense is measured by reference to the fair value of the stock options at the date at which they are granted. Estimating fair value for granted stock options requires determining the most appropriate valuation model which is dependent on the terms and conditions of the grant. This estimate also requires determining the most appropriate inputs to the valuation model including the expected life of the option, volatility, dividend yield, and rate of forfeitures and making assumptions about them.

Deferred tax assets and liabilities

The measurement of a deferred tax provision is subject to uncertainty associated with the timing of future events and changes in legislation, tax rates and interpretations by tax authorities. The estimation of taxes includes evaluating the recoverability of deferred tax assets based on an assessment of the Entity's ability to utilize the underlying future tax deductions against future taxable income prior to expiry of those deductions. Management assesses whether it is probable that some or all of the deferred income tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income, which in turn is dependent upon the successful discovery, extraction, development and commercialization of mineral reserves. To the extent that management's assessment of the Entity's ability to utilize future tax deductions changes, ValOre would be required to recognize more or fewer deferred tax assets, and future tax provisions or recoveries could be affected.

Useful life of equipment

Each significant component of an item of equipment is depreciated over its estimated useful life. Estimated useful lives are determined based on current facts and past experience and take into consideration the anticipated physical life of the asset, existing long-term sales agreements and contracts, current and forecasted demand, and the potential for technological obsolescence.

Carrying value and recoverability of exploration and evaluation assets

The carrying amount of the Entity's exploration and evaluation assets do not necessarily represent present or future values, and the Entity's exploration and evaluation assets have been accounted for under the assumption that the carrying amount will be recoverable. Recoverability is dependent on various factors, including the discovery of economically recoverable reserves, the ability of the Entity to obtain the necessary financing to complete the development and upon future profitable production or proceeds from the disposition of the mineral properties themselves.

Additionally, there are numerous geological, economic, environmental and regulatory factors and uncertainties that could impact management's assessment as to the overall viability of its properties or to the ability to generate future cash flows necessary to cover or exceed the carrying value of the Entity's exploration and evaluation assets.

Environmental rehabilitation obligation

The Entity assesses its provision for reclamation and remediation on an annual basis or when new material information becomes available. Mining and exploration activities are subject to various laws and regulations governing the protection of the environment. In general, these laws and regulations are continually changing and the Entity has made, and intends to make in the future, expenditures to comply with such laws and regulations.

Accounting for reclamation and remediation obligations requires management to make estimates of the future costs the Entity will incur to complete the reclamation and remediation work required to comply with existing laws and regulations at each mining operation and exploration and development property. Actual costs incurred may differ from those amounts estimated. Also, future changes to environmental laws and regulations could increase the extent of reclamation and remediation work required to be performed by the Entity. Increases in future costs could materially impact the amounts charged to operations for reclamation and remediation. The provision represents management's best estimate of the present value of the future reclamation and remediation obligation. The actual future expenditures may differ from the amounts currently provided.

As at September 30, 2022, the Entity recorded $1,450,680 (2021 – $1,254,945) in decommissioning liabilities relating to its exploration and evaluation assets.

Pro-rata allocation of ValOre's income and expenses

The pro-rata allocation of ValOre's income and expenses indirectly attributable to the Angilak Property. Generally, the pro-rata allocation of ValOre's shared income and expenses shall be allocated based on a reasonable method. In determining this method, Management has assessed various approaches, and concluded that an allocation based on the percentage of exploration and evaluation activities on the carve-out exploration and evaluation assets, compared to the expenditures incurred on all of ValOre's exploration and evaluation assets is the most reasonable.

The preparation of financial statements in accordance with IFRS requires the Entity to make judgments, apart from those involving estimates, in applying accounting policies. There are currently no critical accounting judgements.

j) Flow-through shares

The issuance of flow-through shares is accounted for similarly to the issuance of a compound financial instrument. The liability component represents the premium paid for the tax benefit to the investors. Proceeds from the issuance of shares by flow-through private placements are allocated between shares issued and a liability account using the residual method. Proceeds are first allocated to shares according to the quoted price of existing shares at the time of issuance and any residual in the proceeds is allocated to the liability. Upon renunciation of the flow through expenditures, the liability component is derecognized in the statement of loss and comprehensive loss and a deferred income tax liability is recognized for the taxable temporary difference created at the Entity's applicable tax rate which is expected to apply in the year the deferred income tax liability will be settled. Any difference between the amount of the liability component derecognized and deferred income tax liability recognized is recorded in the statement of loss and comprehensive loss.

4. Exploration and evaluation assets

		Angilak
September 30, 2021 and 2022	**$**	**949,439**

a) Exploration expenditures

		Total
Accretion	$	8,387
Land administration		79,544
Decommissioning liability		830,343
Field and general operations		59,985
Field contractors and consultants		12,972
Salaries and wages		1,167
September 30, 2021	**$**	**992,398**

		Total
Accretion	$	17,915
Claim maintenance		31,995
Community consultation		2,125
Land administration		79,544
Air support and transportation		4,432,311
Decommissioning liability		177,820
Drilling		1,760,919
Field and general operations		3,027,523
Field contractors and consultants		1,346,148
Fuel		1,760,314
Laboratory costs		8,685
Salaries and wages		311,000
Travel and accommodation		840,586
September 30, 2022	**$**	**13,796,885**

b) General

The Angilak Property is comprised of a central Inuit Owned Land parcel surrounded by adjacent and contiguous mineral claims on Federal Crown lands in Nunavut Territory, Canada. ValOre is party to an Exploration Agreement (“EA”) with Nunavut Tunngavik Inc. (“NTI”) whereby ValOre holds a 100% interest in the minerals within privately owned Inuit Owned Lands.

In order to keep the Inuit Owned Lands in good standing, ValOre issued 100,000 common shares from treasury to NTI in four tranches of 25,000 common shares each. Upon completion of a feasibility study on any portion of the property, NTI has the option of taking either a 25% participating interest or a 7.5% net profits royalty in the specific area subject to the feasibility study. Upon completion of a National Instrument 43-101 compliant report that outlines a measured resource of at least 12 million pounds of uranium, ValOre will pay NTI a cash sum of $1,000,000.

The Inuit Owned Lands are subject to an underlying 12% net profits royalty payable on all minerals to NTI. During periods of positive operating revenue, gross uranium revenue shall be calculated as 130% of the value of the product. Starting December 31, 2008, ValOre is to pay annual advance royalty payments to NTI in the sum of $50,000 annually (2008 – 2014 paid). NTI has allowed the Company to defer the annual advance royalty payments due on December 31, 2015, 2016, and 2018 to December 31, 2019, 2020 and 2021, respectively. The $50,000 payment originally due in December 2015 was paid during the year ended September 30, 2020.

The $50,000 payment originally due in December 2016 was paid in December 2020. The $50,000 payment originally due in December 2018 and was paid in December 2021.

In January 2017, the Company received $700,000 from Sandstorm Gold Ltd. (“Sandstorm”) as part of a $1,000,000 royalty package in return for ValOre granting to Sandstorm a 1% net smelter returns royalty (“NSR”) payable on all mineral products produced from the property.

5. Decommissioning liability

The changes in the rehabilitation provision during the three months ended December 31, 2022 and the year ended September 30, 2022 were as follows:

	September 30, 2022	September 30, 2021
Balance, beginning of period	$ 1,254,945	$ 416,215
Accretion	17,915	8,387
Change in estimate	177,820	830,343
Balance, end of period	$ 1,450,680	$ 1,254,945

During the year ended September 30, 2021, the Entity changed the estimate to reflect the current market rates. The revised calculation estimates an undiscounted reclamation obligation of $1,309,169 expected to be incurred in 3 years. An inflation rate of 4.4% and a risk-free discount rate of 1.42% where recorded $8,387 for accretion to adjust the reclamation obligation.

During the year ended September 30, 2022, the Entity changed the estimate to reflect the current market rates. The revised calculation estimates an undiscounted reclamation obligation of $1,562,726 expected to be incurred in 2 years. An inflation rate of 6.90% (2021 – 4.40%) and a risk-free discount rate of 3.79% (2021 – 1.42%) were used to determine the balance of the decommissioning liability as at September 30, 2022.

During the year ended December 31, 2022, the Entity recorded $17,915 in accretion to adjust the reclamation obligation which was included in Evaluation and Exploration Expenditures (Note 3 a).

6. Equity settled reserves

Equity settled reserves is comprised of funding from ValOre, and equity settled share-based payments. Funding from ValOre represents the accumulated net contributions from ValOre. Equity settled share-based payments represents the Entity’s pro-rata portion of ValOre’s share-based payment expense. This has been allocated as the Entity benefits from ValOre’s stock option plan which allows directors, officers, employees and consultants to acquire shares of ValOre.

7. Related Party Transactions

Key management personnel are the persons responsible for the planning, directing and controlling the activities of the Entity and include both executive and non-executive directors, and entities controlled by such persons.

The Entity considers all directors and officers of ValOre to be key management personnel. To determine related party transactions for the Angilak Property, the allocation methodology outlined in Note 2 has been consistently applied.

During the year ended September 30, 2022, the Entity entered into the following transactions with key management personnel:

		Year ended September 30, 2022		Year ended September 30, 2021
Management and consulting fees	$	184,962	$	49,400
Directors' fees (included in Management and consulting fees in the Statements of Loss and Comprehensive Loss)		173,336		51,941
Share-based compensation		626,604		-
Total remuneration	**$**	984,902	**$**	101,341

The amounts charged to the Entity for the services provided have been determined by negotiation among the parties and, in certain cases, are covered by signed agreements.

Related party transactions and balances not disclosed elsewhere in these consolidated financial statements are as follows:

Other related party transactions

During the year ended September 30, 2022, the Entity incurred a total of $52,846 (2021 - $14,114) in consulting fees and $19,218 (2021 - $5,287) in rent from a company owned by a close family member of the CFO.

8. Flow-through premium liability

Flow-through share premium liabilities include the liability portion of the flow-through shares issued. The following is a continuity schedule of the liability portion of the flow-through shares issuance.

Balance at September 30, 2021	**$**	**-**
Liability incurred on flow-through shares		366,667
Settlement of flow-through share liability on incurring expenditures		(366,667)
Balance at September 30, 2022	**$**	**-**

During November 2021, the Entity completed a non-brokered private placement of 18,333,333 flow-through shares at a price of $0.60 per share for gross proceeds of $11,000,000. A premium of $0.02 per unit was received for the flow-through shares resulting in an initial liability of $366,667.

The flow-through liability is amortized to Other Income in the Statement of Loss and Comprehensive Loss, based on the percentage of the eligible expenditures incurred during the period. During the year ended September 30, 2022, the Entity fulfilled its commitment on the Entity's property.

9. Capital management

The Entity does not have share capital and its equity is a carve-out amount from ValOre's equity. ValOre has no debt and does not expect to enter into debt financing. ValOre manages its capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristic of underlying assets. ValOre is not subject to any externally imposed capital requirements and does not presently utilize any quantitative measures to monitor its capital. ValOre has no traditional revenue sources. ValOre's ability to continue as a going concern on a long-term basis and realize its assets and discharge its liabilities in the normal course of business, rather than through a process of forced liquidation, is primarily dependent upon its continued ability to find and develop mineral property interests, and there being a favorable market in which to sell or option the mineral properties interest; and/or its ability to borrow or raise additional funds from equity markets.

10. Financial Instruments

Categories of financial assets and liabilities

The Entity uses the following hierarchy for determining and disclosing the fair value of the financial instruments by valuation technique:

i) Level 1 – Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

ii) Level 2 – Applies to assets or liabilities for which there are inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly such as quoted prices for similar assets or liabilities in active markets or indirectly such as quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions.

iii) Level 3 – Applies to assets or liabilities for which there are unobservable market data.

Credit risk

Credit risk is the risk of potential loss to the Entity if the counterparty to a financial instrument fails to meet its contractual obligations. The Entity has no credit risk.

Liquidity risk

The Entity's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at September 30, 2022, the Entity had a cash balance of $nil to settle current liabilities of $nil. The Entity is dependent on support from ValOre.

Market risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices.

(a) Interest rate risk

The Entity has no cash balance and no interest-bearing debt.

(b) Foreign currency risk

The Entity does not have assets or liabilities in a foreign currency.

(c) Price risk

The Entity is exposed to price risk with respect to commodity and equity prices. Equity price risk is defined as the potential adverse impact on the Entity's earnings due to movements in individual equity prices or general movements in the level of the stock market. Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Entity closely monitors the commodity prices of precious metals, individual equity movements and the stock market to determine the appropriate course of action to be taken by the Entity.

11. Segment Information

As at September 30, 2022, the Entity currently operates in one segment, being the acquisition and exploration and evaluation of resource assets located in Canada as described in Note 4.

12. Income taxes

Deferred income tax assets and liabilities are calculated using the difference between the carrying amount of the mineral property and its corresponding tax value. However, the Entity does not meet the criteria to recognize any deferred tax assets as it is not a legal entity. Therefore, no deferred tax assets or liabilities have been recorded.

Expenses presented on the carve-out statements of loss and comprehensive loss represent an allocation of ValOre's expenses and do not represent tax deductible expenses to the Entity.

ValOre Metals Corp.
Angilak Property Carve-Out

Condensed Interim Carve-out Financial Statements
(Expressed in Canadian Dollars)

For the Three Months Ended March 31, 2022 and 2021

1020 – 800 West Pender Street
Vancouver, BC V6C 2V6

ValOre Metals Corp. - Angilak Property Carve-out

Condensed Interim Carve-out Statements of Financial Position
(Expressed in Canadian Dollars)

	Note(s)		December 31, 2022		September 30, 2022
ASSETS					
Non-current assets:					
Equipment			54,141		62,069
Exploration and evaluation assets	4		949,439		949,439
Total assets		$	1,003,580	$	1,011,508
LIABILITIES					
Non-current liabilities:					
Decommissioning liability	5		1,464,426		1,450,680
			1,464,426		1,450,680
DEFICIENCY					
Reserves			73,255,653		72,754,709
Deficit			(73,716,499)		(73,193,881)
Total deficiency			(460,846)		(439,172)
Total liabilities and deficiency		$	1,003,580	$	1,011,508

Transaction with Labrador Uranium Inc. *(Note 1)*

APPROVED ON APRIL 6, 2023 ON BEHALF OF THE BOARD:

"James Paterson", CEO, Director   *"Dale Wallster"*, Director

- The accompanying notes are an integral part of these condensed interim carve-out financial statements -

ValOre Metals Corp. - Angilak Property Carve-out

Condensed Interim Carve-out Statements of Loss and Comprehensive Loss
(Expressed in Canadian Dollars)

		Three months ended December 31,	
	Note(s)	**2022**	**2021**
Expenses			
Depreciation		$ 7,928	$ 11,596
Bank charges and interest		1,020	768
Exploration expenditures	4	384,735	265,966
Investor relations		38,344	21,842
Listing and filing fees		3,469	11,864
Management and consulting fees	7	47,040	29,870
Office and sundry		364	6,606
Professional fees		20,136	12,726
Share-based compensation	7	-	38,126
Travel and conference		19,582	1,966
Net loss and comprehensive loss for the period		(522,618)	(401,330)

- The accompanying notes are an integral part of these condensed interim carve-out financial statements -

ValOre Metals Corp. - Angilak Property Carve-out
Condensed Interim Carve-out Statements of Cash Flows
(Expressed in Canadian Dollars)

	Three months ended December 31,	
	2022	**2021**
Cash flows from operating activities:		
Net loss for the period	$ (522,618)	$ (401,330)
Items not involving cash:		
Depreciation	7,928	7,929
Accretion	13,746	4,456
Share-based compensation	-	38,126
Net cash used in operating activities	(500,944)	(350,819)
Cash flows from financing activities:		
Contributions from ValOre	500,944	350,819
Net cash provided by financing activities	500,944	350,819
Net increase (decrease) in cash	-	-
Cash, beginning of the period	-	-
Cash, end of the period	$ -	-

During the period ended December 31, 2022, the Company paid $Nil (2021 - $Nil) in interest, and $Nil (2021 - $Nil) in finance expenses on loan.

- The accompanying notes are an integral part of these condensed interim carve-out financial statements -

ValOre Metals Corp. - Angilak Property Carve-out

Condensed Interim Carve-out Statements of Changes in Deficiency
(Expressed in Canadian Dollars)

	Contributions from ValOre	Equity settled reserves	Deficit	Total
Balance at September 30, 2021	**$ 56,802,687**	**-**	**$ (57,014,412)**	**$ (211,725)**
Share-based compensation	-	38,126	-	38,126
Contributions from ValOre	350,819	-	-	350,819
Net loss for the period	-	-	(401,330)	(401,330)
Balance at December 31, 2021	**57,153,506**	**38,126**	**(57,415,742)**	**(224,110)**
Balance at September 30, 2022	**71,398,779**	**1,355,930**	**(73,193,881)**	**(439,172)**
Contributions from ValOre	500,944	-	-	500,944
Net loss for the period	-	-	(522,618)	(522,618)
Balance at December 31, 2022	**$ 71,899,723**	**$ 1,355,930**	**$ (73,716,499)**	**$ (460,846)**

- The accompanying notes are an integral part of these condensed interim carve-out financial statements -

1. Transaction with Labrador Uranium Inc.

On March 13, 2023, ValOre Metals Corp. ("ValOre") entered into an arrangement agreement (the "Arrangement Agreement") with Labrador Uranium Inc. ("Labrador") whereby ValOre agreed to sell to Labrador (the "Transaction") a 100% interest in ValOre's Angilak uranium project in Nunavut Territory (the "Angilak Property") for consideration comprised of (i) $3,000,000 in cash, and (ii) 100,000,000 common shares of Labrador, which shares represent a value of $40,000,000, calculated using the volume weighted average price of the Labrador common shares for the 10-day period immediately prior to entering into the aforementioned Arrangement Agreement. It is intended that the Transaction be completed via plan of arrangement under the provisions of the Business Corporations Act (British Columbia), requiring the approval of the shareholders of ValOre and the approval of the Supreme Court of British Columbia. As a condition to closing of the Transaction, Labrador will complete a financing for gross proceeds of not less than $12,000,000 (the "Labrador Financing"). Labrador shares issued pursuant to the Labrador Financing will have a hold period of four (4) months from the closing of the Labrador Financing. The 100,000,000 common shares of Labrador issued to ValOre as consideration for the Angilak Property will be distributed, pro rata, to the shareholders of ValOre as a return of capital. Such shares will have the same four (4) month hold period as the above-mentioned Labrador common shares issued pursuant to the Labrador Financing.

On March 13, 2023, ValOre entered into an earn-in agreement (the "Earn-in Agreement") with Labrador whereby ValOre granted Labrador an exclusive option to earn a 10% interest in the Angilak Property in exchange for Labrador funding the sum of $3,500,000 in expenditures on the Angilak Property which qualify as "Canadian exploration expense" in subsection 66.1(6) of the Tax Act and in paragraphs (a) to (d) of the definition of "flow-through mining expenditure" in subsection 127(9) of the Tax Act (the "Expenditures"). Contemporaneous with the consummation of the Transaction, the ValOre will assign the Earn-in Agreement to Labrador pursuant to an assignment and assumption agreement. In the event the Transaction does not close, ValOre has agreed to fund Expenditures of a qualifying Labrador property (the "Labrador Property") up to the amount that Labrador has funded the Angilak Property and earn a corresponding interest in the Labrador Property. Upon earning such interest in the Labrador Property, the parties will then have the option to swap their respective interests in the Angilak Property and Labrador Property.

Completion of the Transaction remains subject to a number of conditions, including but not limited to: (i) the approval of all regulatory bodies having jurisdiction in connection with the Transaction (including approval of the TSX Venture Exchange and the Canadian Securities Exchange); (ii) completion of the Labrador Financing; (iii) approval of the shareholders of ValOre; (iv) approval of the Supreme Court of British Columbia; and (iv) satisfaction of other closing conditions customary in a transaction of this nature. There can be no assurance that the Transaction will be completed as proposed or at all.

These condensed interim carve-out financial statements represent the historical operations of the Angilak Property since acquisition by ValOre. The assets, liabilities, expenses and cash flows of the operations included in the exploration business to be optioned by ValOre (the "Entity") have been derived from ValOre's historical financial information. The operations of the Entity were not a separate legal entity during the periods presented. The Entity was part of ValOre.

These carve-out financial statements were authorized for issuance by the Board of directors of the Company on April 6, 2023.

2. Basis of presentation and going concern

Statement of compliance

These condensed interim carve-out financial statements have been prepared in accordance with International Accounting Standards 1, Presentation of Financial Statements ("IAS 1") using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

These condensed interim carve-out financial statements have been prepared on a historical cost basis. In addition, these condensed interim carve-out financial statements have been prepared using the accrual basis of accounting except for cash flow information.

The purpose of these condensed interim carve-out financial statements is to provide general purpose historical financial information of the Entity in connection with the Transaction detailed in Note 1. Therefore, these carve-out financial statements present the historical financial information of ValOre that make up the Entity, either fully, or partially, where only specifically identifiable assets and liabilities are included, and allocations of shared income and expenses of ValOre that are attributable to the Entity.

The basis of preparation for the condensed interim carve-out statements of financial position, loss and comprehensive loss, cash flows and changes in equity of the Entity have been applied. The condensed interim carve-out financial statements have been extracted from historical accounting records of ValOre with estimates used, when necessary, for certain allocations.

- The condensed interim carve-out statements of financial position reflect the assets and liabilities recorded by ValOre which have been assigned to the Entity on the basis that they are specifically identifiable and attributable to the Entity;

- The condensed interim carve-out statements of loss and comprehensive loss included a pro-rata allocation of ValOre's income and expenses incurred in each of the periods presented based on the percentage of exploration and evaluation activity on the carve-out exploration and evaluation assets being transferred, compared to the expenditures incurred on all of ValOre's exploration and evaluation assets, and based on specifically identifiable activities attributable to the Entity. The allocation of income and expense for each period presented is as follows: for the three months ended December 31, 2022 – 38% and for the three months ended December 31, 2021 – 20%. The percentages are considered reasonable under the circumstances.

Management cautions readers of these condensed interim carve-out financial statements that the Entity's results do not necessarily reflect what the results of operations, financial position, or cash flows would have been had the Entity been a separate entity. Further, the allocation of income and expense in the carve-out statements of loss and comprehensive loss do not necessarily reflect the nature and level of the Entity's future income and operating expenses. ValOre's investment in the Entity, presented as deficiency in these carve-out financial statements, includes the accumulated total loss and comprehensive loss of the Entity.

These condensed interim carve-out financial statements have been prepared on a going concern basis, which assumes that the Entity will continue in operation for the foreseeable future and will be able to realize its assets and settle its liabilities in the normal course of business. At December 31, 2022, the Entity had $nil cash on hand, is not generating any revenues and has incurred losses since inception. Whether and when the Entity can obtain profitability and positive cash flows from operations is uncertain. These material uncertainties may cast significant doubt on the ability of the Entity to continue as a going concern. The Entity's ability to continue its operations is dependent upon support as part of ValOre. These carve-out financial statements do not give effect to the required adjustments to the carrying amounts and classification of assets and liabilities should the Entity be unable to continue as a going concern. Such adjustments could be material.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and any related adverse public health developments, has adversely affected workforces, customers, economies, and financial markets globally, potentially leading to an economic downturn. It has also disrupted the normal operations of many businesses, including the Entity's. This outbreak could decrease spending, adversely affect and harm the Entity's business and results of operations. It is not possible for the Entity to predict the duration or magnitude of the adverse results of the outbreak and its effects on the Entity's business or results of operations at this time.

