



**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING  
OF ATHABASCA MINERALS INC. SHAREHOLDERS**

**to be held June 24, 2019 at 9:30 a.m.**

**and**

**MANAGEMENT INFORMATION CIRCULAR**

**May 23, 2019**

**TO BE HELD AT:**

**Four Points by Sheraton Edmonton Gateway,**

**10010 12 Ave SW, Edmonton, Alberta**

*The deadline for the receipt of proxies for the Meeting is 9:30 a.m. (Edmonton time) on June 20, 2019*

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS OF  
ATHABASCA MINERALS INC. TO BE HELD ON JUNE 24, 2019**

**NOTICE IS HEREBY GIVEN THAT AN ANNUAL GENERAL AND SPECIAL MEETING** (the “**Meeting**”) of holders (“**Shareholders**”) of common shares (“**Common Shares**”) of Athabasca Minerals Inc. (the “**Corporation**”) will be held at the Four Points by Sheraton Edmonton Gateway, 10010 12 Ave SW, Edmonton, Alberta, on Monday, June 24, 2019 at 9:30 a.m. for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Corporation for the financial year ended December 31, 2018, and the independent auditor’s report thereon;
2. to fix the number of directors of the Corporation to be elected at the Meeting at five;
3. to elect the board of directors of the Corporation (the “**Board**”) for the ensuing year;
4. to appoint the auditor of the Corporation (the “**Auditor**”) for the ensuing year and to authorize the Board to set the Auditor’s remuneration;
5. to consider and, if thought advisable, to pass, with or without variation, an ordinary resolution, as more particularly set forth in the accompanying management information circular dated May 23, 2019 (the “**Circular**”), relating to the re-approval of the stock option plan of the Corporation;
6. to consider and, if thought advisable, to pass, with or without variation, an ordinary resolution, as more particularly set forth in the Circular, relating to the approval of the restricted share unit and deferred share unit plans of the Corporation; and
7. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

Specific details of the matters to be put before the Meeting are set forth in the Circular.

The record date (the “**Record Date**”) for determination of Shareholders entitled to receive notice of and to vote at the Meeting is May 15, 2019. Only Shareholders whose names are entered in the Corporation’s register of Common Shares at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting provided that, to the extent a Shareholder transfers the ownership of any of their Common Shares after the Record Date and the transferee of those Common Shares establishes that they own such Common Shares and request, not later than 10 days before the Meeting, to be included in the list of Shareholders eligible to vote at the Meeting, such transferee will be entitled to vote those Common Shares at the Meeting. Each Common Share entitled to be voted at the Meeting will entitle the holder to one vote at the Meeting.

**Registered Shareholders may vote in person at the Meeting or any adjournment thereof, or they may appoint another person, who need not be a Shareholder, as their proxy to attend and vote in their place. Registered Shareholders who are unable to attend the Meeting or any adjournment thereof in person are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment thereof. To be effective, the proxy must be received by TSX Trust Company, 301 – 100 Adelaide Street West, Toronto ON M5H 4H1 not later than 48 hours, excluding Saturdays, Sundays and statutory holidays in the Province of Alberta, prior to the time set for the Meeting or any adjournment thereof. Shareholders that are not registered Shareholders, such as Shareholders that hold their Common Shares in an account with an intermediary, such as a broker or financial institution, should review the Circular for voting information.**

**DATED** at Edmonton, Alberta this 23<sup>th</sup> day of May, 2019.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Robert Beekhuizen*"

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Robert Beekhuizen  
Chief Executive Officer

## MANAGEMENT INFORMATION CIRCULAR

### SOLICITATION OF PROXIES

This Management Information Circular (the “Circular”) is furnished in connection with the solicitation of proxies by and on behalf of the management of Athabasca Minerals Inc. (the “Corporation”) for use at the annual general and special meeting (the “Meeting”) of the holders (“Shareholders”) of common shares of the Corporation (“Common Shares”) at the Four Points by Sheraton Edmonton Gateway, 10010 12 Avenue SW, Edmonton, Alberta, on Monday, June 24, 2019 at 9:30 a.m., and at any adjournment(s) thereof, for the purposes set forth in the accompanying notice of annual general and special meeting of Shareholders (“Notice of Meeting”). No person has been authorized to give any information or make any representation in connection with any matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized. Information contained in this Circular is given as at May 23, 2019 unless otherwise stated and all dollar amounts are expressed in Canadian dollars.