3. Significant Accounting Policies

The accounting policies have been applied consistently throughout by the Entity for purposes of these condensed interim carve-out financial statements and are the same to the ones applied in the audited carve-out financial statements for the year ended September 30, 2022.

a) Equipment

Recognition and measurement

Equipment is measured at cost less accumulated depreciation and accumulated impairment losses. Costs include expenditures that are directly attributable to the acquisition of the asset.

When parts of equipment have different useful lives, they are accounted for as separate items (major components) of equipment.

Gains and losses on disposal of equipment are determined by comparing the proceeds from disposal with the carrying amount of equipment and are recognized net within other income in profit or loss.

Subsequent costs

The cost of replacing equipment is recognized in the carrying amount of the item if it is probable that the future economic benefits embodied within the item will flow to the Entity and its cost can be measured reliably. The carrying amount of the replaced item is derecognized. The costs of the day-to-day servicing of equipment are expensed.

Depreciation

Depreciation is calculated over the cost of an asset less its residual value. Depreciation is provided on a declining balance method at rates designed to depreciate the cost of the equipment over the estimated useful lives. The annual depreciation rates are as follows:

Field equipment	20%

Depreciation methods, useful lives and residual values are reviewed at each financial year end and adjusted if appropriate.

b) Comprehensive loss

Comprehensive loss is the change in the Entity's net assets that results from transactions, events and circumstances from sources other than Entity's shareholders and includes items that would not normally be included in net earnings such as unrealized gains or losses on marketable securities.

c) Exploration and evaluation assets

Before legal rights to explore a property have been acquired, costs are expensed as incurred. Costs related to the acquisition of exploration and evaluation assets are capitalized by property until the commencement of commercial production. If commercially profitable ore reserves are developed, capitalized costs of the related property are reclassified as mining assets and amortized using the unit of production method. If, after management review, it is determined that capitalized acquisition costs are not recoverable over the estimated economic life of the property, or the property is abandoned, or management deems there to be an impairment in value, the property is written down to its net realizable value. Costs related to the exploration and evaluation of mineral properties are recognized in profit or loss as incurred.

Any option payments received by Entity from third parties or tax credits refunded to the Entity are credited to the capitalized cost of the mineral interest. If payments received exceed the capitalized cost of the mineral interest, the excess is recognized as income in the year received and allocated against exploration expenses. The amounts shown for exploration and evaluation assets do not necessarily represent present or future values. Their recoverability is dependent upon the discovery of economically recoverable reserves, the ability of the Entity to obtain the necessary financing to complete the exploration and evaluation, and future profitable production or proceeds from the disposition thereof.

d) Restoration, rehabilitation and environmental costs

The Entity recognizes statutory, contractual or other legal obligations related to the retirement of its exploration and evaluation assets and its tangible long-lived assets when such obligations are incurred, if a reasonable estimate of fair value can be made. These obligations are measured initially at the net present value of estimated future cash flows and the resulting costs are expensed to the statement of loss and comprehensive loss. In subsequent periods, the liability is adjusted for any changes in the amount or timing and for the discounting of the underlying future cash flows.

e) Income taxes

Tax expense comprises current and deferred tax. Current tax is the expected tax payable or receivable on the taxable income or loss for the year using tax rates enacted or substantively enacted at the reporting date. As the Entity is in a loss position there is no current tax payable.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the tax laws that have been enacted or substantively enacted by the reporting date. Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

f) Impairment

Non-financial assets

At each reporting date the carrying amounts of the Entity's long-lived assets, which are comprised of equipment and exploration and evaluation assets, are reviewed to determine whether there is any indication that those assets are impaired. If any such indication exists, the recoverable amount of the asset is estimated to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use, which is the present value of future cash flows expected to be derived from the asset or its related cash generating unit. For purposes of impairment testing, assets are grouped at the lowest levels that generate cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the "cash-generating unit").

If the recoverable amount of an asset or cash generating unit is estimated to be less than its carrying amount, the carrying amount of the associated assets are reduced to their recoverable amount and the impairment loss is recognized in profit or loss for the period.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment charge is reversed through profit or loss only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of any applicable depreciation, if no impairment loss had been recognized.

g) Financial instruments

The following is the Entity's accounting policy for financial assets and liabilities:

Financial assets are classified at initial recognition as either: measured at amortized cost, Fair value through profit or loss ("FVTPL"), or fair value through other comprehensive income ("FVTOCI"). The classification depends on the Entity's business model for managing the financial assets and the contractual cash flow characteristics. For assets measured at fair value, gains and losses will either be recorded in profit or loss or OCI.

Fair value through profit or loss ("FVTPL") – Financial assets carried at FVTPL are initially recorded at fair value and transaction costs are expensed in the income statement. Realized and unrealized gains and losses arising from changes in the fair value of the financial asset held at FVTPL are included in profit or loss in the period in which they arise.

Fair value through other comprehensive income ("FVTOCI") – Investments in equity instruments at FVTOCI are initially recognized at fair value plus transaction costs. Subsequently, they are measured at fair value, with gains and losses arising from changes in fair value recognized in other comprehensive income. There is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment.

Financial assets at amortized cost - A financial asset is measured at amortized cost if the objective of the business model is to hold the financial asset for the collection of contractual cash flows, and the asset's contractual cash flows are comprised solely of payments of principal and interest. They are classified as current assets or non-current assets based on their maturity date and are initially recognized at fair value and subsequently carried at amortized cost less any impairment.

Financial liabilities are measured at amortized cost unless they are required to be measured at FVTPL or the Company has opted to measure at FVTPL.

Measurement
Financial assets and liabilities at FVTPL are initially recognized at fair value and transaction costs are expensed in the consolidated statement of loss and comprehensive loss. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets or liabilities held at FVTPL are included in the consolidated statement of loss and comprehensive loss in the period in which they arise. Where the Company has opted to designate a financial liability at FVTPL, any changes associated with the Company's credit risk will be recognized in OCI. Financial assets and liabilities at amortized cost are initially recognized at fair value, and subsequently carried at amortized cost less any impairment.

Impairment
The Entity assesses on a forward-looking basis the expected credit loss ("ECL") associated with financial assets measured at amortized cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk. An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in profit or loss and reflected in an allowance account against receivables. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

h) Share-based compensation

The grant date fair value of share-based compensation awards granted to employees and consultants, including directors and officers, is recognized as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. Share-based compensation to non-employees are measured at the fair value of the goods or services received or if such fair value is not reliably measurable, at the fair value of the equity instruments issued.

The amount recognized as an expense is adjusted to reflect the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognized as an expense is based on the number of awards that do meet the related service and non-market performance conditions at the vesting date.

i) Use of estimates and judgments

The following are the critical judgments and estimates that the Entity has made in the process of applying the Entity's accounting policies that have the most significant effect on the amounts recognized in the consolidated financial statements.

Critical judgments

The preparation of these consolidated financial statements requires management to make judgments regarding the going concern of the Entity as discussed in Note 2.

Key sources of estimation uncertainty

Because a precise determination of many assets and liabilities is dependent upon future events, the preparation of consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Actual results could differ from those estimates and such differences could be significant. Significant estimates made by management affecting the consolidated financial statements include:

Share-based compensation

Share-based compensation expense is measured by reference to the fair value of the stock options at the date at which they are granted. Estimating fair value for granted stock options requires determining the most appropriate valuation model which is dependent on the terms and conditions of the grant. This estimate also requires determining the most appropriate inputs to the valuation model including the expected life of the option, volatility, dividend yield, and rate of forfeitures and making assumptions about them.

Deferred tax assets and liabilities

The measurement of a deferred tax provision is subject to uncertainty associated with the timing of future events and changes in legislation, tax rates and interpretations by tax authorities. The estimation of taxes includes evaluating the recoverability of deferred tax assets based on an assessment of the Entity's ability to utilize the underlying future tax deductions against future taxable income prior to expiry of those deductions. Management assesses whether it is probable that some or all of the deferred income tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income, which in turn is dependent upon the successful discovery, extraction, development and commercialization of mineral reserves. To the extent that management's assessment of the Entity's ability to utilize future tax deductions changes, ValOre would be required to recognize more or fewer deferred tax assets, and future tax provisions or recoveries could be affected.

Useful life of equipment

Each significant component of an item of equipment is depreciated over its estimated useful life. Estimated useful lives are determined based on current facts and past experience and take into consideration the anticipated physical life of the asset, existing long-term sales agreements and contracts, current and forecasted demand, and the potential for technological obsolescence.

Carrying value and recoverability of exploration and evaluation assets

The carrying amount of the Entity's exploration and evaluation assets do not necessarily represent present or future values, and the Entity's exploration and evaluation assets have been accounted for under the assumption that the carrying amount will be recoverable. Recoverability is dependent on various factors, including the discovery of economically recoverable reserves, the ability of the Entity to obtain the necessary financing to complete the development and upon future profitable production or proceeds from the disposition of the mineral properties themselves.

Additionally, there are numerous geological, economic, environmental and regulatory factors and uncertainties that could impact management's assessment as to the overall viability of its properties or to the ability to generate future cash flows necessary to cover or exceed the carrying value of the Entity's exploration and evaluation assets.

Environmental rehabilitation obligation

The Entity assesses its provision for reclamation and remediation on an annual basis or when new material information becomes available. Mining and exploration activities are subject to various laws and regulations governing the protection of the environment. In general, these laws and regulations are continually changing and the Entity has made, and intends to make in the future, expenditures to comply with such laws and regulations.

Accounting for reclamation and remediation obligations requires management to make estimates of the future costs the Entity will incur to complete the reclamation and remediation work required to comply with existing laws and regulations at each mining operation and exploration and development property. Actual costs incurred may differ from those amounts estimated. Also, future changes to environmental laws and regulations could increase the extent of reclamation and remediation work required to be performed by the Entity. Increases in future costs could materially impact the amounts charged to operations for reclamation and remediation. The provision represents management's best estimate of the present value of the future reclamation and remediation obligation. The actual future expenditures may differ from the amounts currently provided.

As at December 31, 2022, the Entity recorded $1,464,426 (September 30, 2022 $1,450,680) in decommissioning liabilities relating to its exploration and evaluation assets.

Pro-rata allocation of ValOre's income and expenses

The pro-rata allocation of ValOre's income and expenses indirectly attributable to the Angilak Property. Generally, the pro-rata allocation of ValOre's shared income and expenses shall be allocated based on a reasonable method. In determining this method, Management has assessed various approaches, and concluded that an allocation based on the percentage of exploration and evaluation activities on the carve-out exploration and evaluation assets, compared to the expenditures incurred on all of ValOre's exploration and evaluation assets is the most reasonable.

The preparation of financial statements in accordance with IFRS requires the Entity to make judgments, apart from those involving estimates, in applying accounting policies. There are currently no critical accounting judgements.

4. Exploration and evaluation assets

		Angilak
December 31, 2022 and September 30, 2022	**$**	**949,439**

a) Exploration expenditures

		Total
Accretion	$	4,456
Land administration		50,000
Field and general operations		135,510
Salaries and wages		76,000
December 31, 2021	**$**	**265,966**

		Total
Accretion	$	13,746
Air support and transportation		302
Field and general operations		201,092
Field contractors and consultants		59,103
Laboratory costs		27,116
Salaries and wages		67,500
Travel and accommodation		15,876
December 31, 2022	**$**	**384,735**

b) General

The Angilak Property is comprised of a central Inuit Owned Land parcel surrounded by adjacent and contiguous mineral claims on Federal Crown lands in Nunavut Territory, Canada. ValOre is party to an Exploration Agreement (“EA”) with Nunavut Tunngavik Inc. (“NTI”) whereby ValOre holds a 100% interest in the minerals within privately owned Inuit Owned Lands.

In order to keep the Inuit Owned Lands in good standing, ValOre issued 100,000 common shares from treasury to NTI in four tranches of 25,000 common shares each. Upon completion of a feasibility study on any portion of the property, NTI has the option of taking either a 25% participating interest or a 7.5% net profits royalty in the specific area subject to the feasibility study. Upon completion of a National Instrument 43-101 compliant report that outlines a measured resource of at least 12 million pounds of uranium, ValOre will pay NTI a cash sum of $1,000,000.

The Inuit Owned Lands are subject to an underlying 12% net profits royalty payable on all minerals to NTI. During periods of positive operating revenue, gross uranium revenue shall be calculated as 130% of the value of the product. Starting December 31, 2008, ValOre is to pay annual advance royalty payments to NTI in the sum of $50,000 annually (2008 – 2014 paid). NTI has allowed the Company to defer the annual advance royalty payments due on December 31, 2015, 2016, and 2018 to December 31, 2019, 2020 and 2021, respectively. The $50,000 payment originally due in December 2015 was paid during the year ended September 30, 2020.

The $50,000 payment originally due in December 2016 was paid in December 2020. The $50,000 payment originally due in December 2018 and was paid in December 2021.

In January 2017, the Company received $700,000 from Sandstorm Gold Ltd. (“Sandstorm”) as part of a $1,000,000 royalty package in return for ValOre granting to Sandstorm a 1% net smelter returns royalty (“NSR”) payable on all mineral products produced from the property.

5. Decommissioning liability

The changes in the rehabilitation provision during the three months ended December 31, 2022 and the year ended September 30, 2022 were as follows:

	December 31, 2022	September 30, 2022
Balance, beginning of period	$ 1,450,680	$ 1,254,945
Accretion	13,746	17,915
Change in estimate	-	177,820
Balance, end of period	$ 1,464,426	$ 1,450,680

During the year ended September 30, 2022, the Entity changed the estimate to reflect the current market rates. The revised calculation estimates an undiscounted reclamation obligation of $1,562,726 expected to be incurred in 2 years. An inflation rate of 6.90% (2021 – 4.40%) and a risk-free discount rate of 3.79% (2021 – 1.42%) were used to determine the balance of the decommissioning liability as at September 30, 2022.

During the year ended September 30, 2022, the Entity recorded $17,915 in accretion to adjust the reclamation obligation which was included in Evaluation and Exploration Expenditures (Note 3 a).

During the three months ended December 31, 2022, the Entity recorded $13,746 in accretion to adjust the reclamation obligation which was included in Evaluation and Exploration Expenditures (Note 3 a).

6. Equity settled reserves

Equity settled reserves is comprised of funding from ValOre, and equity settled share-based payments. Funding from ValOre represents the accumulated net contributions from ValOre. Equity settled share-based payments represents the Entity's pro-rata portion of ValOre's share-based payment expense. This has been allocated as the Entity benefits from ValOre's stock option plan which allows directors, officers, employees and consultants to acquire shares of ValOre.

7. Related Party Transactions

Key management personnel are the persons responsible for the planning, directing and controlling the activities of the Entity and include both executive and non-executive directors, and entities controlled by such persons.

The Entity considers all directors and officers of ValOre to be key management personnel. To determine related party transactions for the Angilak Property, the allocation methodology outlined in Note 2 has been consistently applied.

During the three months ended December 31, 2022, the Entity entered into the following transactions with key management personnel:

		Three months ended December 31, 2022		Three months ended December 31, 2021
Management and consulting fees	$	19,907	$	10,280
Directors' fees (included in Management and consulting fees in the Statements of Loss and Comprehensive Loss)		18,656		9,634
Share-based compensation		-		13,286
Total remuneration	**$**	38,563	**$**	33,201

The amounts charged to the Entity for the services provided have been determined by negotiation among the parties and, in certain cases, are covered by signed agreements.

Related party transactions and balances not disclosed elsewhere in these consolidated financial statements are as follows:

Other related party transactions

During the three months ended December 31, 2022, the Entity incurred a total of $5,688 (2021 - $2,937) in consulting fees and $2,068 (2021 - $1,068) in rent from a company owned by a close family member of the CFO.

8. Capital management

The Entity does not have share capital and its equity is a carve-out amount from ValOre's equity. ValOre has no debt and does not expect to enter into debt financing. ValOre manages its capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristic of underlying assets. ValOre is not subject to any externally imposed capital requirements and does not presently utilize any quantitative measures to monitor its capital. ValOre has no traditional revenue sources. ValOre's ability to continue as a going concern on a long-term basis and realize its assets and discharge its liabilities in the normal course of business, rather than through a process of forced liquidation, is primarily dependent upon its continued ability to find and develop mineral property interests, and there being a favorable market in which to sell or option the mineral properties interest; and/or its ability to borrow or raise additional funds from equity markets.

9. Financial Instruments

Categories of financial assets and liabilities

The Entity uses the following hierarchy for determining and disclosing the fair value of the financial instruments by valuation technique:

i) Level 1 – Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

ii) Level 2 – Applies to assets or liabilities for which there are inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly such as quoted prices for similar assets or liabilities in active markets or indirectly such as quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions.

iii) Level 3 – Applies to assets or liabilities for which there are unobservable market data.

Credit risk

Credit risk is the risk of potential loss to the Entity if the counterparty to a financial instrument fails to meet its contractual obligations. The Entity's has no credit risk.

Liquidity risk

The Entity's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at December 31, 2022, the Entity had a cash balance of $nil to settle current liabilities of $Nil. The Entity is dependent on support from ValOre.

Market risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, and commodity and equity prices.

(a) Interest rate risk
The Entity has no cash balance and no interest-bearing debt.

(b) Foreign currency risk
The Entity does not have assets or liabilities in a foreign currency.

(c) Price risk
The Entity is exposed to price risk with respect to commodity and equity prices. Equity price risk is defined as the potential adverse impact on the Entity's earnings due to movements in individual equity prices or general movements in the level of the stock market. Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Entity closely monitors the commodity prices of precious metals, individual equity movements and the stock market to determine the appropriate course of action to be taken by the Entity.

10. Segment Information

As at December 31, 2022, the Entity currently operates in one segment, being the acquisition and exploration and evaluation of resource assets located in Canada as described in Note 4.

11. Income taxes

Deferred income tax assets and liabilities are calculated using the difference between the carrying amount of the mineral property and its corresponding tax value. However, the Entity does not meet the criteria to recognize any deferred tax assets as it is not a legal entity. Therefore, no deferred tax assets or liabilities have been recorded.

Expenses presented on the carve-out statements of loss and comprehensive loss represent an allocation of ValOre's expenses and do not represent tax deductible expenses to the Entity.

SCHEDULE "B"
INFORMATION CONCERNING LUR FOLLOWING COMPLETION OF THE ARRANGEMENT

The following information about LUR following completion of the Arrangement should be read in conjunction with the documents incorporated by reference in this Circular, and the information concerning LUR and the Company, as applicable, appearing elsewhere in this Circular.

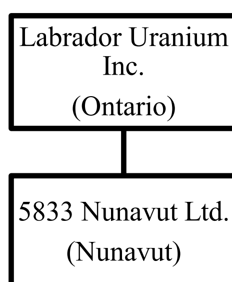
See "Forward-Looking Statements and Information" and Schedule "A" – "Information Concerning LUR".

Overview

On completion of the Arrangement, LUR will directly own all of the outstanding Subco Shares and Subco will be a wholly-owned subsidiary of LUR.

Following completion of the Arrangement, existing holders of LUR Shares and existing holders of Common Shares are expected to own approximately 50.77% and 49.23%, respectively, of the LUR Shares, based on the number of securities of LUR and the Company issued and outstanding as of April 12, 2023.

The corporate chart that follows sets forth LUR's subsidiaries, together with the jurisdiction of incorporation of each company and the percentage of voting securities beneficially owned, controlled or directed, directly or indirectly, by LUR following completion of the Arrangement.



Note: On completion of the Arrangement, 5833 Nunavut Ltd. will be a 100% wholly-owned subsidiary of LUR.

The registered and head office of LUR following completion of the Arrangement will continue to be situated at 217 Queen Street West, Suite 401, Ontario, Toronto, Canada M5V 0R2.

Following completion of the Arrangement, LUR will continue to be a corporation existing under the OBCA. It is anticipated that, after completion of the Arrangement, LUR will continue to be a reporting issuer in British Columbia, Alberta and Ontario and will continue to trade on the CSE under the trading symbol "LUR".

Except as otherwise described in this Schedule "B" – "*Information Concerning LUR Following Completion of the Arrangement*", the business of LUR following completion of the Arrangement and information relating to LUR following completion of the Arrangement will be that of LUR generally and as disclosed elsewhere in this Circular.

Description of Mineral Properties

On completion of the Arrangement, LUR's material mineral properties will be the CMB Project and the Angilak Property.

Further information regarding the CMB Project and the Angilak Property can be found in the LUR AIF, which is incorporated by reference in Schedule "A" – "*Information Concerning LUR*" attached to this Circular.

Description of Share Capital

The authorized share capital of LUR following completion of the Arrangement will continue to be as described in Schedule "A" – "*Information Concerning LUR*" attached to this Circular and the rights and restrictions of the LUR Shares will remain unchanged.

The issued share capital of LUR will change as a result of the consummation of the Arrangement, to reflect the issuance of the LUR Shares contemplated in the Arrangement. LUR will issue 100,000,000 LUR Shares in connection with the Arrangement. On completion of the Arrangement, assuming that the current number LUR Shares outstanding and the current number of convertible securities of LUR does not change from the date of the information provided herein, and assuming the completion of the Concurrent Private Placement and the conversion all of the Subscription Receipts issued thereunder, it is expected that the total number of LUR Shares issued and outstanding will be 203,135,827, on a non-diluted basis.

See Schedule "A" – "*Information Concerning LUR – Consolidated Capitalization*" attached to this Circular.

Dividends

There are no restrictions in LUR's articles or by-laws or pursuant to any agreement or understanding which could prevent LUR from paying dividends. LUR has never declared or paid any dividends on any class of securities. LUR currently intends to retain future earnings, if any, to fund the development and growth of its business, and does not intend to pay any cash dividends on the LUR Shares for the foreseeable future. Any decision to pay dividends on the LUR Shares in the future will be made by the board of directors LUR on the basis of earnings, financial requirements and other conditions existing at the time.

Board and Management

The board of directors of LUR following the completion of the Arrangement will consist of the current directors of LUR, being Messrs. Philip Williams (Chair), John Jentz, Richard Patricio, Justin Reid and Ms. Brigitte Berneche. In addition, pursuant to the Arrangement Agreement, Mr. James Paterson, the Chairman and Chief Executive Officer of the Company and a second director of ValOre to be identified prior to the Effective Date will be nominated for election as directors of LUR at LUR's upcoming annual general and special meeting of shareholders of LUR expected to occur on May 31, 2023 (the "**LUR Meeting**"). The senior officers of LUR will consist of current senior officers of LUR. The operating personnel of LUR following completion of the Arrangement are expected to come from LUR.

In addition and pursuant to the Arrangement Agreement, at the LUR Meeting, LUR will also seek approval from shareholders of LUR to authorize LUR to change its name to "Latitude Uranium Inc." (the "**Name Change**"). The Name Change will be conditional upon completion of the Arrangement.

Principal Holders of LUR Shares Upon Completion of the Arrangement

To the knowledge of the directors and executive officers of LUR and the Company, as of the date hereof, it is not anticipated that any securityholder will own of record or beneficially, directly or directly, or exercise control or direction over voting securities carrying more than 10% of the voting rights attached to the LUR Shares following completion of the Arrangement.

Auditors, Transfer Agent and Registrar

The auditor of LUR following completion of the Arrangement will continue to be McGovern Hurley LLP and the transfer agent and registrar for the LUR Shares will continue to be Computershare Investor Services Inc. at its principal office in Toronto, Ontario.

Material Contracts

Except as set out below, other than as disclosed in this Circular or in the documents incorporated by reference herein, there are no contracts to which the LUR is expected to be a party following completion of the Arrangement that can reasonably be regarded as material to a potential investor, other than contracts entered into by LUR. The following contracts, which are to be assigned to Subco and then assumed by LUR in connection with the acquisition of Subco pursuant to the Arrangement, are

expected to be material contracts of LUR following completion of the Arrangement:

1. Net Smelter Returns Royalty Agreement between the Company and Sandstorm Gold Ltd. dated January 10, 2017;

2. Inuit Owned Lands Mineral Exploration Agreement between Kaminak Gold Corporation and NTI dated April 1, 2007, as restated on April 30, 2008 and as amended on December 1, 2009, which such agreement was assumed by the Company through an assumption agreement dated April 30, 2008; and

3. Crown Rights Agreement between Kaminak Gold Corporation and NTI dated April 30, 2008, which such agreement was assumed by the Company through an assumption agreement dated April 30, 2008.

For a description of the material contracts of LUR, please refer to "Material Contracts" in the LUR AIF, which is incorporated by reference herein.

Risk Factors

The business and operations of LUR following completion of the Arrangement will continue to be subject to the risks currently faced by LUR and the Company with respect to the Angilak Property, as well as certain risks unique to LUR following completion of the Arrangement, including those set out under the heading "*Business of the Meeting – Approval of Plan of Arrangement – Risks Associated with the Arrangement*".

Readers should also carefully consider the risk factors relating to LUR described in the LUR AIF and the LUR Annual MD&A and the risk factors of the Company with respect to the Angilak Property described in the Company Annual MD&A. If any of the identified risks were to materialize, the LUR's business, financial position, results and/or future operations following completion of the Arrangement may be materially affected.

Shareholders should also carefully consider all of the information disclosed in this Circular and the documents incorporated by reference.

The risk factors that are identified in this Circular and the documents incorporated by reference are not exhaustive and other factors may arise in the future that are currently not foreseen that may present additional risks in the future.

SCHEDULE "C"
FAIRNESS OPINION

(see attached)

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March 13, 2023

ValOre Metals Corp.
Board of Directors of ValOre Metals Corp.
Suite 1020 - 800 West Pender Street
Vancouver, British Columbia
Canada, V6C 2V6

To the Board of Directors,

Canaccord Genuity Corp. ("**we**" or "**Canaccord Genuity**") understands that ValOre Metals Corp. (the "**Company**") intends to enter into a definitive agreement to be dated March 13, 2023 (the "**Arrangement Agreement**") with Labrador Uranium Inc. ("**Labrador**"), pursuant to which Labrador will acquire a 100% interest in the Company's Angilak Property uranium project located in Nunavut Territory (the "**Angilak Property**") for a total consideration of C$3,000,000 in cash and 100,000,000 common shares of Labrador (collectively, the "**Consideration**"), in accordance with the terms and conditions of a court-approved plan of arrangement to be carried out under the *Business Corporations Act* (British Columbia), with such arrangement as a whole being defined herein as the "Arrangement".

We understand that as a condition to closing the Arrangement, Labrador will complete a subscription receipt financing (the "**Labrador Financing**") on a "bought deal" basis that is to consist of a combination of flow-through funds (at between C$0.42 and C$0.525 per subscription receipt) and non flow-through funds (at C$0.35 per subscription receipt) for aggregate gross proceeds of at least C$12,000,000, with a minimum of C$4,000,000 of such funds being raised on a non flow-through basis. Canaccord has been engaged as co-lead underwriter to Labrador in connection with the Labrador Financing (the "**Labrador Financing Engagement**").

We further understand that the Arrangement is subject to, among other things, (i) the approval of all regulatory bodies having jurisdiction in connection with the Arrangement, including the TSX Venture Exchange (the "**TSXV**") and Canadian Securities Exchange, (ii) completion of the Labrador Financing, (iii) approval of not less than 66⅔% of the votes cast at a special meeting of the Company's shareholders and, if applicable, a simply majority of the votes cast by the Company's shareholders, excluding the votes of any shareholder whose votes are required to be excluded pursuant to Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"), (iv) receipt of interim and final orders of the Supreme Court of British Columbia approving the Arrangement, and (v) satisfaction of other closing conditions customary in a transaction of this nature.

The terms and conditions of, and other matters relating to, the Arrangement will be more fully described in the Arrangement Agreement and will be further described in the management information circular of the Company (the "**Management Information Circular**"), which will be mailed to the Company's shareholders in connection with the Arrangement. Canaccord Genuity further understands that, in connection with the Arrangement, each of the senior officers and directors of the Company intends to enter into a voting support

agreement with Labrador pursuant to which, and subject to the terms and conditions thereof, they will agree to, among other matters, vote their shares of the Company in favour of the Arrangement (each, a "**Company Support Agreement**"), representing approximately 19.5% of the outstanding common shares of the Company.

The Company has retained Canaccord Genuity to provide advice and assistance to the Company and to its Board of Directors, including the preparation and delivery to the Board of Directors of Canaccord Genuity's opinion (the "**Opinion**") as to the fairness to the Company, from a financial point of view, of the Consideration to be received by the Company pursuant to the Arrangement. Canaccord Genuity understands that the Opinion will be for the use of the Board of Directors and will be one factor, among others, that the Board of Directors will consider in determining whether to approve or recommend the Arrangement. This Opinion has been prepared in accordance with the Disclosure Standards for Formal Valuations and Fairness Opinions of Investment Industry Regulatory Organization of Canada ("**IIROC**") but IIROC has not been involved in the preparation or review of the Opinion.

All dollar amounts herein are expressed in Canadian dollars, unless otherwise indicated.

Engagement

Canaccord Genuity was formally engaged by the Company through an agreement between the Company and Canaccord Genuity dated April 5, 2022 (the "**Advisory Engagement Agreement**"). The Advisory Engagement Agreement provides the terms upon which Canaccord Genuity has agreed to act as a financial advisor to the Company in connection with a strategic review process to assess various strategic transactions involving the Company during the term of the Advisory Engagement Agreement. The terms of the Advisory Engagement Agreement provide that Canaccord Genuity is to be paid certain fees for its services as financial advisor, including (i) a fee payable upon completion of a strategic transaction and (ii) a fee payable in the event that a break-fee or other termination fee is paid to the Company. In addition, the Company has agreed to reimburse Canaccord Genuity for its reasonable out-of-pocket expenses and to indemnify Canaccord Genuity in respect of certain liabilities that might arise in connection with the engagement.

Canaccord Genuity was further engaged by the Company through an agreement between the Company and Canaccord Genuity dated March 11, 2023 (the "**Opinion Engagement Agreement**"). The Opinion Engagement Agreement provides the terms upon which Canaccord Genuity has agreed to provide the Opinion to the Company's Board of Directors in connection with the Arrangement pursuant to the terms of the Opinion Engagement Agreement. The terms of the Opinion Engagement Agreement provide that Canaccord Genuity is to be paid a fixed fee upon delivery of the Opinion (the "**Opinion Fee**"). The Opinion Fee payable to Canaccord Genuity pursuant to the Opinion Engagement Agreement does not depend, in whole or in part, upon the conclusions reached in the Opinion, nor does it depend, in whole or in part, upon the outcome of the Arrangement. In addition, the Company has agreed to reimburse Canaccord Genuity for its reasonable out-of-pocket expenses and to indemnify Canaccord Genuity in respect of certain liabilities that might arise in connection with the engagement.

Canaccord Genuity consents to the inclusion of the Opinion in its entirety and a summary thereof in the Management Information Circular, and to the filing thereof, as necessary, by the Company with the securities commissions or similar regulatory authorities in each province and territory of Canada and with the TSXV, provided that the contents of the Management Information Circular (i) comply with all applicable laws (including applicable published policy statements of Canadian securities regulatory authorities), and (ii) are approved in writing by Canaccord Genuity, which approval shall not be unreasonably withheld.

Independence of Canaccord Genuity

Neither Canaccord Genuity nor any of its affiliates (as such term is defined in the *Securities Act* (Ontario)) is an insider, associate, or affiliate of the Company or Labrador. Other than pursuant to the Canaccord Genuity and its affiliates have not been engaged to provide any financial advisory services to, and have not acted as lead or co-lead manager on any offering of securities of, the Company, Labrador, or any of their respective affiliates during the two years preceding the date on which Canaccord Genuity was engaged by the Company in respect of the Arrangement, other than services provided under the Advisory Engagement Agreement, Opinion Engagement Agreement, Labrador Financing Engagement or described herein.

The fees payable to Canaccord Genuity pursuant to the Advisory Engagement Agreement, Opinion Engagement Agreement and Labrador Financing Engagement are not, in the aggregate, financially material to Canaccord Genuity. There are no understandings, agreements or commitments between Canaccord Genuity and either the Company, Labrador, or any of their respective associates or affiliates with respect to any future business dealings other than as described herein. However, Canaccord Genuity may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services to the Company, Labrador, or any of their respective associates or affiliates.

In addition, Canaccord Genuity and its affiliates act as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have long or short positions in the securities of the Company, Labrador, or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it receives or may receive commission(s). As an investment dealer, Canaccord Genuity and its affiliates conduct research on securities and may, in the ordinary course of their business, provide research reports and investment advice to their clients on investment matters, including with respect to the Company, Labrador, and the Arrangement. In addition, Canaccord Genuity and its affiliates may, in the ordinary course of their business, provide other financial services to the Company, Labrador, or any of their associates or affiliates, including advisory, investment banking and capital market activities such as raising debt or equity capital. The rendering of this Opinion will not in any affect Canaccord Genuity's ability to continue to conduct such activities.

Credentials of Canaccord Genuity

Canaccord Genuity is an independent investment bank which provides a full range of corporate finance, merger and acquisition, financial restructuring, sales and trading, and equity research services. Canaccord Genuity operates in North America, the United Kingdom, Europe, Asia, Australia, South America and the Middle East.

The Opinion expressed herein represents the views and opinions of Canaccord Genuity, and the form and content of the Opinion have been approved for release by a committee of Canaccord Genuity's managing directors, each of whom is experienced in merger, acquisition, divestiture, fairness opinion, and capital markets matters.

Scope of Review

In arriving at its Opinion, Canaccord Genuity has reviewed, analysed, considered and relied upon (without attempting to independently verify the completeness or accuracy thereof) or carried out, among other things, the following:

1. confidentiality agreement between the Company and Labrador dated October 26, 2022;
2. execution copy of the letter of intent between the Company and Labrador dated January 19, 2023;
3. execution copy of the Arrangement Agreement dated March 13, 2023;

4. final press release dated March 14, 2023 in connection with the Arrangement;
5. execution copy of Company Support Agreement dated March 13, 2023;
6. the Company's corporate presentation dated February 2023;
7. Labrador's corporate presentation dated February 2023;
8. the Company's NI 43-101 Technical Report for Angilak dated March 1, 2013;
9. the Company's NI 43-101 mineral resources for Angilak reported as of January 15, 2013;
10. Labrador's NI 43-101 Technical Report for the Central Mineral Belt Property dated May 7, 2022;
11. Labrador's NI 43-101 Technical Report for the Moran Lake Project ("**Moran Lake**") dated January 31, 2022;
12. Labrador's NI 43-101 compliant historical estimates of mineral resources for Moran Lake reported as of March 10, 2011;
13. the audited consolidated financial statements and associated management's discussion and analysis of the Company for each of the fiscal years ended September 30, 2022, 2021 and 2020;
14. the audited consolidated financial statements and associated management's discussion and analysis of Labrador for the fiscal year ended November 30, 2022 and period from incorporation on July 13, 2021 to November 30, 2021;
15. the unaudited condensed interim consolidated financial statements and associated management's discussion and analysis of the Company as at and for the three months ended December 31, 2022, and June 30, 2022;
16. the unaudited condensed interim consolidated financial statements and associated management's discussion and analysis of Labrador as at and for the three months ended August 31, 2022 and May 31, 2022;
17. the notice of meeting and management information circular of the Company with respect to the annual meeting of shareholders for the fiscal year ended September 30, 2020;
18. the notice of meeting and management information circular of Labrador with respect to the annual and special meeting of shareholders for the fiscal year ended November 30, 2021;
19. recent press releases, material change reports and other public documents filed by the Company on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") at www.sedar.com;
20. recent press releases, material change reports and other public documents filed by Labrador on SEDAR at www.sedar.com;
21. discussions with the Company's senior management concerning the Company's financial condition, the Arrangement, the industry and its future business prospects;
22. discussions with Labrador's senior management concerning Labrador's business plan and growth prospects;
23. certain other internal financial, operational and corporate information prepared or provided by the management of the Company;
24. publicly available information relating to the business, operations, financial performance and stock trading history of selected public companies considered by Canaccord Genuity to be relevant;
25. publicly available information with respect to comparable transactions considered by Canaccord Genuity to be relevant;

26. selected reports published by industry sources regarding the Company and other comparable public entities considered by Canaccord Genuity to be relevant;
27. selected reports published by industry sources regarding Labrador and other comparable public entities considered by Canaccord Genuity to be relevant;
28. selected public market trading statistics and relevant financial information in respect of the Company and Labrador, and other comparable public entities considered by Canaccord Genuity to be relevant; and
29. such other corporate, industry and financial market information, investigations and analyses as Canaccord Genuity considered necessary or appropriate in the circumstances.

Canaccord Genuity has not, to the best of its knowledge, been denied access by the Company or Labrador to any information requested by Canaccord Genuity. Canaccord Genuity did not meet with the auditors of the Company or Labrador and has assumed the accuracy and fair presentation of, and has relied upon, without independent verification, the consolidated financial statements of each of the Company and Labrador, and the reports of the auditors thereon where provided.

Prior Valuations

The Company has represented to Canaccord Genuity that, to the best of its knowledge, information and belief, there have not been any prior valuations (as defined in MI 61-101) of the Company or any of its affiliates or any of their respective material assets, securities or liabilities in the past two years and which have not been provided to Canaccord Genuity.

Assumptions and Limitations

The Opinion is subject to the assumptions, qualifications, explanations and limitations set forth herein.

Canaccord Genuity has not prepared a formal valuation or appraisal of the Company or Labrador or any of their respective securities or assets and the Opinion should not be construed as such. Canaccord Genuity has, however, conducted such analyses as it considered necessary and appropriate at the time and in the circumstances. In addition, the Opinion is not, and should not be construed as, advice as to the price at which any securities of the Company or Labrador may trade at any future date. We are not legal, tax or accounting experts, have not been engaged to review any legal, tax or accounting aspects of the Arrangement and express no opinion concerning any legal, tax or accounting matters concerning the Arrangement. Without limiting the generality of the foregoing, Canaccord Genuity has not reviewed and is not opining upon the tax treatment pursuant to the Arrangement.

As provided for in the Opinion Engagement Agreement, Canaccord Genuity has relied upon the completeness, accuracy and fair presentation of all of the financial and other information, data, documents, advice, opinions, representations and other materials, whether in written, electronic, graphic, oral or any other form or medium, including as it relates to the Company, Labrador and any of their respective affiliates, obtained by it from public sources, or provided to it by the Company, Labrador and/or their respective associates, affiliates, agents, consultants and advisors (collectively, the "**Information**"), and we have assumed that this Information did not contain any untrue statement of a material fact or omit to state any material fact or any fact necessary to be stated to make such Information not misleading. The Opinion is conditional upon the completeness, accuracy and fair presentation of such Information. Subject to the exercise of our professional judgment, we have not attempted to verify independently the completeness, accuracy and fair presentation of any of the Information. With respect to the financial projections provided to Canaccord Genuity used in the analysis supporting the Opinion, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgements of management of the Company as to the matters covered thereby and

which, in the opinion of the Company are (and were at the time of preparation and continue to be) reasonable in the circumstances. By rendering the Opinion, we express no view as to the reasonableness of such forecasts, projections, estimates or the assumptions on which they are based.

In preparing the Opinion, Canaccord Genuity has made several assumptions, including that all of the conditions required to implement the Arrangement will be met, that the final version of the Arrangement Agreement and the Company Support Agreements (collectively, the "**Transaction Agreements**") will be the same in all material respects to the most recent versions thereof reviewed by us, and to the extent there are any differences, such differences are immaterial, that all of the representations and warranties contained in the Transaction Agreements are true and correct as of the date hereof (subject to the Company and Labrador disclosure letters), that the Arrangement will be completed substantially in accordance with its terms and all applicable laws, that the Arrangement will proceed as scheduled and without material additional costs to the Company or liabilities of the Company to third parties, that the procedures being followed to implement the Arrangement are valid and effective, and that the Management Information Circular to be sent to the Company's shareholders in connection with the Arrangement will disclose all material facts relating to the Arrangement and will satisfy all applicable legal requirements.

Senior officers of the Company have represented to Canaccord Genuity in a certificate delivered as of the date hereof, among other things, that (i) the Information, provided to Canaccord Genuity by the Company or its affiliates or its or their representatives, agents or advisors, for the purpose of preparing the Opinion (the "**Company Information**"), was, at the date the Company Information was provided to Canaccord Genuity, and is at the date hereof, complete, true and correct in all material respects and did not and does not contain any untrue statement of a material fact in respect of the Company or its affiliates or the Arrangement; (ii) the Company Information did not and does not omit to state a material fact in relation to the Company or its affiliates or the Arrangement necessary to make the Company Information not misleading in light of the circumstances under which the Company Information was provided; (iii) since the dates on which the Company Information was provided to Canaccord Genuity, there has been no material change, financial or otherwise, in or relating to the financial condition, assets, liabilities (whether accrued, absolute, contingent or otherwise), business, operations or prospects of the Company or any of its affiliates and, no material change has occurred in the Company Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Opinion; (iv) to the knowledge of the certifying officers, there are no independent appraisals or valuations or material non-independent appraisals or valuations including without limitation any "prior valuations" (as defined in MI 61-101) relating to the Company or any of its affiliates or any of their respective material assets, securities or liabilities which have been prepared as of a date within two years precedent the date hereof; (v) since the dates on which the Company Information was provided to Canaccord Genuity, except for the Arrangement, no material transaction has been entered into by the Company or any of its affiliates which has not been publicly disclosed; (vi) the certifying officers have no knowledge of any facts or circumstances, public or otherwise, not contained in or referred to in the Company Information provided to Canaccord Genuity by the Company or its affiliates which would reasonably be expected to affect the Opinion, including the assumptions used, the procedures adopted, the scope of the review undertaken or the conclusion reached; (vii) the Company has not filed any confidential material change reports or any confidential filings pursuant to applicable securities legislation that remain confidential; (viii) other than as disclosed in the Company Information or the Arrangement Agreement, neither the Company nor any of its affiliates has any material contingent liabilities (either on a consolidated or non-consolidated basis) and there are no actions, suits, claims, arbitrations, proceedings, investigations or inquiries pending or (to the knowledge of the certifying officers) threatened against or affecting the Arrangement, the Company or any of its affiliates, at law or in equity or before or by any international, multi-national, national, federal, provincial, state, municipal or other governmental department, commission, bureau, board, agency or instrumentality or stock exchange which may in any way materially affect the Company or any of its affiliates or the Arrangement; (ix) all financial material, documentation and other data concerning the Arrangement or the Company and its affiliates, excluding any projections, budgets, strategic plans, financial forecasts, models, estimates and other

future-oriented financial information concerning the Company and its affiliates (collectively, "**FOFI**"), provided to Canaccord Genuity by or on behalf of the Company were prepared on a basis consistent in all material respects with the accounting policies applied in the most recent audited consolidated financial statements of the Company and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial material, documentation or other data not misleading in light of the circumstances in which such financial material, documentation and other data were provided to Canaccord Genuity; (x) all FOFI provided to Canaccord Genuity (a) was reasonably prepared on bases reflecting reasonable estimates, assumptions, and judgements of the Company; (b) was prepared using assumptions which are (and were at the time of preparation), and continue to be, reasonable in the circumstances, having regard to the Company's industry, business, financial condition, plans and prospects, as applicable; and (c) does not contain any untrue statement of a material fact or omit to state any material fact necessary to make such FOFI (as of the date of preparation thereof) not misleading in light of the assumptions used at the time, any developments since the time of their preparation, or the circumstances in which such FOFI was provided to Canaccord Genuity; (xi) no verbal or written offers or serious negotiations for, at any one time, all or a material part of the properties and assets owned by or the securities of the Company or any of its affiliates have been received, made or occurred within the two years preceding the date hereof and which have not been provided to Canaccord Genuity; (xii) there are no agreements, undertakings, commitments or understandings (written or oral, formal or informal) materially relating to the Arrangement, except as have been disclosed in writing and in complete detail to Canaccord Genuity; (xiii) the contents of any and all documents prepared or to be prepared in connection with the Arrangement by the Company for filing with regulatory authorities or delivery or communication to securityholders of the Company (collectively, the "**Disclosure Documents**") have been, are and will be true and correct in all material respects and have been, are and will not contain any misrepresentation and the Disclosure Documents have complied, comply and will comply with all requirements under applicable laws; (xiv) to the best of the knowledge of the certifying officers (a) the Company has no information or knowledge of any facts, public or otherwise, not specifically provided to Canaccord Genuity relating to the Company or any of its affiliates which would reasonably be expected to materially affect the Opinion; (b) with the exception of financial forecasts, budgets, models, projections or estimates referred to in (d), below, the Company Information provided by or on behalf of the Company to Canaccord Genuity, in connection with the Arrangement is, or in the case of Disclosure Documents or data, was, at the date of preparation, true, correct and accurate in all material respects, and no additional material, data or information would be required to make the data provided to Canaccord Genuity by or on behalf of the Company not misleading in light of circumstances in which it was prepared; (c) to the extent that any of the information in the Disclosure Documents identified in (b), above, is historical, there have been no changes in material facts or new material facts since the respective dates thereof which have not been disclosed to Canaccord Genuity or updated by more current Disclosure Documents that has been disclosed; and (d) any portions of the information in the Disclosure Documents provided to Canaccord Genuity which constitute financial forecasts, budgets, models, projections or estimates were prepared using the assumptions identified therein, which, in the reasonable opinion of the Company, are (and were at the time of preparation) reasonable in the circumstances; (xv) the Company has complied in all material respects with the Opinion Engagement Agreement; and (xvi) the representations and warranties made by the Company in the Arrangement are true and correct in all material respects.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the conditions and prospects, financial and otherwise, of the Company, Labrador and their respective subsidiaries and affiliates, as they were reflected in the Information and the Company Information and as they have been represented to Canaccord Genuity in discussions with management of the Company. In its analyses and in preparing the Opinion, Canaccord Genuity made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, which Canaccord Genuity believes to be reasonable and appropriate in the exercise of its professional judgement, many of which are beyond the control of Canaccord Genuity or any party involved in the Arrangement.

The Opinion has been provided to the Board of Directors (solely in its capacity as such) for its sole use and benefit and only addresses the fairness, from a financial point of view, of the Consideration to be received by the Company pursuant to the Arrangement. The Opinion may not be relied upon by any other person or entity (including, without limitation, securityholders, creditors or other constituencies of the Company) or used for any other purpose or published without the prior written consent of Canaccord Genuity, provided that Canaccord Genuity consents to the inclusion of the Opinion in its entirety and a summary thereof (provided such summary is in a form acceptable to Canaccord Genuity) in the notice of meeting and accompanying Management Information of the Company to be mailed to the Company's shareholders in connection with seeking their approval of the Arrangement and to the filing thereof, as necessary, by the Company on SEDAR, in accordance with applicable securities laws in Canada.

Canaccord Genuity has not been asked to provide, nor does Canaccord Genuity offer, an opinion as to the terms of the Arrangement (other than in respect of the fairness, from a financial point of view, of the Consideration to be received by the Company pursuant to the Arrangement) or the forms of agreements or documents related to the Arrangement. The Opinion does not constitute a recommendation as to how the Board of Directors (or any director), management or any securityholder should vote or otherwise act with respect to any matters relating to the Arrangement, or whether to proceed with the Arrangement or any related transaction. The Opinion does not address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to the Company. In considering fairness from a financial point of view, Canaccord Genuity considered the Arrangement from the perspective of the Company generally and did not consider the specific circumstances of any particular class of securityholders, creditors or other constituencies of the Company, including with regard to tax considerations. The Opinion is given as of the date hereof, and Canaccord Genuity disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come, or be brought, to the attention of Canaccord Genuity after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Opinion after the date hereof, including, without limitation, the terms and conditions of the Arrangement, or if Canaccord Genuity learns that the Information relied upon in rendering the Opinion was inaccurate, incomplete or misleading in any material respect, Canaccord Genuity reserves the right to change, modify or withdraw the Opinion after the date hereof but, in doing so, does not assume any obligation to update, revise or reaffirm this Opinion and Canaccord Genuity disclaims any such obligation.

Canaccord Genuity believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of an Opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. This Opinion should be read in its entirety.

Approach to Financial Fairness

In connection with the Opinion, Canaccord Genuity has performed a variety of financial and comparative analyses. In arriving at the Opinion, Canaccord Genuity has not attributed any particular weight to any specific analysis or factor, but rather has made qualitative judgments based on its experience in rendering such opinions and on the circumstances and Information as a whole.

Conclusion

Based upon and subject to the foregoing, and such other matters as Canaccord Genuity considered relevant, Canaccord Genuity is of the opinion that, as of the date hereof, the Consideration to be received by the Company pursuant to the Arrangement is fair, from a financial point of view, to the Company.

Yours truly,

Canaccord Genuity Corp.

CANACCORD GENUITY CORP.

SCHEDULE "D"
PLAN OF ARRANGEMENT

(see attached)

PLAN OF ARRANGEMENT
UNDER DIVISION 5 OF PART 9 OF THE
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

ARTICLE ONE
DEFINITIONS AND INTERPRETATION

Section 1.01 *Definitions*

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

(a) "**Arrangement**" means the arrangement of the Company under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Purchaser and the Company, each acting reasonably;

(b) "**Arrangement Agreement**" means the arrangement agreement dated as of March 13, 2023 between the Purchaser and the Company (including the Schedules attached thereto), together with the disclosure letter delivered by the Company in connection with the Arrangement Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof;

(c) "**Arrangement Resolution**" means the special resolution to be considered and, if thought fit, passed by the Company Shareholders at the Company Meeting to approve the Arrangement;

(d) "**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

(e) "**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Toronto, Ontario or in Vancouver, British Columbia are authorized or required by applicable Law to be closed;

(f) "**Cash Consideration**" means $3 million;

(g) "**Code**" means the *United States Internal Revenue Code of 1986*, as amended;

(h) "**Company**" means ValOre Metals Corp., a corporation organized under the laws of the Province of British Columbia;

(i) "**Company Board**" means the board of directors of the Company;

(j) "**Company Class A Shares**" has the meaning ascribed thereto in Section 3.01(b)(i)(A);

(k) "**Company Meeting**" means the special meeting of the Company Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Arrangement Resolution;

(l) "**Company Shareholder**" means a holder of one or more Company Shares;

(m) "**Company Shares**" means the common shares in the capital of the Company;

(n) "**Company Subco**" means 5833 Nunavut Ltd., a wholly-owned subsidiary of the Company;

(o) "**Company Subco Shares**" means the common shares in the capital of the Company Subco;

(p) "**Consideration**" means, collectively, the Cash Consideration and the Purchaser Consideration Shares to be received by the Company pursuant to the Plan of Arrangement in consideration for the Company Subco Shares held by the Company;

(q) "**Court**" means the Supreme Court of British Columbia, or other court as applicable;

(r) "**CSE**" means the Canadian Securities Exchange;

(s) "**Effective Date**" means the date designated by the Purchaser and the Company by notice in writing as the effective date of the Arrangement, after the satisfaction or waiver (subject to applicable Laws) of all of the conditions to completion of the Arrangement as set forth in the Arrangement Agreement (excluding conditions that by their terms cannot be satisfied until the Effective Date) and delivery of all documents agreed to be delivered thereunder to the satisfaction of the parties thereto, acting reasonably, and in the absence of such agreement, three Business Days following the satisfaction or waiver (subject to applicable Laws) of all conditions to completion of the Arrangement as set forth in the Arrangement Agreement (excluding conditions that by their terms cannot be satisfied until the Effective Date);

(t) "**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as the Company and the Purchaser may agree upon in writing;

(u) "**Final Order**" means the order of the Court approving the Arrangement under Section 291(4) of the BCBCA, and stating that the Arrangement serves as a basis of a claim to the exemption under Section 3(a)(10) of the U.S. Securities Act from the registration requirements otherwise imposed by the U.S. Securities Act regarding the distribution of securities pursuant to the Plan of Arrangement, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment, modification, supplement or variation is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

(v) "**Governmental Authority**" means (a) any international, multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing, (b) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing, and (c) any stock exchange, including the TSXV and the CSE;

(w) "**Interim Order**" means the interim order of the Court to be issued following the application therefor submitted to the Court pursuant to Section 291(2) of the BCBCA as contemplated by the Arrangement Agreement, after being informed of the intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to Purchaser Consideration Shares issued pursuant to the Arrangement, in form and substance acceptable to both the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both the Company and the Purchaser, each acting reasonably;

(x) "**Laws**" means all laws, statutes, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity and the term "applicable" with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities;

(y) "**Liens**" means any pledge, claim, lien, charge, option, hypothec, mortgage, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(z) "**New Company Shares**" has the meaning ascribed thereto in Section 3.01(b)(i);

(aa) "**Plan of Arrangement**" means this plan of arrangement as amended, modified or supplemented from time to time in accordance with Section 10.7 of the Arrangement Agreement and this plan of arrangement or at the direction of the Court in the Final Order, with the consent of the Company and the Purchaser, each acting reasonably;

(bb) "**Purchaser**" means Labrador Uranium Inc., a corporation organized under the laws of the Province of Ontario;

(cc) "**Purchaser Consideration Shares**" means the 100,000,000 Purchaser Shares to be issued pursuant to the Arrangement;

(dd) "**Purchaser Shares**" means common shares in the capital of the Purchaser;

(ee) "**Regulation S**" means Regulation S as promulgated by the United States Securities and

(ff) "**Tax Act**" means the *Income Tax Act* (Canada), as amended;

(gg) "**TSXV**" means the TSX Venture Exchange;

(hh) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia; and

(ii) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder.

Words and phrases used herein that are defined in the Arrangement Agreement and not defined herein shall have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires.

Section 1.02 *Interpretation Not Affected by Headings*

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

Section 1.03 *Number, Gender and Persons*

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

Section 1.04 *Date for any Action*

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.05 *Statutory References*

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

Section 1.06 *Currency*

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada.

Section 1.07 *Governing Law*

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE TWO
ARRANGEMENT AGREEMENT AND BINDING EFFECT

Section 2.01 *Arrangement Agreement*

This Plan of Arrangement is made pursuant to, and subject to the provisions of, the Arrangement Agreement.

Section 2.02 *Binding Effect*

As of and from the Effective Time, this Plan of Arrangement will become effective and shall be binding upon the Purchaser, the Company, all registered and beneficial Company Shareholders, the registrar and transfer agent of the Company, and all other persons at and after the Effective Time, without any further act or formality required on the part of any person.

ARTICLE THREE
ARRANGEMENT

Section 3.01 *Arrangement*

Commencing at the Effective Time on the Effective Date, each of the events set out below shall occur and shall be deemed to occur sequentially in the following order without any further authorization, act or formality of or by the Company, the Purchaser or any other person:

(a) each Company Subco Share shall be, and shall be deemed to be transferred by the Company, free and clear of all Liens, to the Purchaser and, in consideration therefor, the Purchaser shall issue the Purchaser Consideration Shares and pay cash equal to the Cash Consideration to the Company; and

(i) the Company shall cease to be the holder of such Company Subco Shares and to have any rights as holders of such Company Subco Shares, other than the right to be issued the Consideration by the Purchaser in accordance with this Plan of Arrangement;

(ii) the Company's name shall be removed from the register of shareholders of the Company Subco maintained by or on behalf of the Company Subco;

(iii) the Purchaser shall be, and shall be deemed to be, the transferee of such Company Subco Shares, free and clear of all Liens, and the register of shareholders of the Company Subco maintained by or on behalf of the Company Subco shall be, and shall be deemed to be, revised accordingly;

(iv) the Company shall be, and shall be deemed to be, the holder of the Purchaser Consideration Shares so issued (free and clear of all Liens) and the register of shareholders of the Purchaser maintained by or on behalf of the Purchaser shall be, and shall be deemed to be, revised accordingly;

(b) the Company shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, with the steps occurring in the following order:

(i) the Company's authorized share capital and its Articles will be altered by:

(A) renaming and redesignating all of the issued and unissued Company Common Shares as “Class A common shares” (the “**Company Class A Shares**”) and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held; and

(B) creating a new class consisting of an unlimited number of “common shares without par value” with terms and special rights and restrictions identical to those of the Company Common Shares immediately prior to the Effective Time (the “**New Company Share**”);

(ii) each issued and outstanding Company Class A Share outstanding on the Effective Date will be exchanged for (A) one New Company Share and (B) such number of Purchaser Consideration Shares as is equal to (X) 100,000,000, divided by (Y) the number of Company Common Shares (now renamed and redesignated as Company Class A Shares) outstanding on the day immediately prior to Effective Date;

(iii) the holders of Company Class A Shares will be removed from the securities register of the Company as the holders of Company Class A Shares and will be added to the securities register of the Company as the holders of the number of New Company Shares that they have received on the exchange set forth under Section 3.01(b)(ii);

(iv) the Purchaser Consideration Shares transferred to the former holders of Company Class A Shares will be registered in the name of such former holders and the Company will provide the Purchaser and its registrar and transfer agent with a direction to make the appropriate entries in the securities register of the Purchaser;

(v) the authorized share capital of the Company shall be amended to delete the Company Class A Shares, none of which will be issued or outstanding once the exchange in Section 3.01(b)(ii) above is completed, and to delete the rights, privileges, restrictions and conditions attached to the Company Class A Shares and the appropriate entries will be made in the securities register of the Company;

(vi) concurrently with the exchange in Section 3.01(b)(ii), the stated capital account maintained in respect of the Company Class A Shares shall be reduced to nil and there shall be added to the stated capital account of the New Company Shares issued pursuant to Section 3.01(b)(ii) the amount by which (A) the amount of the reduction of the stated capital account of the Company Class A Shares pursuant to this Section 3.01(b)(vi) exceeds (B) the fair market value, at the Effective Time, of the Purchaser Consideration Shares distributed pursuant to Section 3.01(b)(ii) to the former holders of Company Class A Shares;

The exchanges, transfers and cancellations provided for in this Section 3.01 will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

Section 3.02 *Purchaser Shares*

All Purchaser Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares.

Section 3.03 *Fractional Shares*

In no event shall any fractional Purchaser Consideration Shares be issued to former holders of Company Class A Shares under this Plan of Arrangement. Where the aggregate number of Purchaser Consideration Shares to be issued to a former holder of Company Class A Shares as consideration under this Plan of Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be issued to such former holder of Company Class A Shares shall be rounded down to the nearest whole Purchaser Share and no former holder of Company Class A Shares will be entitled to any compensation in respect of a fractional Purchaser Consideration Share.

ARTICLE FOUR
DISSENT RIGHTS

Section 4.01 *Dissent Rights*

Company Shareholders will not be given the right to dissent in respect of the Arrangement Resolution and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the BCBCA do not apply to the Arrangement Resolution.

ARTICLE FIVE
DELIVERY OF CONSIDERATION

Section 5.01 *Delivery of Consideration*

(a) Following receipt of the Final Order and at the Effective Time, the Purchaser shall deliver, or cause to be delivered, to the Company, the Cash Consideration and the Purchaser Consideration Shares.

(b) As soon as practicable following the Effective Date, the Purchaser, will forward or cause to be forwarded by the transfer agent for the Purchaser Shares, the number of Purchaser Consideration Shares to be delivered to each former holder of Company Class A Shares under the Arrangement.

(c) The Purchaser Consideration Shares shall be subject to a contractual hold period and corresponding resale restrictions which expire on the same date as the hold period applicable to the securities issued pursuant to the Concurrent Private Placement.

Section 5.02 *Withholding Rights*

The Company, the Purchaser and any of their affiliates, as applicable, shall be entitled to deduct and withhold, or direct any other Person to deduct and withhold on their behalf, from any amounts otherwise payable, issuable or otherwise deliverable to the Company, any Company Shareholder and/or any other Person under this Plan of Arrangement and the Arrangement Agreement such amounts as are required or entitled to be deducted and withheld from such amounts under any provision of the Tax Act or any provision of any applicable Law. To the extent any such amounts are so deducted and withheld, such amounts shall be treated for all purposes under this Plan of Arrangement and the Arrangement Agreement as having been paid to the Person in respect of which such deduction and withholding was made. The Company, the Purchaser and any of their affiliates, as applicable, are hereby authorized to sell or otherwise dispose, or direct any other Person to sell or otherwise dispose, of such portion of the non-cash consideration or non-cash amounts payable, issuable or otherwise deliverable hereunder to such Person as is necessary to provide sufficient funds to the Company, the Purchaser and any of their affiliates, as the case may be, to enable them to comply with such deduction or withholding requirement and the Company, the Purchaser and any

of their affiliates, as applicable, shall notify the relevant Person of such sale or other disposition and remit to such Person any unapplied balance of the net proceeds of such sale or other disposition (after deduction for (a) the amounts required to satisfy the required withholding under this Plan of Arrangement in respect of such Person, (b) reasonable commissions payable to the broker, and (c) other reasonable costs and expenses). None of the Parties, or any other person will be liable for any loss arising out of any sale under this Section 5.02.

Section 5.03 *No Liens*

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

ARTICLE SIX
AMENDMENTS

Section 6.01 *Amendments to Plan of Arrangement*

(a) The Purchaser and the Company reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) approved by the Purchaser and the Company (subject to the Arrangement Agreement), (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Purchaser at any time prior to the Company Meeting (provided that the Purchaser or the Company (subject to the Arrangement Agreement) have each consented thereto in writing), with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Company Meeting shall be effective only if: (i) it is consented to in writing by each of the Purchaser and the Company (in each case, acting reasonably); and (ii) if required by the Court, it is consented to by the Company Shareholders voting in the manner directed by the Court.

(d) Notwithstanding the foregoing provisions of this Section 6.01, any amendment, modification or supplement to this Plan of Arrangement may be made by the Purchaser and the Company without the approval or communication to the Court or Company Shareholders, provided that it concerns a matter that, in the reasonable opinion of the Purchaser and the Company, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and does not have the effect of reducing the Consideration and is not otherwise adverse to the economic interest of any Company Shareholder.

ARTICLE SEVEN
FURTHER ASSURANCES

Section 7.01 *Further Assurances*

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Company and the Purchaser will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

SCHEDULE "E"
COMPARISON OF MATERIAL DIFFERENCES BETWEEN THE OBCA AND THE BCBCA

Set forth below is a comparison of certain provisions of the OBCA and BCBCA, which is qualified in its entirety to reference to the full provisions of the OBCA and BCBCA, respectively. Shareholders should consult their legal advisors to confirm the impact of the provisions of each such Act to their particular circumstances.

Charter Documents

Under the BCBCA, the charter documents of a company will consist of a Notice of Articles, which sets forth the name of the company and the authorized share structure (including the amount and type of authorized capital), and Articles, which will govern the management of the company. The Notice of Articles is filed with the Registrar and is publicly available, whereas the Articles are maintained at the company's registered and records office and are only available for inspection by those individuals authorized by the BCBCA or the company's articles.

Under the OBCA, a company has Articles of Incorporation, Articles of Amendments, Articles of Amalgamation and/or Articles of Continuance, as applicable, which set forth, among other things, the name of the company and the amount and type of authorized capital, and by-laws, which govern the management of the company. Articles are filed with the Director under the OBCA and the by-laws are maintained at the company's registered and records office.

Sale of a Company's Undertaking

Under the BCBCA, the directors of a company may sell, lease or otherwise dispose of all or substantially all of the business or undertaking of the company only if it is in the ordinary course of the company's business or with shareholder approval authorized by special resolution. Under the BCBCA, a special resolution requires the approval of a "special majority", which means the majority specified in a company's Articles of at least two-thirds and not more than by three-quarters of the votes cast by those shareholders voting in person or by proxy at a meeting of the company. If the Articles do not contain a provision stipulating the applicable special majority threshold, then a special resolution is passed by at least two-thirds of the votes cast on the resolution.

The OBCA requires approval of the holders of two-thirds of the shares of a company represented at a duly called meeting to approve a sale, lease or exchange of all or substantially all of the property of the company. Holders of shares of a class or series, whether or not they are otherwise entitles to vote, can vote separately only if that class or series is affected by the sale, lease or exchange in a manner different from the shares of another class or series.

Ability to set necessary levels of shareholder consent

Under the BCBCA, the articles can set levels for various shareholder approvals (other than those prescribed by the statute).

The OBCA does not provide flexibility on shareholder approvals, which are either majority resolution or where specified in the act, a special resolution. A "special resolution" must be passed by at least two-thirds (⅔) of votes cast or a resolution that is consented to in writing by each shareholder of the company entitled to vote at such a meeting or the shareholder's attorney authorized in writing.

Amendments to the Charter Documents of a Company

Alterations to the Notice of Articles or Articles of a company under the BCBCA are affected by the type of resolution specified by the BCBCA, or, if the BCBCA does not specify the type of resolution, by the type of resolution specified in the Articles of the company, or, if neither the BCBCA nor the Articles specify the type of resolution, by a special resolution. This means that many alterations, including change of name or other alterations to the Articles, could be authorized solely by a resolution of the directors of a company. In the absence of anything in the Articles, other than a change of name which the proposed Articles permit by directors' resolution, most corporate alterations will require a special resolution. Alteration of the special rights and restrictions attached to issued shares requires, in addition to any resolution provided for by the Articles, consent by a special resolution of the holders of the class or series of shares affected. A proposed amalgamation or continuation of a company out of British Columbia requires a special resolution as described above.

Under the OBCA, certain fundamental changes to the constating documents of a company require a resolution passed by not less than two-thirds of the votes cast by the shareholders voting on the resolution authorizing the alteration and, where certain specified rights of the holders of a class of shares are affected differently by the alteration than the rights of the holders of other classes of shares, a resolution passed by not less than two thirds of the votes cast by the holders of all of the shares of a company, whether or not they carry the right to vote, and a special resolution of each such class, or series, as the case may be, even if such class or series is not otherwise entitled to vote. A resolution to amalgamate an OBCA company requires a special resolution passed by the holders of each class of shares or series of shares, whether or not such shares otherwise carry the right to vote, if such class or series of shares are affected differently.

Rights of Dissent and Appraisal

The BCBCA provides that shareholders, whether such shareholders have a right vote and including beneficial holders through a registered shareholder, who dissent from certain actions being taken by a company, may exercise a right of dissent and require the company to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable where a company proposes to:

- alter the Articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- adopt an amalgamation agreement;
- approve an amalgamation under Division 4 of Part 9 of the BCBCA;
- approve an arrangement, the terms of which arrangement permit dissent;
- authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- authorize the continuation of the company into a jurisdiction other than British Columbia; or
- take any other action where the resolution provides for a right of dissent.

In addition, a British Columbia court may make an order that dissent rights apply to a particular transaction. Shareholders may not generally waive dissent rights, but are entitled to waive, in writing, such rights in respect of a particular corporate action.

The OBCA contains a similar dissent remedy, although the procedure for exercising this remedy is less detailed than the procedure contained in the BCBCA. There is no provision for the court to vary the statutory framework.

Oppression Remedies

Under the OBCA, a shareholder, beneficial shareholder, former shareholder or former beneficial shareholder, director, former director, officer or former officer of a company or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, and in the case of an offering company, the Ontario Securities Commission, may apply to a court for an order to rectify the matters complained of where in respect of a company or any of its affiliates, any act or omission of a company or its affiliates effects a result, the business or affairs of a company or its affiliates are or have been exercised in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregards the interest of, any security holder, creditor, director or officer.

The oppression remedy under the BCBCA is similar to the remedy found in the OBCA, with a few differences. Under the OBCA, the applicant can complain not only about acts of the company and its directors but also acts of an affiliate of the company and the affiliate's directors, whereas under the BCBCA, the shareholder (or any other party the court considers appropriate) can only complain of oppressive conduct of the company. Under the BCBCA the applicant must bring the application in a "timely manner", which is not required under the OBCA. In addition, while under OBCA a company is prohibited from making a payment to a successful applicant in an oppression claim if there are reasonable grounds for believing that: (a) the company is, or after the payment, would be unable to pay its liabilities as they become due; or (b) the realization value of the company's assets would thereby be less than the aggregate of its liabilities. Under the BCBCA, the company must make as much of the payment as possible and pay the balance when the company is able to do so.

Shareholder Derivative Actions

Under the BCBCA, a shareholder, including a beneficial shareholder or a director of a company, or any other person the court considers to be an appropriate person to bring a derivative action, may, with leave of the court, bring an action in the name and on behalf of the company to enforce an obligation owed to the company that could be enforced by the company itself or to

obtain damages for any breach of such an obligation. An applicant may also, with leave of the court, defend a legal proceeding brought against a company.

A broader right to bring a derivative action is contained in the OBCA and this right extends to shareholders, former shareholders, beneficial shareholders, directors or officers of a company or its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, the OBCA permits derivative actions to be commenced in the name and on behalf of a company or any of its subsidiaries.

Investigation/Appointment of Inspectors

Under the BCBCA, a company may appoint an inspector to conduct an investigation of the company by special resolution. Shareholders holding at least 1/5 of the issued shares of a company may apply to the court for the appointment of an inspector. The court must consider whether there are reasonable grounds for believing there has been oppressive, unfairly prejudicial, fraudulent, unlawful or dishonest conduct.

Under the OBCA, shareholders can apply to the court for the appointment of an inspector. Unlike the BCBCA, the OBCA does not require an applicant to hold a specified number of shares.

Requisition of Meetings

The BCBCA provides that shareholders who hold at least 1/20th of the issued voting shares of the company that carry the right to vote at general meetings may give notice to the directors requiring them to call and hold a general meeting for the purpose of transacting any business that may be transacted at a general meeting, which meeting must be held within 4 months. The procedures required to requisition a meeting under the BCBCA are more formal than the procedure under the OBCA.

The OBCA permits the holders of not less than 5% of the issued shares that carry the right to vote at a meeting sought to be held to require the directors to call and hold a meeting of the shareholders of the company for the purposes stated in the requisition. If the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

Form of Proxy and Information Circular

The BCBCA does not prescribe proxy or circular requirements for reporting issuers.

The OBCA contains provisions which require the mandatory solicitation of proxies and delivery of a management proxy circular.

Place of Meetings

The OBCA provides that meetings of shareholders may be held either inside or outside Ontario as the directors may determine.

The BCBCA requires all meetings of shareholders to be held in British Columbia unless: (a) a location outside British Columbia is provided for in the company's Articles; (b) the Articles do not restrict the company from approving a location outside British Columbia and the location is approved by the resolution required by the Articles for that purpose or if the Articles do not provide it is approved by an ordinary resolution; or (c) the location is approved in writing by the Registrar under the BCBCA before the meeting is held.

Directors

The BCBCA provides that a public company must have at least three directors. Neither the BCBCA nor the OBCA contain any residency requirements for a company's directors.

The BCBCA includes detailed provisions for permitted and prohibited indemnification of directors or officers. Unlike the OBCA, the BCBCA gives discretion to the court to order payment or make any other order it considers appropriate. Directors are not liable with respect to prohibited actions in connection with payments, commissions, discounts, dividends, redemptions,

indemnities or acquisition of shares if they rely in good faith on financial statements, auditors' reports, professional reports, a statement of fact from an officer, or on other documents the court considers to provide reasonable grounds for the directors' actions.

Restrictions on Share Transfers

The BCBCA does not prohibit share transfer restrictions.

Under the OBCA, only certain limited restrictions on transfer are permitted if offering to the public.

Meaning of "Insolvent"

Under the OBCA, a company may not pay dividends or purchase or redeem its shares if there are reasonable grounds for believing: (i) it is or would be unable to pay its liabilities as they become due; or (ii) it would not meet a net asset solvency test. The net asset solvency tests for different purposes vary somewhat. Under the BCBCA, for purposes of the insolvency test that must be passed for the payment of dividends and purchases and redemptions of shares, "insolvent" is defined to mean when a company is unable to pay its debts as they become due in the ordinary course of its business. Unlike the OBCA, the BCBCA does not impose a net asset solvency test for these purposes. For purposes of proceedings to dissolve or liquidate, the definition of"insolvent" from federal bankruptcy legislation applies.

Reduction of Capital

Under the BCBCA, capital may be reduced by special resolution or court order. A court order is required if the realizable value of the company's assets would, after the reduction of capital, be less than the aggregate of its liabilities. Under the OBCA, capital may be reduced by special resolution but not if reasonable grounds for believing that, after the reduction: (i) the company would be unable to pay its liabilities as they become due; or (ii) the realizable value of the company's assets would be less than its liabilities.

Shareholder Proposals

The OBCA allows shareholders entitled to vote to submit a notice of a proposal. The BCBCA includes a more detailed regime for shareholders' proposals than the OBCA. For example, a person submitting a proposal must have been the registered or beneficial owner of one or more voting shares for at least 2 years before signing the proposal and the proposal must be received at the company's registered office at least 3 months before the anniversary of the company's last annual reference date. In addition, the proposal must be signed by shareholders who, together with the submitter, are registered or beneficial owners of: (i) at least 1% of the company's voting shares, or (ii) shares with a fair market value exceeding an amount prescribed by regulation (at present, $2,000).

Amalgamations

The BCBCA allows for amalgamation effected with court approval. A company may amalgamate with a company from a foreign jurisdiction and carry on as either a British Columbia company or, if allowed by the foreign jurisdiction, a company organized under the foreign jurisdiction.

The OBCA does not provide a provision for amalgamation pursuant to court approval. Interjurisdictional amalgamation is not available, in order to amalgamate either the Ontario corporation must first continue out of Ontario into the foreign jurisdiction or the foreign corporation must first continue into Ontario.

Compulsory Acquisition

The OBCA provides a right of compulsory acquisition for an offeror that acquires 90% of the target securities pursuant to a take-over bid, other than securities held at the date of the bid by or on behalf of the offeror.

The BCBCA provides a substantively similar right although there are differences in the procedures and process. Unlike the OBCA, the BCBCA provides that where an offeror does not use the compulsory acquisition right when entitled to do so, a

securityholder who did not accept the original offer may require the offeror to acquire the securityholder's securities on the same terms contained in the original offer.

SCHEDULE "F"
INTERIM ORDER AND NOTICE OF HEARING AND PETITION

(See attached)

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
APR 13 2023
ENTERED

No. S232788
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF SECTION 288 OF THE
***BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED**
AND
IN THE MATTER OF A PROPOSED ARRANGEMENT OF
VALORE METALS CORP., 5833 NUNAVUT LTD., AND
LABRADOR URANIUM INC.
VALORE METALS CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE	)	
MASTER HUGHES	)	The 13th day of April, 2023

ON THE APPLICATION of the Petitioner, ValOre Metals Corp. (the "**Company**"), dated April 11, 2023 without notice, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on April 13, 2023 and on hearing Tevia Jeffries, counsel for the Petitioner, and upon being informed that it is the intention of the parties to rely on section 3(a)(10) of the United States *Securities Act* of 1933, as amended (the "**U.S. Securities Act**"), and that the declaration of fairness of, and the approval of, the Arrangement by this Honourable Court will serve as the basis for an exemption from the registration requirements of the U.S. Securities Act pursuant to section 3(a)(10) thereof, for the issuance of securities in connection with the Arrangement:

THIS COURT ORDERS that:

Definitions

1. All capitalized terms used in this Interim Order, unless otherwise defined herein, shall have the respective meaning ascribed thereto in the Petition (including terms defined by reference therein).

The Meeting

2. The Company be permitted to convene, hold and conduct the special meeting (the "**Meeting**") of the registered holders of ValOre Shares at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6 at 10:00 a.m. (Vancouver Time) on May 12, 2023, or on such other date as may result from postponement or adjournment in accordance with this Interim Order and any further Order of this Court, to, *inter alia*, consider and, if deemed advisable, pass, with or without amendment, a special resolution (the "**Arrangement Resolution**"), authorizing, approving and agreeing to adopt a plan of arrangement (the "**Arrangement**") among the Petitioner, 5833 Nunavut Ltd., Labrador Uranium Inc. ("**LUR**"), and the ValOre Shareholders, as described in a plan of arrangement (the "**Plan of Arrangement**") which is attached as Schedule D to the draft management

information circular of the Company (the "**Circular**") and which is attached as Exhibit A to the Affidavit #2 of Jeffrey Dare (the "**Dare Affidavit #2**"), and to transact such other business as may properly come before the Meeting.

3. The Meeting shall be called, held and conducted in accordance with the provisions of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), the Company's articles, applicable securities legislation and the Circular, all subject to the terms of this Interim Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

4. The record date (the "**Record Date**") for determination of the ValOre Shareholders entitled to notice of, to attend, and to vote at, the Meeting shall be the close of business on April 10, 2023. The Record Date will not change in respect of any adjournment of postponement of the Meeting without a further order of this Court.

Notice of Meeting

5. The following information (collectively, the "**Meeting Materials**"):

   (a) Notice of Annual General and Special Meeting of Shareholders;

   (b) Circular;

   (c) The Plan of Arrangement;

   (d) the Notice of Hearing of Petition;

   (e) Form of Proxy or Voting Information Form, as applicable; and

   (f) this Interim Order,

   in substantially the same form referred to in the Dare Affidavit #2, with such amendments and inclusions thereto as counsel for the Petitioners may advise are necessary or desirable, provided that such amendments and inclusions are not inconsistent with the terms of this Interim Order, shall be sent to:

   (i) the registered ValOre Shareholders at the close of business on the Record Date, at least 21 days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

      (A) by pre-paid ordinary or first class mail at the addresses of the ValOre Shareholders as they appear on the central securities register of the Company as at the close of business on the Record Date;

      (B) by delivery, in person or by recognized courier service, to the address specified in (A) above; or

(C) by facsimile or electronic transmission to any ValOre Shareholder who has approved electronic delivery;

(ii) non-registered holders of ValOre Shares by providing sufficient copies of the Meeting Materials (including electronic copies thereof), as applicable, to intermediaries and registered nominees in accordance with the procedures prescribed by *National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting; and

(iii) the respective directors and auditors of the Company by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, by facsimile or electronic transmission, at least 21 days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting.

6. Good and sufficient notice of the Meeting for all purposes will be given by the Company by the sending of the Meeting Materials in accordance with paragraph 5 of this Interim Order. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and the Company shall not be required to send to the ValOre Shareholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA or otherwise.

7. The sending of the Meeting Materials, which includes the Notice of Hearing of Petition and the Interim Order (collectively the "**Court Materials**"), in accordance with paragraph 5 of this Interim Order shall constitute good and sufficient service of the Court Materials and the within proceedings and such service shall be effective on the business day after the Court Materials are mailed, whether those persons reside within the jurisdiction of British Columbia or within another jurisdiction, and no other form of service need be made and no other material, including the Petition and supporting Affidavits, need be served on such persons in respect of these proceedings except upon written request to the solicitors for the Petitioners at their address for delivery set out in the Petition.

8. Accidental failure or omission by the Company to give notice of the Meeting or to distribute the Meeting Materials or the Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Company, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor a defect in the calling of the Meeting, nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of the Company, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

9. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials or the Court Materials may be

communicated, at any time prior to the Meeting, to the ValOre Shareholders by press release, news release or newspaper advertisement or by notice sent to the ValOre Shareholders by any of the means set forth in paragraph 5 of this Interim Order, as determined to be the most appropriate method of communication by the board of directors of the Company.

Amendments to the Arrangement and Plan of Arrangement

10. Subject to the terms and conditions of the Plan of Arrangement, after the date of this Interim Order and prior to the time of the Meeting, the Petitioner is authorized to make such amendments, revisions or supplements to the Plan of Arrangement, in accordance with the terms of the Arrangement Agreement, without any additional notice to the ValOre Shareholders, and the Plan of Arrangement as so amended, revised and supplemented shall be the Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

11. If any amendments, revisions or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 10 above would, if disclosed, reasonably be expected to affect a ValOre Shareholders' decision to vote for or against the Arrangement Resolution, notice of such amendment, revision or supplement shall be distributed, subject to further order of this Court, by news release, newspaper advertisement, or by notice sent to ValOre Shareholders by one of the methods specified in paragraph 5 of this Interim Order.

Updating Meeting Materials

12. Notice of any amendments, revisions, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Meeting, to the ValOre Shareholders by news release, newspaper advertisement, or by notice sent to ValOre Shareholders by one of the methods specified in paragraph 5 of this Interim Order, as determined to be the most appropriate method of communication by the Company.

Chair of the Meeting

13. The Chair of the Meeting shall be an officer or director of the Company or such other person as may be appointed by the ValOre Shareholders for that purpose.

14. The Chair of the Meeting is at liberty to call on the assistance of legal counsel of the Company at any time and from time to time, as the Chair of the Meeting may deem necessary or appropriate, during the Meeting, and such legal counsel is entitled to attend the Meeting for this purpose.

15. The only people entitled to attend the Meeting are the ValOre Shareholders and their duly appointed proxyholders, the officers, directors of the Company, auditors of the Company, the Company's legal and financial advisors, representatives of LUR, or other such persons as may be approved by the Chair of the Meeting.

16. The Chair of the Meeting shall be permitted to ask questions of, and demand the production of evidence, from ValOre Shareholders or such other persons in attendance or represented at the Meeting, as he, she, they or it considers appropriate having regard to the orderly conduct of the Meeting, the authority of any person to vote at the Meeting, and the validity and propriety of the votes cast and the proxies submitted in respect of the Arrangement Resolution.

17. The Chair of the Meeting may, in the Chair's sole discretion, waive the deadline specified in the Form of Proxy for the deposit of proxies, provided that if the Chair waives the deadline, the Chair must accept all proxies deposited after this deadline.

18. The Chair or another representative of the Company present at the Meeting shall, in due course after the Meeting, file with the Court an affidavit verifying the actions taken and the decisions reached at the Meeting with respect to the Arrangement.

Adjournments and Postponements

19. The Company, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting for any reason on one or more occasions, subject to the terms of the Arrangement Agreement, without the necessity of first convening the Meeting, or first obtaining any vote of the ValOre Shareholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by such method and in the time that is reasonable in the circumstances, as the Company may determine appropriate. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Quorum

20. A quorum for the Meeting is as set out in the Company's Articles, namely, one ValOre Shareholder present in person or represented by proxy.

Voting

21. The vote required to pass the Arrangement Resolution shall be the affirmative vote of at least 66⅔% of the votes cast by ValOre Shareholders present in person or represented by proxy and entitled to vote at the Meeting, which ValOre Shareholders are entitled to one vote for each ValOre Share held.

22. The only persons entitled to vote on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be the registered ValOre Shareholders who hold Existing ValOre Shares as of the close of business on the Record Date and their valid proxyholders as described in the Circular and as determined by the Chair of the Meeting and legal counsel to the Company. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions on one or more resolutions (including the Arrangement Resolution) shall be voted in favour of such resolution (including the Arrangement Resolution).

Solicitation of Proxies

23. The Company is authorized to permit the ValOre Shareholders to vote by proxy using the form of proxy (the "**Form of Proxy**"), substantially in the form of the draft attached to the Dare Affidavit #2, with such amendments, revisions or supplemental information as the Company may determine are necessary or desirable. The Company is authorized at its expense to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives, including proxy advisory firms, as they may retain for the purpose, by mail or such other forms of personal or electronic communication as it may determine. The Chair of the Meeting may waive generally, in its discretion, the time limits set for the deposit or revocation of proxies, if the Company considers it advisable to do so.

Dissent Rights

24. ValOre Shareholders will not be given the right to dissent in respect of the Arrangement Resolution and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the BCBCA do not apply to the Arrangement Resolution.

Application for Final Order

25. Upon obtaining, in the manner set forth in this Interim Order, the approval of the Arrangement required by this Interim Order, the Petitioner may apply to this Court for a final order approving the Arrangement contemplated by the Plan of Arrangement (the "**Final Order**"), which includes a finding of fairness of the terms and conditions of the Arrangement, and the hearing shall be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on May 17, 2023 at 9:45 a.m. (Vancouver time), or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct and in the manner directed by the Court.

26. The form of Notice of Hearing of Petition attached as Schedule "F" to the Circular is hereby approved as the form of Notice of Proceedings for such approval.

27. Any ValOre Shareholder may appear and make submissions at the application for the Final Order provided that such person shall file and deliver a Response to Petition and a copy of all affidavits or other materials upon which they intend to rely, in the form prescribed by the Rules of Court of the Supreme Court of British Columbia to the solicitors for the Petitioners at their address for delivery as set out in the Petition, on or before 4:00 p.m. (Vancouver time) on May 12, 2023, or as the Court may otherwise direct.

28. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraph 5 of this Interim Order will constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings. In particular, service of the Petition herein and the accompanying Affidavit and additional Affidavits as may be filed, is dispensed with.

29. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response to Petition in accordance with this Interim Order need to be served and provided with notice of the adjourned date.

Precedence

30. To the extent of any inconsistency or discrepancy between this Interim Order and the articles, the Circular, the BCBCA or applicable securities laws, this Interim Order shall govern.

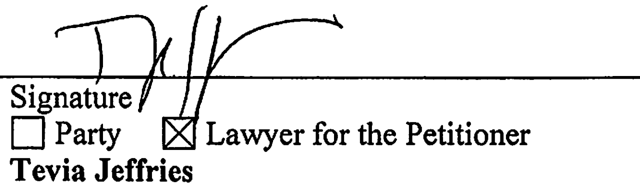
Variance and Direction

31. The Petitioner shall, and hereby does, have liberty to seek leave to vary this Interim Order or apply for such further order or orders or to seek such directions as may be appropriate.

Extra-Territorial Assistance

32. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Interim Order.

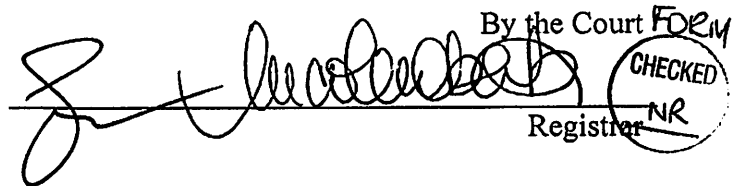
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature

☐ Party ☒ Lawyer for the Petitioner

Tevia Jeffries



By the Court

Registrar

No. S232788
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT OF VALORE METALS CORP., 5833 NUNAVUT LTD., AND LABRADOR URANIUM INC.

VALORE METALS CORP.

PETITIONER

NOTICE OF HEARING OF PETITION

TO: The holders of common shares of ValOre Metals Corp.

NOTICE IS HEREBY GIVEN that a Petition has been filed by ValOre Metals Corp. and 5833 Nunavut Ltd. in the Supreme Court of British Columbia for approval of an arrangement (the "**Arrangement**") pursuant to Section 288 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, among ValOre Metals Corp. ("**ValOre**"), 5833 Nunavut Ltd., Labrador Uranium Inc., and the shareholders of ValOre Metals Corp.

AND NOTICE IS FURTHER GIVEN that by an Interim Order of the Supreme Court of British Columbia pronounced on April 13, 2023, the Court has given directions as to the calling of a meeting of the shareholders of ValOre (the "**Meeting**") for the purpose of considering and voting on the Arrangement.

AND NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the Meeting, the Petitioner intends to apply for an order approving the Arrangement and declaring it to be fair and reasonable to the shareholders of ValOre (the "**Final Order**") at a hearing before a Judge of the Supreme Court of British Columbia at the Courthouse, at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, on or about May 17, 2023 at 9:45 a.m. (PT), or so soon thereafter as counsel may be heard, or at such later date as the Court may direct and in the manner directed by the Court.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE PETITION OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing a form entitled "Response to Petition", in the form prescribed by the Rules of Court of the Supreme Court of British Columbia, along with any evidence or materials which you intend to present to the Court, at the Vancouver Registry of the

Court and **YOU MUST ALSO DELIVER** a copy of the filed Response to Petition, together with a copy of all evidence or materials on which you intend to rely at the application for the Final Order, to the solicitors for the Petitioner at their address for delivery, which is set out below, on or before 4:00 p.m. (PT) on May 12, 2023, or as the Court may otherwise direct.

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of "Response to Petition" at the Registry. or on the Court's website at https://www.supremecourtbc.ca/sites/default/files/web/forms/Form-67.pdf. The address of the Registry is: 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1

IF YOU DO NOT FILE A RESPONSE TO PETITION and do not attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented at that time, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will significantly affect the rights of the shareholders of ValOre.

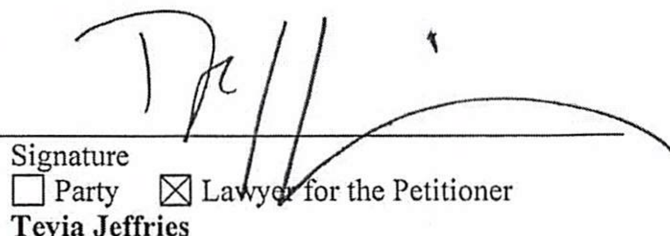
A copy of the said Petition and other documents in the proceedings will be furnished to any shareholder of ValOre upon request in writing addressed to the solicitors of the Petitioner at their address for delivery set out below.

The Petitioner's address for delivery is:

Farris LLP
Barristers & Solicitors
2500 – 700 West Georgia Street
Vancouver, British Columbia
V7Y 1B3
Attention: Tevia Jeffries

Time Est: 15mins.

DATED this 13th day of April, 2023.



Signature
☐ Party ☒ Lawyer for the Petitioner
Tevia Jeffries

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

APR 11 2023

S 232788

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT OF
VALORE METALS CORP., 5833 NUNAVUT LTD., AND
LABRADOR URANIUM INC.

VALORE METALS CORP.

PETITIONER

PETITION TO THE COURT

This proceeding has been started by the petitioner for the relief set out in Part 1 below.

If you intend to respond to this petition, you or your lawyer must

(a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and

(b) serve on the petitioner

(i) 2 copies of the filed response to petition, and

(ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

TIME FOR RESPONSE TO PETITION

A response to petition must be filed and served on the petitioner,

(a) if you reside anywhere within Canada, within 21 days after the date on which a copy of the filed petition was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or

(d) if the time for response has been set by order of the court, within that time.

The address of the registry is: 800 Smithe Street Vancouver, British Columbia V6Z 2E1
The ADDRESS FOR DELIVERY is: Farris LLP Barristers & Solicitors 2500 – 700 West Georgia Street Vancouver, British Columbia V7Y 1B3 Fax number for delivery (if any): N/A Email address for delivery (if any): tjeffries@farris.com
The name and office address of the Petitioner's Solicitor is: Farris LLP Barristers & Solicitors 2500 – 700 West Georgia Street Vancouver, BC V7Y 1B3 **Attention: Tevia Jeffries**

CLAIM OF THE PETITIONERS

Part 1: ORDERS SOUGHT

The Petitioner applies for the following orders:

1. an *ex parte* interim order in the form attached as Schedule "A" to this Petition (the "**Interim Order**");

2. an order approving an arrangement involving ValOre Metals Corp. ("**ValOre**" or the "**Company**"), Labrador Uranium Inc. ("**LUR**"), the holders (the "**ValOre Shareholders**") of common shares in the capital of the Company (the "**Existing ValOre Shares**"), and 5833 Nunavut Ltd. ("**Subco**"), and declaring that the terms are fair and reasonable (the "**Final Order**"); and

3. any other order for such further relief as this Court shall deem just.

Part 2: FACTUAL BASIS

The facts upon which this Petition is based are as follows:

4. Unless otherwise specifically defined herein, the capitalized terms used in this Petition shall have the meaning ascribed thereto in the draft management information circular of the Company (the "**Circular**") attached as Exhibit A to the Affidavit #1 of Jeffrey Dare sworn April 11, 2023 (the "**Dare Affidavit #1**").

A. Parties

5. ValOre is a company existing under the British Columbia *Business Corporations Act* (the "**BCBCA**").

6. As at April 10, 2023, the Company had 168,271,245 ValOre Shares issued and outstanding.

7. The ValOre Shares trade on the TSX Venture Exchange (the "**TSXV**") under the symbol "VO". ValOre is a reporting issuer under the securities laws of British Columbia and Alberta.

8. The Company is an exploration company based in Vancouver, Canada, which currently has interests in exploration projects in northern Canada and Brazil. One of the Company's exploration projects in Nunavut Territory is the mineral claims, the mineral leases and the Mineral Exploration Agreement comprising the Angilak property, located in the Kivalliq region of the Nunavut Territory, including all surface and ancillary rights granted thereunder (the "**Angilak Property**").

9. In addition to uranium exploration properties in Nunavut Territory and the Provinces of Saskatchewan and Manitoba, ValOre holds the Baffin Gold Property in Nunavut Territory and the Pedra Branca Platinum Group Elements Project in northeastern Brazil that hosts palladium (Pd) + platinum (Pt) + gold (Au) mineralization (the "**Pedra Branca Property**").

10. LUR is an exploration and development company based in Toronto, Canada, which currently has uranium projects in Labrador Canada. LUR is a reporting issuer under the securities laws of British Columbia, Alberta and Ontario and its common shares are listed on the Canadian Securities Exchange ("**CSE**") under the symbol "LUR".

11. Subco is a wholly owned subsidiary of the Company existing under the laws of Nunavut that was organized and is owned for the sole purpose of acquiring and holding the Angilak Property.

12. Upon completion of the Arrangement, the ValOre Shareholders immediately prior to the Effective Time (as defined in the plan of arrangement (the "**Plan of Arrangement**"), which is attached as Schedule D to the Circular) will continue to hold an interest in each part of the current business of the Company through the continued ownership of their

New ValOre Shares (as defined below) and the ownership of LUR Consideration Shares (as defined below) distributed to them. ValOre and LUR will remain reporting issuers in the same jurisdictions and on the same exchanges as prior to the completion of the Arrangement.

13. Prior to completion of the Arrangement, ValOre intends to conduct a non-brokered private placement of common shares of ValOre and common share purchase warrants of ValOre for total gross proceeds of up to $3,500,000 (the "**ValOre Private Placement**"). The proceeds of the ValOre Private Placement will be available to fund the remaining operations of ValOre following completion of the Arrangement.

14. In connection with the Arrangement, LUR has completed a private placement of subscription receipts, which will convert into common shares and warrants of LUR upon satisfaction of certain escrow release conditions (the "**LUR Private Placement**"). It is a condition to closing of the Arrangement that the LUR subscription receipts be converted and LUR receive gross proceeds of at least $12,000,000. The intent of the funds raised in the LUR Private Placement is to ensure that LUR has sufficient funds to continue exploration and development of the Angilak Property post completion of the Arrangement.

B. The Arrangement

15. On March 13, 2023, LUR and ValOre entered into an arrangement agreement (the "**Arrangement Agreement**") setting out the terms of a proposed arrangement (the "**Arrangement**") involving ValOre, LUR, the ValOre Shareholders, and Subco pursuant to Division 5 Part 9 of the BCBCA.

16. The Arrangement is more particularly described and set forth in the Plan of Arrangement.

17. Given the interests the Company is retaining, including the Pedra Branca Property, the Arrangement does not involve a sale or disposition of all or substantially all of ValOre's undertaking.

18. Under the terms of the Plan of Arrangement, LUR will acquire all of the Class A common shares in the capital of Subco (the "**Subco Shares**") held by the Company at the Effective Time and the Company will receive 100,000,000 common shares in the capital of LUR (the "**LUR Consideration Shares**") and $3,000,000 in cash (the "**Cash Consideration**", and together with the LUR Consideration Shares, the "**Consideration**"). The LUR Consideration Shares will be distributed to the ValOre Shareholders on a pro rata basis pursuant to the Plan of Arrangement.

19. Pursuant to the Plan of Arrangement, at the Effective Time (as defined in the Plan of Arrangement):

    (a) each Subco Share shall be, and shall be deemed to be transferred by the Company, free and clear of all liens, to LUR and, in consideration therefor, LUR shall issue the LUR Consideration Shares and pay cash equal to the Cash Consideration to the Company; and

(b) the Company shall undertake a reorganization of capital within the meaning of section 86 of the *Income Tax Act (Canada)*, as amended from time to time, and the regulations made thereunder, as follows, with the steps occurring in the following order:

(i) the Company's authorized share capital and its Articles will be altered by:

(A) renaming and redesignating all of the issued and unissued Existing ValOre Shares as "Class A common shares" (the "**ValOre Class A Shares**") and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held; and

(B) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Existing ValOre Shares immediately prior to the Effective Time (the "**New ValOre Shares**");

(ii) each ValOre Class A Share outstanding on the Effective Date will be exchanged for (A) one New ValOre Share, and (B) such number of LUR Consideration Shares as is equal to (X) 100,000,000, divided by (Y) the number of Existing ValOre Shares (now renamed and redesignated ValOre Class A Shares) outstanding on the day immediately prior to the Effective Date; and

(iii) the authorized share capital of the Company shall be amended to delete the ValOre Class A Shares, none of which will be issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the ValOre Class A Shares.

20. In no event shall any fractional LUR Consideration Shares be issued to former holders of ValOre Class A Shares under the Plan of Arrangement. Where the aggregate number of LUR Consideration Shares to be issued to a former holder of ValOre Class A Shares as consideration under the Plan of Arrangement would result in a fraction of a common share of LUR (each whole common share, a "**LUR Share**") being issuable, the number of LUR Shares to be issued to such former holder of ValOre Class A Shares shall be rounded down to the nearest whole LUR Share and no former holder of ValOre Class A Shares will be entitled to any compensation in respect of a fractional LUR Consideration Share.

C. Recommendations of the Board and Reasons for the Arrangement

21. The Board and the Special Committee (as defined below) reviewed and considered a number of factors relating to the Arrangement with the benefit of advice from the Company's senior management and its financial and legal advisors. The following is a summary of the overall purpose and benefits of the Arrangement, and the principal

reasons for the recommendation of the Special Committee to the Board and of the Board that ValOre Shareholders vote FOR the Arrangement Resolution (as defined below):

(a) Strategic Review. The Company commenced the Strategic Review in April 2022 to evaluate potential strategic alternatives to maximize the value of its primary project holdings, including the Angilak Property. The Board formed a special committee (the "**Special Committee**") to lead the strategic review and engaged Canaccord as the Company's exclusive financial adviser to evaluate a range of alternatives, which included: the sale of all or a part of the Company or its assets, a merger or other business combination with third party, the forming of a separate company to hold Pedra Branca, and other strategic initiatives.

(b) Continued Exposure of Shareholders to the Angilak Property. The ValOre Shareholders, through their ownership of LUR Consideration Shares, will continue to have exposure to the Angilak Property following the completion of the Arrangement. ValOre Shareholders will own approximately 49.23% of the issued LUR Shares upon completion of the Arrangement as a result of the *pro rata* distribution of the LUR Consideration Shares to the holders of Existing ValOre Shares outstanding on the Effective Date (assuming completion of the LUR Private Placement for minimum gross proceeds of $12 million).

(c) Continued Exposure of ValOre Shareholders to ValOre's Remaining Properties. The ValOre Shareholders will remain common shareholders of ValOre and will continue to have exposure to ValOre's remaining exploration and development interests, including Pedra Branca.

(d) Board Strength and Integration. Following completion of the Arrangement, Mr. James Paterson and another director of the Company to be identified prior to the Effective Date will be nominated for election to the board of directors of LUR, with the objective of providing business continuity, mitigation of integration risks, and supporting value delivery to ValOre Shareholders.

(e) Fairness Opinion. Subsequent to its retainer to provide strategic advisory services, Canaccord signed an additional engagement letter on March 11, 2023, with respect to providing a fairness opinion regarding the fairness, from a financial point of view of the Arrangement to the Company (the "**Fairness Opinion**"). The Special Committee and the Board received the Fairness Opinion to the effect that, as of March 13, 2023, subject to the assumptions, limitations, and qualifications set out therein, the Consideration to be received by the Company pursuant to the Arrangement is fair, from a financial point of view, to the Company.

(f) Required Approvals of Shareholders and Court. Completion of the Arrangement is conditional upon receipt of: (i) approval by at least two-thirds of the votes cast in respect of the Arrangement Resolution by ValOre Shareholders present in person or represented by proxy and entitled to vote at the annual general and special meeting of ValOre Shareholders for the purpose of considering and approving the Arrangement, amongst other matters (the "**Meeting**"), and (ii) approval by the Supreme Court of British Columbia in these proceedings (the

"**Court**"), which will consider the procedural and substantive fairness of the Arrangement to ValOre Shareholders and other affected persons.

(g) Support Agreements. All of the directors and senior officers of the Company, who collectively beneficially own or exercise control over approximately 21.24% of the Existing ValOre Shares, have entered into voting support agreements pursuant to which they have agreed to vote their Existing ValOre Shares in favour of the Arrangement Resolution.

(h) Other factors. The Board also carefully considered the Arrangement with reference to current economic, industry and market trends affecting each of the Company and LUR, information concerning business, operations, properties, assets, financial condition, operating results, and prospects of each of the Company and LUR, and the historical trading prices of the Existing ValOre Shares and the LUR Shares.

22. The Special Committee and the Board also considered a variety of risks and other potentially negative factors relating to the Arrangement. The Special Committee and the Board believed that overall, the anticipated benefits of the Arrangement to the Company outweighed these risks and negative factors.

23. In view of the wide variety of factors and information considered in connection with their evaluation of the Arrangement, the Special Committee and the Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching their conclusions and recommendations. In addition, individual members of the Special Committee and the Board may have given different weights to different factors or items of information.

D. The Meeting and Arrangement Resolution

24. If the Interim Order is granted, it is intended that the Meeting will be held at 10:00am (Pacific time) on May 12, 2023, at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6.

25. Quorum for the Meeting, as set out in the Company's Articles, is one ValOre Shareholder present in person or represented by proxy.

26. It is the intention of the Company to have the ValOre Shareholders consider and, if thought fit, pass at the Meeting a special resolution substantially in the form set out under the heading "Business of the Meeting", subheading "5 Approval of Plan of Arrangement", page 63-64, of the Circular (the "**Arrangement Resolution**").

27. The Arrangement Resolution authorizes the directors, without further notice to, or approval of, any ValOre Shareholder, to amend the Arrangement Agreement or the Plan of Arrangement as permitted by their terms.

28. For the Arrangement to proceed, the Arrangement Resolution must be approved by the affirmative vote of at least 66⅔% of the votes cast by ValOre Shareholders present in

person or represented by proxy and entitled to vote at the Meeting, which ValOre Shareholders are entitled to one vote for each Common Share held.

29. It is intended that the Circular, substantially in the form attached as Exhibit A to the Dare Affidavit #1, will be printed and mailed to the ValOre Shareholders in accordance with the Interim Order. The Circular includes, among other things, the following documents attached as Schedules:

    (a) Information Regarding LUR;

    (b) Information Concerning LUR Following Completion of the Arrangement;

    (c) Fairness Opinion;

    (d) Plan of Arrangement;

    (e) Comparison of Material Differences Between the OBCA and BCBCA;

    (f) the Interim Order, Petition, and Notice of Hearing of Petition;

    (g) Stock Option Plan; and

    (h) Audit Committee Charter.

E. Dissent Rights

30. ValOre Shareholders are not entitled to dissent in respect of the Arrangement Resolution and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the *Business Corporations Act* do not apply to the Arrangement Resolution.

F. Court Approval of the Arrangement

31. It is a further term of the Arrangement Agreement that, upon obtaining and receiving the approvals as set out in the Interim Order, the Petitioners shall apply for the Final Order. It is intended that this application for the Final Order will be made on May 17, 2023, or on any other date that may be specified by the Court.

32. The Court's approval of the Arrangement, if granted, and its declaration of the fairness of the terms and conditions of the Arrangement will form the basis for ValOre and LUR to rely on in an exemption from registration requirements of the United States *Securities Act* of 1933, as amended, provided by section 3(a)(10) thereof with respect to the issuance of the New ValOre Shares and the LUR Consideration Shares in exchange for the ValOre Class A Shares pursuant to the Arrangement.

33. The section 3(a)(10) exemption requires that the Final Order include the Court's finding that the terms and conditions of the Arrangement are procedurally and substantively fair to the ValOre Shareholders.

Part 3: LEGAL BASIS

34. Section 288 of the BCBCA provides that before an arrangement takes effect, it must be adopted in accordance with section 289 and approved by the court under section 291. Section 289 provides that for an arrangement with shareholders, the shareholders must approve it by way of special resolution.

35. The principles applicable to the approval of an arrangement by the court under section 291 are set out in *BCE Inc. v. 1976 Debentureholders*, 2008 SCC 69 at paragraph 137:

    (1.) the statutory procedures must have been met;

    (2.) the application must have been put forward in good faith; and

    (3.) the arrangement must be fair and reasonable.

36. There are two prongs to determine whether the arrangement is fair and reasonable as held at paragraph 138:

    (a) the arrangement must have a valid business purpose; and

    (b) the objections of those whose legal rights are being arranged must be resolved in a fair and balanced way.

37. Section 288(1) of the BCBCA provides in part:

> Despite any other provision of this Act, a company may propose an arrangement with shareholders, creditor or other persons and may, in that arrangement, make any proposal it considers appropriate …

38. Section 289 provides in part:

> 289 …[A]n arrangement is adopted for the purposes of section 288(2)(a) if,
>
> (a) in respect of an arrangement proposed with the shareholders of the company,
>
> (i) the shareholders approve the arrangement by a special resolution…
>
> …
>
> (e) in respect of an arrangement proposed with any other persons, those persons approve the arrangement in the manner and to the extent required by the court.

39. As an extra-provincially registered company, Subco is an "other person" pursuant to the BCBCA. As Subco is a wholly owned subsidiary of ValOre organized solely for the purpose of effecting the Arrangement, no additional approvals or consents should be required.

United Flower Growers Co-Operative Association 2015 BCSC 1169, para 34

40. The Petitioners will rely on sections 237-247 and 288-299 of the BCBCA and Rules 2-1(2), 4-4, 8-1, 16-1 and 22-4(2) of the *Rules of Court*.

Part 4: MATERIAL TO BE RELIED ON

At the hearing of this Petition will be read the following:

1. Affidavit #1 of Jeffrey Dare sworn April 11, 2023; and

2. such further and other material as counsel may advise and this Honourable Court may allow.

The Petitioner estimates that the application will take 15 minutes.

Dated: April 11, 2023

Signature
Petitioners ☒ Lawyer for petitioner
Tevia Jeffries

THIS PETITION is prepared and delivered by Tevia Jeffries, of the firm Farris LLP, Barristers & Solicitors, whose place of business and address for service is 2500 – 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B3. Telephone: (604) 684-9151. Email: tjeffries@farris.com. Attention: **Tevia Jeffries**

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs ______ of Part 1 of this notice of application

☐ with the following variations and additional terms:

Date: ____________________ ____________________

Signature of

☐ Judge ☐ Master

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT OF VALORE METALS CORP., 5833 NUNAVUT LTD., AND LABRADOR URANIUM INC.

VALORE METALS CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE	)))))	The 13th day of April, 2023

ON THE APPLICATION of the Petitioner, ValOre Metals Corp. (the "**Company**"), dated April 11, 2023 without notice, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on April 13, 2023 and on hearing Tevia Jeffries, counsel for the Petitioner, and upon being informed that it is the intention of the parties to rely on section 3(a)(10) of the United States *Securities Act* of 1933, as amended (the "**U.S. Securities Act**"), and that the declaration of fairness of, and the approval of, the Arrangement by this Honourable Court will serve as the basis for an exemption from the registration requirements of the U.S. Securities Act pursuant to section 3(a)(10) thereof, for the issuance of securities in connection with the Arrangement:

THIS COURT ORDERS that:

Definitions

1. All capitalized terms used in this Interim Order, unless otherwise defined herein, shall have the respective meaning ascribed thereto in the Petition (including terms defined by reference therein).

The Meeting

2. The Company be permitted to convene, hold and conduct the special meeting (the "**Meeting**") of the registered holders of ValOre Shares at Suite 1020-800 West Pender Street, Vancouver, British Columbia, V6C 2V6 at [10:00 a.m.] (Vancouver Time) on May 12, 2023, or on such other date as may result from postponement or adjournment in accordance with this Interim Order and any further Order of this Court, to, *inter alia*, consider and, if deemed advisable, pass, with or without amendment, a special resolution (the "**Arrangement Resolution**"), authorizing, approving and agreeing to adopt a plan of arrangement (the "**Arrangement**") among the Petitioner, 5833 Nunavut Ltd., Labrador Uranium Inc. ("**LUR**"), and the ValOre Shareholders, as described in a plan of arrangement (the "**Plan of Arrangement**") which is attached as Schedule D to the draft management information circular of the Company (the "**Circular**") and which is attached as Exhibit A to the Affidavit #1 of Jeffrey Dare (the "**Dare Affidavit #1**"), and to transact such other business as may properly come before the Meeting.

3. The Meeting shall be called, held and conducted in accordance with the provisions of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), the Company's articles, applicable securities legislation and the Circular, all subject to the terms of this Interim Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

4. The record date (the "**Record Date**") for determination of the ValOre Shareholders entitled to notice of, to attend, and to vote at, the Meeting shall be the close of business on April 10, 2023. The Record Date will not change in respect of any adjournment of postponement of the Meeting without a further order of this Court.

Notice of Meeting

5. The following information (collectively, the "**Meeting Materials**"):

   (a) Notice of Annual General and Special Meeting of Shareholders;

   (b) Circular;

   (c) The Plan of Arrangement;

   (d) the Notice of Hearing of Petition;

   (e) Form of Proxy or Voting Information Form, as applicable; and

   (f) this Interim Order,

   in substantially the same form referred to in the Dare Affidavit #1, with such amendments and inclusions thereto as counsel for the Petitioners may advise are necessary or desirable, provided that such amendments and inclusions are not inconsistent with the terms of this Interim Order, shall be sent to:

(i) the registered ValOre Shareholders at the close of business on the Record Date, at least 21 days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

(A) by pre-paid ordinary or first class mail at the addresses of the ValOre Shareholders as they appear on the central securities register of the Company as at the close of business on the Record Date;

(B) by delivery, in person or by recognized courier service, to the address specified in (A) above; or

(C) by facsimile or electronic transmission to any ValOre Shareholder who has approved electronic delivery;

(ii) non-registered holders of ValOre Shares by providing sufficient copies of the Meeting Materials (including electronic copies thereof), as applicable, to intermediaries and registered nominees in accordance with the procedures prescribed by *National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting; and

(iii) the respective directors and auditors of the Company by delivery in person, by recognized courier service, by pre-paid ordinary or first-class mail or, by facsimile or electronic transmission, at least 21 days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting.

6. Good and sufficient notice of the Meeting for all purposes will be given by the Company by the sending of the Meeting Materials in accordance with paragraph 5 of this Interim Order. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and the Company shall not be required to send to the ValOre Shareholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA or otherwise.

7. The sending of the Meeting Materials, which includes the Notice of Hearing of Petition and the Interim Order (collectively the "**Court Materials**"), in accordance with paragraph 5 of this Interim Order shall constitute good and sufficient service of the Court Materials and the within proceedings and such service shall be effective on the business day after the Court Materials are mailed, whether those persons reside within the jurisdiction of British Columbia or within another jurisdiction, and no other form of service need be made and no other material, including the Petition and supporting Affidavits, need be served on such persons in respect of these proceedings except upon written request to the solicitors for the Petitioners at their address for delivery set out in the Petition.

8. Accidental failure or omission by the Company to give notice of the Meeting or to distribute the Meeting Materials or the Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Company, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor a defect in the calling of the Meeting, nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of the Company, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

9. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials or the Court Materials may be communicated, at any time prior to the Meeting, to the ValOre Shareholders by press release, news release or newspaper advertisement or by notice sent to the ValOre Shareholders by any of the means set forth in paragraph 5 of this Interim Order, as determined to be the most appropriate method of communication by the board of directors of the Company.

Amendments to the Arrangement and Plan of Arrangement

10. Subject to the terms and conditions of the Plan of Arrangement, after the date of this Interim Order and prior to the time of the Meeting, the Petitioner is authorized to make such amendments, revisions or supplements to the Plan of Arrangement, in accordance with the terms of the Arrangement Agreement, without any additional notice to the ValOre Shareholders, and the Plan of Arrangement as so amended, revised and supplemented shall be the Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

11. If any amendments, revisions or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 10 above would, if disclosed, reasonably be expected to affect a ValOre Shareholders' decision to vote for or against the Arrangement Resolution, notice of such amendment, revision or supplement shall be distributed, subject to further order of this Court, by news release, newspaper advertisement, or by notice sent to ValOre Shareholders by one of the methods specified in paragraph 5 of this Interim Order.

Updating Meeting Materials

12. Notice of any amendments, revisions, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Meeting, to the ValOre Shareholders by news release, newspaper advertisement, or by notice sent to ValOre Shareholders by one of the methods specified in paragraph 5 of this Interim Order, as determined to be the most appropriate method of communication by the Company.

Chair of the Meeting

13. The Chair of the Meeting shall be an officer or director of the Company or such other person as may be appointed by the ValOre Shareholders for that purpose.

14. The Chair of the Meeting is at liberty to call on the assistance of legal counsel of the Company at any time and from time to time, as the Chair of the Meeting may deem necessary or appropriate, during the Meeting, and such legal counsel is entitled to attend the Meeting for this purpose.

15. The only people entitled to attend the Meeting are the ValOre Shareholders and their duly appointed proxyholders, the officers, directors of the Company, auditors of the Company, the Company's legal and financial advisors, representatives of LUR, or other such persons as may be approved by the Chair of the Meeting.

16. The Chair of the Meeting shall be permitted to ask questions of, and demand the production of evidence, from ValOre Shareholders or such other persons in attendance or represented at the Meeting, as he, she, they or it considers appropriate having regard to the orderly conduct of the Meeting, the authority of any person to vote at the Meeting, and the validity and propriety of the votes cast and the proxies submitted in respect of the Arrangement Resolution.

17. The Chair of the Meeting may, in the Chair's sole discretion, waive the deadline specified in the Form of Proxy for the deposit of proxies, provided that if the Chair waives the deadline, the Chair must accept all proxies deposited after this deadline.

18. The Chair or another representative of the Company present at the Meeting shall, in due course after the Meeting, file with the Court an affidavit verifying the actions taken and the decisions reached at the Meeting with respect to the Arrangement.

Adjournments and Postponements

19. The Company, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting for any reason on one or more occasions, subject to the terms of the Arrangement Agreement, without the necessity of first convening the Meeting, or first obtaining any vote of the ValOre Shareholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by such method and in the time that is reasonable in the circumstances, as the Company may determine appropriate. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Quorum

20. A quorum for the Meeting is as set out in the Company's Articles, namely, one ValOre Shareholder present in person or represented by proxy.

Voting

21. The vote required to pass the Arrangement Resolution shall be the affirmative vote of at least 66⅔% of the votes cast by ValOre Shareholders present in person or represented by proxy and entitled to vote at the Meeting, which ValOre Shareholders are entitled to one vote for each ValOre Share held.

22. The only persons entitled to vote on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be the registered ValOre Shareholders who hold Existing ValOre Shares as of the close of business on the Record Date and their valid proxyholders as described in the Circular and as determined by the Chair of the Meeting and legal counsel to the Company. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions on one or more resolutions (including the Arrangement Resolution) shall be voted in favour of such resolution (including the Arrangement Resolution).

Solicitation of Proxies

23. The Company is authorized to permit the ValOre Shareholders to vote by proxy using the form of proxy (the "**Form of Proxy**"), substantially in the form of the draft attached to the Dare Affidavit #1, with such amendments, revisions or supplemental information as the Company may determine are necessary or desirable. The Company is authorized at its expense to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives, including proxy advisory firms, as they may retain for the purpose, by mail or such other forms of personal or electronic communication as it may determine. The Chair of the Meeting may waive generally, in its discretion, the time limits set for the deposit or revocation of proxies, if the Company considers it advisable to do so.

Dissent Rights

24. ValOre Shareholders will not be given the right to dissent in respect of the Arrangement Resolution and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the BCBCA do not apply to the Arrangement Resolution.

Application for Final Order

25. Upon obtaining, in the manner set forth in this Interim Order, the approval of the Arrangement required by this Interim Order, the Petitioner may apply to this Court for a final order approving the Arrangement contemplated by the Plan of Arrangement (the "**Final Order**"), which includes a finding of fairness of the terms and conditions of the Arrangement, and the hearing shall be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on May 17, 2023 at 9:45 a.m. (Vancouver time), or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct and in the manner directed by the Court.

26. The form of Notice of Hearing of Petition attached as Schedule "F" to the Circular is hereby approved as the form of Notice of Proceedings for such approval.

27. Any ValOre Shareholder may appear and make submissions at the application for the Final Order provided that such person shall file and deliver a Response to Petition and a copy of all affidavits or other materials upon which they intend to rely, in the form prescribed by the Rules of Court of the Supreme Court of British Columbia to the solicitors for the Petitioners at their address for delivery as set out in the Petition, on or before 4:00 p.m. (Vancouver time) on May 12, 2023, or as the Court may otherwise direct.

28. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraph 5 of this Interim Order will constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings. In particular, service of the Petition herein and the accompanying Affidavit and additional Affidavits as may be filed, is dispensed with.

29. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response to Petition in accordance with this Interim Order need to be served and provided with notice of the adjourned date.

Precedence

30. To the extent of any inconsistency or discrepancy between this Interim Order and the articles, the Circular, the BCBCA or applicable securities laws, this Interim Order shall govern.

Variance and Direction

31. The Petitioners shall, and hereby does, have liberty to seek leave to vary this Interim Order or apply for such further order or orders or to seek such directions as may be appropriate.

Extra-Territorial Assistance

32. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature
☐ Party ☒ Lawyer for the Petitioner
Tevia Jeffries

By the Court

Registrar

No.
Vancouver Registry

**IN THE SUPREME
COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57, AS AMENDED**

AND

**IN THE MATTER OF A PROPOSED ARRANGEMENT OF
VALORE METALS CORP., 5833 NUNAVUT LTD. AND LABRADOR URANIUM INC.**

VALORE METALS CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

TRJ/lf

File no.: 50387-1

FARRIS LLP
Barristers & Solicitors
2500 – 700 West Georgia Street
Vancouver, B.C. V7Y 1B3
Telephone: (604) 684-9151

Agent: D&D

SCHEDULE “G”
STOCK OPTION PLAN

(See attached)

VALORE METALS CORP.
(the “Company”)

STOCK OPTION PLAN

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STOCK OPTION PLAN

ARTICLE 1
PURPOSE

1.1 Purpose

The purpose of the Plan is to provide the Corporation with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants of the Corporation and its Subsidiaries, to reward such of those Executives, Employees and Consultants as may be granted Options under the Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation and to enable and encourage such Executives, Employees and Consultants to acquire Shares as long term investments and proprietary interests in the Corporation.

ARTICLE 2
INTERPRETATION

2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings:

"**Applicable Laws**" means the applicable laws and regulations and the requirements or policies of any governmental, regulatory authority, securities commission and stock exchange having authority over the Corporation or the Plan;

"**Black-Out**" means a restriction formally imposed by the Corporation, pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information, on all or any of its Participants whereby such Participants are prohibited from exercising, redeeming or settling their Options;

"**Board**" means the board of directors of the Corporation;

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Vancouver are open for commercial business during normal banking hours;

"**Cause**" means:

(a) unless the applicable Option Certificate states otherwise, with respect to any Employee, Officer or Consultant:

(i) if such Employee, Officer or Consultant is a party to an employment or service agreement with the Corporation or any of its Subsidiaries and such agreement provides for a definition of Cause, the definition contained therein; or

(ii) if no such agreement exists, or if such agreement does not define Cause, any act or omission that would entitle the Corporation to terminate the employment or service agreement of such Employee, Officer or Consultant, without notice or compensation under the common law for just cause, including, without in any way limiting its meaning under the common law: (A) the failure of the Employee, Officer or Consultant to carry out its duties properly or to comply with the rules, policies and practices of the Corporation or any of its Subsidiaries, as applicable; (B) a material breach of any agreement with the Corporation or any of its

Subsidiaries, as applicable, or a material violation of any written policy of the Corporation or any of its Subsidiaries, as applicable; (C) the indictment for or conviction of an indictable offence or any summary offence involving material dishonesty or moral turpitude; (D) a material fiduciary breach with respect to the Corporation or any of its Subsidiaries, as applicable; (E) fraud, embezzlement or similar conduct that results in or is reasonably likely to result in harm to the reputation or business of the Corporation or any of its Subsidiaries; or (F) gross negligence or willful misconduct with respect to the Corporation or any of its Subsidiaries; and

(b) with respect to any Director, the removal of a Director before the expiration of his or her term of office by any method permitted by the Corporation's Articles;

"**Change of Business**" has the meaning attributed thereto in Policy 5.2 – *Change of Business and Reverse Takeovers*, as amended from time to time, of the TSXV Manual;

"**Change in Control**" means the occurrence of any one or more of the following events:

(a) the direct or indirect acquisition or conversion from time to time of more than 50% of the issued and outstanding Shares, in aggregate, by a Person or group of Persons acting in concert, other than through an employee share purchase plan or employee share ownership plan;

(b) a change in the composition of the Board which results in the majority of the directors of the Corporation not being individuals nominated by the Corporation's then incumbent directors; or

(c) a merger, amalgamation, arrangement or reorganization of the Corporation with one or more corporations as a result of which, immediately following such event, the shareholders of the Corporation as a group, as they were immediately prior to such event, hold less than a majority of the outstanding Voting Shares of the surviving corporation;

"**Committee**" has the meaning set forth in Section 3.2;

"**Company**" means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

"**Consultant**" means:

(a) a Person (other than an Executive or Employee) that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its Subsidiaries, other than services provided in relation to a distribution of securities (as defined under Applicable Laws);

(ii) provides the services under a written contract between the Corporation or any of its Subsidiaries and the individual or the Company, as the case may be; and

(iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or of any of its Subsidiaries, or

(b) an individual (other than a Director, Officer or Employee) employed by a Company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation;

"**Corporate Policies**" means any of the policies of the Corporation;

"**Corporation**" means **ValOre Metals Corp.**;

"**Date of Grant**" means, for any Option, the date specified by the Plan Administrator at the time it grants the Option (which, for greater certainty, shall be no earlier than the date on which the Board meets or otherwise acts for the purpose of granting such Option) or if no such date is specified, the date upon which the Option was granted;

"**Director**" means a director (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;

"**Disabled**" or "**Disability**" means a physical injury or mental incapacity of a nature which the Plan Administrator determines prevents or would prevent the Participant from satisfactorily performing the substantial and material duties of his or her position with the Corporation or any of its Subsidiaries;

"**Effective Date**" means the date the Plan becomes effective, which shall be upon receipt of all shareholder and regulatory approvals;

"**Employee**" means an individual who:

(a) is considered an employee of the Corporation or any of its Subsidiaries under the Tax Act and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;

(b) works full-time for the Corporation or any of its Subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any of its Subsidiaries over the details and methods of work as an employee of the Corporation or of a Subsidiary of the Corporation, as the case may be, but for whom income tax deductions are not made at source; or

(c) works for the Corporation or any of its Subsidiaries on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any of its Subsidiaries over the details and methods of work as an employee of the Corporation or any of its Subsidiaries;

"**Exercise Notice**" means the written notice of the exercise of an Option, in the form set out in the Option Certificate (or in such other form as may be approved by the Plan Administrator, duly executed by the Participant;

"**Exercise Period**" means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided,

however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained;

"**Exercise Price**" means the price at which an Option is exercisable as determined in accordance with Section 4.5;

"**Expiry Date**" means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with Sections 4.10, 5.1, 7.2, or Article 6;

"**Expiry Time**" means the time the Option expires on the Expiry Date, which is 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date;

"**Exchange**" means the TSXV and any other exchange on which the Shares are or may be listed from time to time;

"**Executive**" means an individual who is a Director or Officer;

"**Good Reason**" means any one or more of the following events occurring following a Change in Control and without the Participant's written consent:

(a) the Participant is placed in a position of lesser stature than its current position and, is assigned duties that would result in a material change in the nature or scope of powers, authority, functions or duties inherent in such a position immediately prior to the Change in Control;

(b) a material decrease in the Participant's base salary or a material decrease in the Participant's short-term incentive grants, long-term incentive grants, benefits, vacation or other compensation;

(c) a requirement that the Participant relocate to a location greater than 40 kilometers from the Participant's primary work location immediately prior to the Change in Control; or

(d) any action or event that would constitute constructive dismissal of the Participant at common law;

"**Insider**" means:

(a) a Director or senior officer of the Corporation;

(b) a Director or senior officer of a Company that is an Insider or a Subsidiary of the Corporation;

(c) a Person that beneficially owns or controls, directly or indirectly, Voting Shares of the Corporation carrying more than 10% of the voting rights attached to the Voting Shares of the Corporation; or

(d) the Corporation itself if it holds any of its own securities;

"**Investor Relations Service Providers**" has the meaning attributed thereto in Policy 4.4;

"**Market Price**" means the market value of the Shares as determined in accordance with Section 4.5;

"**Officer**" means an officer (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;

"**Option**" means an incentive share purchase option granted pursuant to the Plan entitling a Participant to purchase Shares of the Corporation;

"**Option Certificate**" means a certificate issued by the Corporation in the form or any one of the forms approved by the Plan Administrator, evidencing the terms and conditions on which an Option has been granted under the Plan and which need not be identical to any other such certificates;

"**Outstanding Options**" has the meaning ascribed to it in Section 3.7;

"**Participant**" means an Executive, Employee or Consultant to whom an Option has been granted under the Plan;

"**Person**" includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

"**Personal Representative**" means: (i) in the case of a deceased Participant, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and (ii) in the case of a Participant who, for any reason, is unable to manage his or her affairs, the Person entitled by law to act on behalf of such Participant;

"**Plan**" means this Option Plan, as may be amended from time to time;

"**Plan Administrator**" means the Board, or if the administration of the Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

"**Policy 4.4**" means in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

"**Prior Plan**" means the Corporation's prior stock option plan;

"**Regulatory Approvals**" means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of the Plan or for the Options granted from time to time hereunder;

"**Regulatory Authorities**" means all Exchanges and all securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation, the Plan or the Options granted from time to time hereunder;

"**Reorganization**" has the meaning attributed thereto in Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets*, as amended from time to time, of the TSXV Manual;

"**Reverse Takeover**" has the meaning attributed thereto in Policy 5.2 – *Change of Business and Reverse Takeovers*, as amended from time to time, of the TSXV Manual;

"**Securities Act**" means the *Securities Act* (British Columbia, RSBC 1996, c. 418 as from time to time amended;

"**Security Based Compensation Arrangement**" for the purposes of the Plan means any option, share option plan, share incentive plan, employee share purchase plan where the Corporation provides any financial assistance or matching mechanism, stock appreciation right or any other compensation or incentive mechanism involving the issuance or potential issuance of securities from the Corporation's treasury to Executives, Employees or Consultants, but for greater certainty does not involve compensation arrangements which do not involve the issuance or potential issuance of securities from the Corporation's treasury or arrangements under which compensation arrangements are settled solely in cash and/or securities purchased on the secondary market;

"**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to a Company;

"**Share**" means one (1) common share in the capital of the Corporation as constituted on the Effective Date or after an adjustment contemplated by Article 7, such other shares or securities to which the holder of an Option may be entitled as a result of such adjustment;

"**Shareholder Approval**" means approval by the Corporation's shareholders in accordance with the polices of the Exchange;

"**Subsidiary**" has the meaning attributed thereto in the Securities Act;

"**Tax Act**" means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

"**Termination Date**" means (i) the date designated by the Participant and the Corporation or a Subsidiary of the Corporation in a written employment agreement, or other written agreement between the Participant and Corporation or a Subsidiary of the Corporation, or (ii) if no written agreement exists, the date designated by the Corporation or a Subsidiary of the Corporation, as the case may be, on which a Participant ceases to be an employee of the Corporation or a Subsidiary of the Corporation or ceases to provide services to the Corporation or a Subsidiary of the Corporation, as the case may be, provided that, in the case of termination of employment or termination of services by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and "Termination Date" specifically does not mean the date of termination of any period of reasonable notice that the Corporation or a Subsidiary of the Corporation, as applicable, may be required by law to provide to the Participant;

"**Triggering Event**" means:

(a) the proposed dissolution, liquidation or wind-up of the Corporation;

(b) a proposed Change in Control;

(c) the proposed sale or other disposition of all or substantially all of the assets of the Corporation; or

(d) a proposed material alteration of the capital structure of the Corporation which, in the opinion of the Plan Administrator, is of such a nature that it is not practical or feasible to make adjustments to the Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect;

"**TSXV**" means the TSX Venture Exchange;

"**TSXV Manual**" means the TSXV Corporate Finance Manual;

"**Vested**" means a portion of the Option granted to the Participant which is available to be exercised by such Participant at any time and from time to time;

"**Voting Share"** means a security of a Company that:

(a) is not a debt security; and

(b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing; and

"**VWAP**" means the volume-weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of the Shares traded for the five trading days immediately preceding the exercise of the subject Option, provided that the TSXV may exclude internal crosses and certain other special terms trades from the calculation.

2.2 Interpretation

(a) Whenever the Plan Administrator exercises discretion in the administration of the Plan, the term "discretion" means the sole and absolute discretion of the Plan Administrator.

(b) As used herein, the terms "Article", "Section" and "clause" mean and refer to the specified Article, Section and clause of the Plan, respectively.

(c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.

(d) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.

(e) Unless otherwise specified, all references to money amounts are to Canadian currency.

(f) The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

ARTICLE 3
ADMINISTRATION

3.1 Administration

Subject to and consistent with the terms of the Plan, Applicable Laws and the provisions of any charter adopted by the Board with respect to the powers, authority and operation of the Committee (as amended from time to time), the Plan will be administered by the Plan Administrator, and the Plan Administrator has sole and complete authority, in its discretion, without limitation, to:

(a) determine the Persons who are eligible to be Participants in accordance with Section 3.4;

(b) make grants of Options under the Plan relating to the issuance of Shares in such amounts, to such Participants and, subject to the provisions of the Plan, on such terms and conditions as it determines including without limitation:

(i) the time or times at which Options may be granted, including the applicable Date of Grant

(ii) the conditions under which an Option or any portion thereof may be granted to a Participant including, without limitation, the Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option):

(iii) the consequences of a termination with respect to an Option;

(iv) the number of Shares subject to each Option;

(v) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Option, and the nature of such restrictions or limitations, if any; and

(vi) any acceleration of exercisability or vesting, or waiver of termination regarding any Option, based on such factors as the Plan Administrator may determine;

(c) establish the form or forms of the Option Certificate and Exercise Notice;

(d) amend the terms of any Option, subject to and in accordance with the terms and conditions of the Plan;

(e) cancel, amend, adjust or otherwise change any Option under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of the Plan, including but not limited to:

(i) allowing non-Vested Options to be treated as Vested upon termination of employment or service of a Participant, as to any or all of termination, death or Disability;

(ii) providing that the Options with respect to certain classes, types or groups of Participants will have different acceleration, forfeiture, termination, continuation or other terms than other classes, types or groups of Participants;

(iii) providing for the continuation of any Option for such period which is not longer than 12 months from the Termination Date or 12 months from the date of death or Disability of the Participant, and upon such terms and conditions as are determined by the Plan Administrator in the event that a Participant ceases to be an Executive, Employee or Consultant, as the case may be;

(iv) providing that Vested Options may be exercised for periods longer or different from those set forth in the Plan, subject to the applicable rules of the Exchange; and

(v) setting any other terms for the exercise or termination of an Option upon termination of employment or service;

(f) construe and interpret the Plan and all Option Certificates;

(g) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Price of the Shares;

(h) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;

(i) determine whether, to what extent, and under what circumstances an Option may be exercised in cash, through a cashless exercise or through net exercise pursuant to Section 4.8;

(j) determine the duration and purposes of leaves of absence from employment or engagement by the Corporation which may be granted to Participants without constituting a termination of employment or engagement for purposes of the Plan;

(k) authorize Persons to execute such documents and instruments as may be necessary to carry out the purposes of the Plan and grants of Options from time to time hereunder;

(l) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan; and

(m) make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan.

3.2 **Delegation to Committee**

(a) The initial Plan Administrator shall be the Board.

(b) To the extent permitted by Applicable Law, the Board may, from time to time, delegate to a committee of the Corporation (the "**Committee**"), consisting of not less than two of its members, all or any of the powers conferred on the Plan Administrator pursuant to the Plan, including the power to sub-delegate to any specified Directors or Officers all or any of the powers delegated by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

(c) In the event the Board delegates to the Committee all or any of the powers conferred on the Plan Administrator pursuant to the Plan, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party. Any decision made or action taken by the Committee or any sub-delegate arising out of or in connection with the administration or interpretation of the Plan in this context is final and conclusive and binding on the Corporation and all affiliates of the Corporation, all Participants and all other Persons.

3.3 **Determinations Binding**

Any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration interpretation

of the Plan is final, conclusive and binding on all affected Persons, including the Corporation and any of its Subsidiaries, the affected Participants and their Personal Representatives, any shareholder of the Corporation and all other Persons.

3.4 **Eligibility**

Subject to the discretion of the Plan Administrator, all Executives, Employees and Consultants are eligible to participate in the Plan. Participation in the Plan is voluntary and eligibility to participate does not confer upon any Executive, Employee or Consultant any right to receive any grant of an Option pursuant to the Plan. In addition, in order to be eligible to receive Options, in the case of Employees and Consultants, the Option Certificate to which they are a party must contain a representation of the Corporation and of such Employee or Consultant, as the case may be, that such Employee or Consultant is a bona fide Employee or Consultant of the Corporation or a Subsidiary of the Corporation, as the case may be. Options may be granted to a Company that is wholly-owned by an individual Executive, Employee or Consultant.

For clarity, Investor Relations Service Providers may not be granted any other Security Based Compensation Arrangements except for Options under the Plan.

3.5 **Board Requirements**

Any Option granted under the Plan shall be subject to the requirement that, if at any time the Corporation shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Option upon any securities exchange or under any Applicable Laws of any jurisdiction, or the consent or approval of the Exchange and any securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation is necessary as a condition of, or in connection with, the grant or exercise of such Option or the issuance or purchase of Shares thereunder, such Option may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval. Participants shall, to the extent applicable, cooperate with the Corporation in complying with such legislation, rules, regulations and policies.

3.6 **Liability Limitation and Indemnification**

No member of the Board or the Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Option Certificate or any Option granted hereunder.

3.7 **Total Shares Subject to Options**

Subject to adjustment pursuant to Article 7, the number of Shares hereby reserved for issuance to Participants under the Plan shall not exceed 10% of the number of Shares which are issued and outstanding on the particular date of grant of Options. There are **11,700,000** Options (the "**Outstanding Options**") outstanding on the date hereof which were granted under the Prior Plan, which will remain in full force and effect in accordance with their terms. The number of Shares issuable upon exercise of the Outstanding Options shall be included in the calculation of the maximum number of Shares issuable pursuant to Options. Any Shares subject to an Option which has been granted under the Plan and which has been cancelled, terminated, surrendered, forfeited or expired without having been exercised as provided for in the Plan shall again be available under the Plan.

3.8 Limits on Options

Notwithstanding anything in the Plan, if the Corporation is listed on the TSXV, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSXV:

(a) unless disinterested Shareholder Approval is obtained in accordance with the policies of the TSXV (or unless permitted otherwise by the policies of the TSXV):

(i) the maximum number of Shares that may be issued to any one Participant (and where permitted pursuant to the policies of the TSXV, any Company that is wholly-owned by the Participant) under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 5% of the issued Shares calculated on the Date of Grant;

(ii) the maximum number of Shares that are issuable pursuant to all the Corporation's Security Based Compensation Arrangements granted or issued in any 12-month period to Insiders (as a group) must not exceed 10% of the issued Shares, calculated as at the date any security based compensation of the Corporation is granted or issued to any Insider; and

(iii) the maximum number of Shares that are issuable pursuant to all the Corporation's Security Based Compensation Arrangements granted or issued to Insiders (as a group) must not exceed 10% of the issued Shares at any point in time;

(b) the maximum number of Shares that may be issued to any one Consultant under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 2% of the issued Shares calculated on the Date of Grant;

(c) the maximum number of Shares issuable pursuant to Options which may be granted within any 12-month period to Investor Relations Service Providers (as a group) must not exceed 2% of the issued Shares calculated on the Date of Grant;

(d) Options granted to Investor Relations Service Providers must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period; and

(e) any Options granted to a Participant who ceases to be a Participant under the Plan for any reason whatsoever shall terminate at a date no later than 12 months from the date such Participant ceases to be a Participant under the Plan.

3.9 Option Certificates

Each Option under the Plan will be evidenced by an Option Certificate. Each Option Certificate will be subject to the applicable provisions of the Plan and will contain such provisions as are required by the Plan and any other provisions that the Plan Administrator may direct.

3.10 Non-transferability of Options

Except to the extent that certain rights may pass to a beneficiary or Personal Representative upon death of a Participant by will or as required by law, no Option is assignable or transferable.

3.11 **Resale Restrictions**

Any Shares issued by the Corporation upon exercise or settlement of an Option are subject to any resale and trading restrictions in effect pursuant to Applicable Laws and the policies of the Exchange, and the Corporation shall be entitled to place any restriction or legend on any certificates representing such Shares accordingly. Any Option Certificate will bear the following legend, if required pursuant to the policies of the TSXV:

> "Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate, and any securities issued upon exercise hereof, may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [**Insert date that is four months and one day after the date of the grant of the Option will be inserted**]."

Any certificate representing Shares issued pursuant to an exercise of an Option before the date that is four month and one day after the date of grant of an Option will bear the following legend, if required pursuant to the policies of the TSXV:

> "Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [**Insert date that is four months and one day after the date of the grant of the Option will be inserted**]."

ARTICLE 4
OPTIONS

4.1 **Granting of Options**

The Plan Administrator may, from time to time, subject to Corporate Policies, the provisions of the Plan and such other terms and conditions as the Plan Administrator may determine, grant Options to any Participant, and in doing so, may, without limitation, in its discretion, (a) designate the Participants who may receive Options under the Plan, (b) fix the number of Options to be granted to each Participant and the date or dates on which such Options shall be granted, and (c) determine the relevant conditions and vesting schedules in respect of any Options.

4.2 **Options Account**

All Options received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation as of the Date of Grant. The terms and conditions of each Option grant shall be evidenced by an Option Certificate.

4.3 **Exercise Period of Options**

Subject to Sections 4.10, 5.1, and 7.4 and Article 6, the Date of Grant and the Expiry Date of an Option shall be the dates fixed by the Plan Administrator at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option, provided that the duration of such Option will not exceed the maximum term permitted by each organized trading facility on which the Shares are listed, being 10 years for the TSXV from the Date of Grant of such Option (subject to extension where the Expiry Date

is within a Black-Out period pursuant to Section 5.1).

4.4 Number of Shares under an Option

The number of Shares which may be purchased pursuant to an Option shall be determined by the Plan Administrator and shall be set out in the Option Certificate issued in respect of the Option.

4.5 Exercise Price of an Option

The Exercise Price at which a Participant may purchase a Share upon the exercise of an Option shall be determined by the Plan Administrator and shall be set out in the Option Certificate issued in respect of the Option. The Exercise Price shall not be less than the Market Price of the Shares as of the Date of Grant. The Market Price of the Shares for a particular Date of Grant shall be determined as follows:

(a) for each organized trading facility on which the Shares are listed, Market Price will be:

(i) the closing trading price of the Shares on the day immediately preceding the issuance of the news release announcing the grant of the Option, or

(ii) if, in accordance with the policies of the TSXV, the Corporation is not required to issue a news release to announce the grant and exercise price of the Option, the closing trading price of the Shares on the day immediately preceding the Date of Grant,

and may be less than this price if it is within the discounts permitted by the applicable Regulatory Authorities;

(b) if the Shares are listed on more than one organized trading facility, the Market Price shall be the Market Price as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Plan Administrator, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;

(c) if the Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Grant Date, then the Market Price will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Plan Administrator; and

(d) if the Shares are not listed on any organized trading facility, then the Market Price will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Plan Administrator to be the fair value of the Shares, taking into consideration all factors that the Plan Administrator deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length.

Notwithstanding anything else contained herein, in no case will the Market Price be less than the minimum prescribed by each of the organized trading facilities that would apply to the Corporation on the Date of Grant in question.

4.6 Vesting of Options and Acceleration

Subject to the limitations in Section 3.8 and all Applicable Laws, the vesting schedule for an Option, if any, shall be determined by the Plan Administrator and shall be set out in the Option Certificate issued in respect of the Option. The Plan Administrator may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Participant under Section 8.2 of the Plan. Notwithstanding the foregoing, if the Corporation is listed on the TSXV, no acceleration to the vesting schedule of one or more Options granted to an Investor Relations Service Provider can be made without the prior written acceptance of the TSXV.

4.7 Additional Terms

Subject to all Applicable Laws and all necessary Regulatory Approvals, the Plan Administrator may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of the Plan and the records of the Corporation shall prevail over the terms and conditions in the Option Certificate.

4.8 Exercise of Options

An Option may be exercised only by the Participant or the Personal Representative of any Participant. A Participant or the Personal Representative of any Participant may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering to the Plan Administrator the required Exercise Notice, the applicable Option Certificate and one of following forms of consideration, subject to Applicable Laws:

(a) *Cash Exercise* - Consideration may be paid by a Participant sending a wire transfer, certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option.

(b) *Cashless Exercise* - Subject to approval from the Plan Administrator and further subject to the Shares being traded on the Exchange, consideration may be paid by a Participant as follows: (i) a brokerage firm loans money to the Participant in order for the Participant to exercise Options to acquire the underlying Shares (the "**Loan**"); (ii) the brokerage firm then sells a sufficient number of Shares to cover the Exercise Price of the Options that were exercised by the Participant in order to repay the Loan; and (iii) the brokerage firm receives an equivalent number of Shares from the exercise of the Options and the Participant receives the balance of the Shares or the cash proceeds from the balance of such Shares.

(c) *Net Exercise* - Subject to approval from the Plan Administrator and further subject to the Shares being traded on the Exchange, consideration may be paid by reducing the number of Shares otherwise issuable under the Options such that, in lieu of a cash payment to the Corporation, a Participant, excluding Investor Relations Service Providers, only receives the number of Shares that is equal to the quotient obtained by dividing: (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the Exercise Price of the subject Options, by (ii) the VWAP of the underlying Shares. The number of Shares delivered to the Participant may be further reduced to satisfy applicable tax withholding obligations pursuant to Section 5.2. In the event of a net exercise, the number of Options exercised, surrendered or converted, and not

the number of Shares issued, must be included in calculating the limits set forth in Sections 3.7 and 3.8.

4.9 **Issue of Share Certificates or Direct Registration Statements**

As soon as reasonably practicable following the receipt of the Exercise Notice, the Plan Administrator shall cause to be delivered to the Participant a certificate or direct registration statement for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Plan Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option, being the number of Shares subject to the Option Certificate surrendered less the number of Shares purchased and, if applicable, the number of Options exercised, surrendered or converted in accordance with Section 4.8(c), to the Participant concurrent with delivery of the certificate or direct registration statement for the Shares.

4.10 **Termination of Options**

Subject to such other terms or conditions that may be attached to Options granted hereunder, a Participant may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option shall be the earlier of the date so fixed by the Plan Administrator at the time the Option is granted as set out in the Option Certificate and the date established, if applicable, pursuant to Article 6.

ARTICLE 5
ADDITIONAL OPTION TERMS

5.1 **Black-Out Period**

If the Expiry Date for an Option occurs during the Black-Out period, then, notwithstanding any other provision of the Plan, the Option shall be extended no more than ten Business Days after the date the Black-Out is lifted by the Corporation, unless the delayed expiration would result in tax penalties or the Participant or the Corporation is subject to a cease trade order in respect of the Corporation's securities.

5.2 **Withholding Taxes**

The granting, vesting or exercise of each Option under the Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or exercise, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or a Subsidiary of the Corporation is obliged to remit to the relevant taxing authority in respect of the granting, vesting or exercise of the Option. Any such additional payment is due no later than the date on which such amount with respect to the Option is required to be remitted to the relevant tax authority by the Corporation or a Subsidiary of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law, the Corporation may (a) withhold such amount from any remuneration or other amount payable by the Corporation or a Subsidiary of the Corporation to the Participant, (b) require the sale of a number of Shares issued upon exercise or vesting of such Option and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount or (c) enter into any other suitable arrangements for the receipt of such amount. If the Corporation is listed on the TSXV, the Corporation will ensure that any tax withholding made by the Corporation under the Plan is conducted in compliance with Policy 4.4.

Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Options granted under the Plan, whether arising as a result of the grant or payment in respect of the Option or otherwise. The Corporation, the Plan Administrator and the Board make no guarantees to any Person regarding the tax treatment of an Option or issuances of Shares and none of the Corporation, the Board, the Plan Administrator or any of the Executives, Employees, Consultants, agents, advisors or representatives of the Corporation or the Subsidiary of the Corporation shall have any liability to a Participant with respect thereto.

5.3 **Recoupment**

Notwithstanding any other terms of the Plan, Options may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or a Subsidiary of the Corporation and in effect at the Date of Grant of the Option, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 5.3 to any Participant or category of Participants.

5.4 **No Other Benefit**

(a) No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share or the value of any Option granted, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

(b) The Corporation makes no representations or warranties to Participants with respect to the Plan or any Options whatsoever. Participants are expressly advised that the value of any Options issued pursuant to the Plan will fluctuate as the trading price of the Shares fluctuates.

(c) In seeking the benefits of participation in the Plan, the Participant shall exclusively accept all risks associated with a decline in the trading price of the Shares and all other risks associated with the holding of any Options.

ARTICLE 6
TERMINATION OF EMPLOYMENT OR SERVICES

6.1 **Termination of Participant**

Subject to Article 7 and unless otherwise determined by the Plan Administrator or as set forth in an Option Certificate:

(a) where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation for Cause, then each Option held by the Participant that has not Vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date. The Plan Administrator, in its discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause. In addition, where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation for Cause, the Plan Administrator may, in its discretion, determine that all Options held by the Participant that have Vested as of the Termination Date shall immediately become forfeited, cancelled, null and void, failing which, all Options held by the Participant that have Vested as of the Termination Date shall be exercisable in accordance with Section 4.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and

(iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period;

(b) where a Participant ceases to hold office or his or her position, as applicable, by reason of voluntary resignation by the Participant, then each Option held by the Participant that has not Vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date. All Options held by the Participant that have Vested as of the Termination Date shall be exercisable in accordance with Section 4.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period;

(c) where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation without Cause (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice); then:

(i) subject to Section 4.6, a portion of any Options held by the Participant that are not yet Vested shall immediately vest, with such portion to be equal to the number of unvested Options multiplied by a fraction the numerator of which is the number of days between the Date of Grant and the Termination Date and the denominator of which is the number of days between the Date of Grant and the date the unvested Options were originally scheduled to vest. For clarity and by way of example, if a Participant's employment is terminated 400 days following the Date of Grant and unvested Options were originally scheduled to vest 600 days from the Date of Grant, two-thirds of the unvested Options will immediately vest;

(ii) subject to Section 6.1(c)(i)**,** any Options held by the Participant that are not yet Vested at the Termination Date after the application of Section 6.1(c)(i) shall be immediately forfeited to the Corporation; and

(iii) any Options held by the Participant that have Vested as of the Termination Date or Vested pursuant to Section 6.1(c)(i) shall be settled in accordance with Section 4.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period;

(d) notwithstanding that such date may be prior to the Termination Date, a Participant's eligibility to receive further grants of Options under the Plan ceases as of the date that: (i) the Corporation or a Subsidiary of the Corporation, as the case may be, provides the Participant with written notification that the Participant's employment or services are terminated in the circumstances contemplated by this Section 6.1, or (ii) the Participant provides the Corporation or a Subsidiary of the Corporation, as the case may be, with written notification of the Participant's voluntary resignation;

(e) unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, Options shall not be affected by a change of employment agreement or arrangement, or directorship within or among the Corporation or a Subsidiary of the

Corporation for so long as the Participant continues to be an Executive, Employee or Consultant, as applicable, of the Corporation or a Subsidiary of the Corporation.

6.2 **Leave of Absence**

If a Participant is on sick leave or other bona fide leave of absence, such Participant shall continue to be deemed a "Participant" for the purposes of an outstanding Option during the period of such leave, provided that it does not exceed 90 days (or such longer period as may be determined by the Plan Administrator in its discretion). If the period of leave exceeds 90 days (or such longer period as may be determined by the Plan Administrator in its discretion), the relationship shall be deemed to have been terminated by the Participant voluntarily on the 91st day (or the first day immediately following any period of leave in excess of 90 days as approved by the Plan Administrator) of such leave, unless the Participant's right to reemployment or reengagement of services with the Corporation or a Subsidiary of the Corporation, as applicable, is guaranteed by statute or contract.

6.3 **Death or Disability**

Subject to Section 4.6, where a Participant's employment or services are terminated by reason of the death of the Participant or the Participant becomes Disabled, then each Option held by the Participant that has not Vested as of the date of the death or Disability, as applicable, of such Participant shall vest on such date, and be exercisable in accordance with Section 4.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; and (ii) first anniversary of the date of the death or Disability of the Participant. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period. A Participant's eligibility to receive further grants of Options under the Plan ceases as of the date of the death or Disability of the Participant.

6.4 **Discretion to Permit Acceleration**

Notwithstanding the provisions of this Article 6, subject to Sections 3.8(d) and 4.6 and any necessary Regulatory Approvals, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in Article 6, permit the acceleration of vesting of any or all Options, all in the manner and on the terms as may be authorized by the Plan Administrator, and if such discretion is taken and the vesting of any or all Options occurs, then such Options will be exercised in accordance with Section 4.8.

ARTICLE 7
EVENTS AFFECTING THE CORPORATION

7.1 **Change in Control**

Subject to any necessary Regulatory Approvals:

(a) Unless determined otherwise by the Plan Administrator, if within 12 months following the completion of a transaction resulting in a Change in Control, (i) a Participant's employment or directorship is terminated by the Corporation or a Subsidiary of the Corporation without Cause or (ii) a Participant resigns for Good Reason, without any action by the Plan Administrator, the vesting of all Options held by such Participant shall immediately accelerate and vest on the date of such Participant's termination or resignation for Good Reason and the Options shall be exercisable in accordance with Section 4.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination

Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period.

(b) Notwithstanding Section 7.1(a), the Plan Administrator may, without the consent of any Participant, and subject to prior TSXV acceptance pursuant to Section 8.2(a), as applicable, take such steps as it deems necessary or desirable in connection with a Change in Control, including, without limitation, to cause: (i) the conversion or exchange of any outstanding Options into or for, rights or other securities of substantially equivalent value (or greater value), as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Options to vest and become realizable, or payable; (iii) restrictions applicable to an Option to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control; (iv) the termination of an Option in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the settlement of such Option or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the settlement of such Option or realization of the Participant's rights, then such Option may be terminated by the Corporation without payment); (v) the replacement of such Option with other rights or property selected by the Board in its discretion; or (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 7.1(a), the Plan Administrator will not be required to treat all Options similarly in the transaction.

7.2 **Triggering Events**

Subject to any necessary Regulatory Approvals and notwithstanding any other provisions of the Plan or any Option Certificate, the Plan Administrator may, without the consent of the Participant in question cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event, provided that the Corporation must give written notice to the Participant in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Participant the opportunity to exercise the Vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Corporation proposes to terminate shall become immediately exercisable. Notwithstanding the foregoing, if the Corporation is listed on the TSXV, no acceleration to the vesting schedule of one or more Options granted to an Investor Relations Service Provider can be made without the prior written acceptance of the TSXV.

7.3 **Reorganization of Corporation's Capital**

Should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control, or in the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control, that would warrant the amendment or replacement of any existing Options in order to adjust the number of Shares that may be acquired on the vesting of outstanding Options and/or the terms of any Option in order to preserve proportionately the rights and obligations of the Participants holding such Options, the Plan Administrator may, subject to the prior approval of the Exchange, if required, authorize such steps to be taken as it may consider to be equitable

and appropriate to that end, including, but not limited to, permitting the immediate vesting of any unvested Options and amending the Exercise Price payable per Share. For greater certainty, neither this Section 7.3 nor any other provision in the Plan permit a Participant to receive additional security based compensation in lieu of dividends declared by the Corporation.

7.4 **Assumptions of Options in Acquisitions**

Notwithstanding any other provision of the Plan, in connection with a Reverse Takeover, a Change of Business, a Reorganization or an acquisition pursuant to Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets* of the TSXV Manual, subject to prior TSXV acceptance, security based compensation of a target Company may be cancelled and replaced with substantially equivalent Options under the Plan without shareholder approval, provided that the rules of the TSXV are complied with.

7.5 **No Restriction on Action**

The existence of the Plan and of any Options granted hereunder shall not affect, limit or restrict in any way the right or power of the Corporation, the Board or the Corporation's shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise. No Participant or any other Person shall have any claim against any member of the Committee or the Corporation or any Employees, Officers or agents of the Corporation as a result of any such action.

7.6 **Issue by Corporation of Additional Shares**

Except as expressly provided in this Article 7, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Options.

7.7 **Fractions**

No fractional Shares will be issued pursuant to an Option. Accordingly, if, as a result of any adjustment under this Article 7, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares (rounded down to the nearest whole number) and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

ARTICLE 8
AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

8.1 **Discretion of the Plan Administrator**

Subject to any Regulatory Approvals, including, where required, the approval of the TSXV and to Section 8.2, the Plan Administrator may, from time to time, without notice to or approval of the Participants or of the shareholders of the Corporation, amend, modify, change, suspend or terminate the Plan or any Options granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that, no such amendment, modification, change, suspension or termination of the Plan or any Options granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such

adjustment is required or desirable in order to comply with any Applicable Laws or Exchange requirements or as otherwise set out in the Plan.

8.2 Amendment of Option or Plan

Notwithstanding Section 8.1 and subject to any rules of the Exchange, if the Corporation is listed on the TSXV, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSXV:

(a) any adjustment to Options, other than in connection with a security consolidation or security split, is subject to the prior acceptance of the TSXV and the issuance of a news release by the Corporation outlining the terms thereof;

(b) any amendment to the Plan is subject to the prior acceptance of the TSXV, except for amendments to: (i) reduce the number of Shares that may be issued under the Plan, (ii) increase the Exercise Price of Options, or (iii) cancel Options;

(c) subject to any rules of the TSXV, approval of shareholders of the Corporation shall be required for any amendment to the Plan except for amendments to: (i) fix typographical errors, and (ii) clarify existing provisions of the Plan and which do not have the effect of altering the scope, nature and intent of such provisions; and

(d) any reduction in the Exercise Price of an Option, or extension to the Expiry Date of an Option, held by an Insider at the time of the proposed amendment is subject to disinterested shareholder approval in accordance with the policies of the TSXV and the issuance of a news release by the Corporation outlining the terms thereof.

ARTICLE 9
MISCELLANEOUS

9.1 Legal Requirement

The Corporation is not obligated to grant any Options, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

9.2 Rights of Participant

No Participant has any claim or right to be granted an Option and the granting of any Option is not to be construed as giving a Participant a right to remain as an Executive, Employee or Consultant of the Corporation or a Subsidiary of the Corporation. Neither the Participant nor such Participant's Personal Representatives shall have any rights whatsoever as a shareholder of the Corporation in respect of Shares issuable pursuant to any Option until the allotment and issuance to such Participant or the liquidator, executor or administrator, as the case may be, of the estate of such Participant, of certificates representing such Shares (or in the case of Shares issued in uncertificated form, receipt of evidence of a book position on the register of the shareholders of the Corporation maintained by the transfer agent and registrar of the Corporation).

9.3 Conflict

In the event of any conflict between the provisions of the Plan and the provisions of an Option Certificate, an employment agreement or another written agreement between the Corporation or a Subsidiary of the Corporation and a Participant, the provisions of the Plan shall govern.

9.4 Anti-Hedging Policy

By accepting the Option, each Participant acknowledges that he or she is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Options.

9.5 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Corporation makes any commitment or guarantee that any specific tax treatment will apply or be available to the Participants.

9.6 Participant Information

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such Persons (including Persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

9.7 Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant.

9.8 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Corporation and its affiliates.

9.9 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

9.10 Notices

All written notices to be given by the Participant to the Corporation shall be delivered by (a) hand or courier, with all fees and postage prepaid, addressed using the information specified below, or designated otherwise by the Corporation in writing; or (b) email to the email address that the parties regularly use to correspond with one another or to any other email address specified by the Corporation in writing to the Participant:

ValOre Metals Corp.
1020-800 West Pender Street,
Vancouver, BC V6C 2V6

Attention: James Paterson

Such notices are, if delivered by hand or by courier, deemed to have been given by the sender and received by the addressee at the time of delivery. Any notice sent by email will be deemed to have been given by the sender and received by the addressee on the first Business Day after it was transmitted. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

9.11 Effective Date and Replacement

The Plan shall become effective upon the receipt of all required shareholder and regulatory approvals, being the Effective Date, and will replace the Prior Plan. All awards granted under the Prior Plan and which remain outstanding at the Effective Date will remain in full force and effect in accordance with their terms; however, following the Effective Date, no additional grants shall be made under the Prior Plan, and the Prior Plan will terminate on the date upon which no further Outstanding Options remain outstanding.

9.12 Governing Law

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9.13 Submission to Jurisdiction

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of British Columbia in respect of any action or proceeding relating in any way to the Plan, including with respect to the grant of Options and any issuance of Shares made in accordance with the Plan.

SCHEDULE "H"
AUDIT COMMITTEE CHARTER

MANDATE

The primary function of the audit committee (the "**Committee**") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting, and the Company's auditing, accounting and financial reporting processes. Consistent with this function the Committee will encourage continuous improvement of, and should foster adherence to, the Company' policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

COMPOSITION

- The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be independent directors, pursuant to the policies of the TSX Venture Exchange.
- All members of the Committee must be financially literate (having the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements).
- The members of the Committee shall be appointed by the board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is appointed by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership. The quorum for a meeting of the Committee is a majority of the members.

MEETINGS

- The Committee shall meet as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with management and the external auditors in separate sessions.
- The minutes of the Committee meetings shall accurately record the decisions reached and shall be distributed to the Audit Committee members with copies to the Board of Directors, the Chief Financial Officers or such other officer acting the capacity and the external auditor.

RESPONSABILITIES AND DUTIES

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

- Review and update this Charter annually.
- Review the Company's financial statements, MD&A and any financial information contained **in a** press release before the Company publicly discloses this information and any reports or other financial information (including quarterly

financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

- Require the external auditors to report directly to the Committee.
- Review annually the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- Review annually the relationships between the external auditors and the Company, and the external auditor status as a participating audit firm as defined in National Instrument 52-108 Auditor Oversight.
- Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval and the compensation of the external auditors.
- Review with management and the external auditors the terms of the external auditors' engagement letter.
- At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.
- Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- Review and pre-approve of all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
- The aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
- Such services were not recognized by the Company at the time of the engagement to be non-audit services; and
- Such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.
- Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee.

Financial Reporting Processes

- In consultation with the external auditors, review with management the integrity of the Company's financial reporting

process, both internal and external.

- Consider the external auditors' judgement about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

- Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

- Review significant judgements made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgements.

- Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

- Review any significant disagreement among management and the external auditors regarding financial reporting.

- Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

- Review certification process.

- Establish procedures for:

    - The receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and

    - The confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Other

- Review any related party transaction.

AUTHORITY

The Committee may:

- Engage independent outside counsel and other advisors as it determines necessary to carry out its duties;

- Set and pay the compensation for any advisors employed by the Committee; and

- Communicate directly with the internal and external auditors.

The Committee shall have unrestricted access to the Company's personnel and documents and will be provided with the resources necessary to carry out its responsibilities.