Management of the Corporation is soliciting proxies from Shareholders for the Meeting. The costs incurred in the preparation and mailing of the form of proxy, Notice of Meeting and this Circular will be borne by the Corporation. In addition to solicitation by mail, proxies may be solicited by personal interviews, telephone or other means of communication and by directors, officers and employees of the Corporation, who will not be specifically remunerated therefore.

### APPOINTMENT AND REVOCATION OF PROXIES

A Shareholder whose name appears on the Corporation’s records as a Shareholder (a “**Registered Shareholder**”) may vote in person at the Meeting or they may appoint another person, who does not have to be a Shareholder, as their proxy to attend and vote in their place. The persons named in the enclosed form of proxy are directors and/or officers of the Corporation and have indicated their willingness to represent as proxy each Register Shareholder that so appoints them.

**Registered Shareholders may vote in person at the Meeting or any adjournment thereof, or they may appoint another person, who need not be a Shareholder, as their proxy to attend and vote in their place. Registered Shareholders who are unable to attend the Meeting or any adjournment thereof in person are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment thereof. To be effective, the proxy must be received by TSX Trust Company, 301 – 100 Adelaide Street West, Toronto ON M5H 4H1 not later than 48 hours, excluding Saturdays, Sundays and statutory holidays in the Province of Alberta, prior to the time set for the Meeting or any adjournment thereof. Shareholders that are not Registered Shareholders, such as Shareholders that hold their Common Shares in an account with an intermediary, such as a broker or financial institution, should review the voting information set out in “*Advice to Beneficial Shareholders*”.**

Each Registered Shareholder submitting a proxy has the right to appoint a proxyholder other than the persons designated in the form of proxy furnished by the Corporation, who need not be a Shareholder to attend and act for the Registered Shareholder and on the Registered Shareholder’s behalf at the Meeting. To exercise such right, the names of the persons designated by management should be crossed out and the name of the Registered Shareholder’s appointee should be legibly printed in the blank space provided in the enclosed form of proxy or by submitting another appropriate form of proxy. Such Registered Shareholder should notify the nominee of the appointment, obtain the nominee’s consent to act as proxy and should provide instructions on how the Registered Shareholder’s shares are to be voted. The nominee should bring personal identification with them to the

Meeting. In any case, the form of proxy should be dated and executed by the Registered Shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy form).

A Registered Shareholder who has submitted a proxy for the Meeting may revoke it by attending the Meeting personally and registering with the scrutineers prior to commencement of the Meeting as a Shareholder personally present at the Meeting and voting in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Registered Shareholder or their attorney authorized in writing or, if the Registered Shareholder is a corporation, under its corporate seal and by a director, officer or attorney thereof duly authorized, and deposited either: (i) at the offices of the Corporation's transfer agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto ON M5H 4H1 not less than 48 hours, excluding Saturdays, Sundays and statutory holidays in the Province of Alberta, before the time set for the holding of the Meeting or any adjournment(s) thereof; (ii) at the head office of the Corporation at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used; or (iii) with the Chairman on the day of the Meeting, or any adjournment thereof.

All Common Shares represented at the Meeting by properly completed forms of proxy will be voted or withheld from voting in accordance with the specifications of the Registered Shareholder contained in the proxy. **In the absence of such specification, such Common Shares will be voted in favour of the matters set forth in this Circular.** All Common Shares represented at the Meeting will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called. The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting or any adjournment(s) thereof. At the time of printing this Circular, management of the Corporation knows of no such amendments, variations or other matters to come before the Meeting.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

**The information set forth in this section is of significant importance to many Shareholders, as a substantial number of Shareholders do not hold their Common Shares in their own name.** Shareholders who do not hold their Common Shares in their own name (referred to in this Circular as “**Beneficial Shareholders**”) should note that only proxies deposited by Shareholders whose names appear on the records of the Corporation as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are held in an account with an intermediary such as a broker or a financial institution, then in almost all cases those Common Shares will not be registered in the Beneficial Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the name of the intermediary or its agent. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc. (“**CDS**”), which acts as nominee for many Canadian brokerage firms). Such Common Shares can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, the intermediary and its agents and nominees are prohibited from voting such Common Shares for their clients. **Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person.** The Corporation does not know for whose benefit the Common Shares registered in the name of CDS & Co. are held. The majority of Common Shares held in the United States are registered in the name of Cede & Co., the nominee for the Depository Trust Company, which is the United States equivalent of CDS.

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be

carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the Instrument of Proxy provided directly to registered shareholders by the Corporation. However, its purpose is limited to instructing the Registered Shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Common Shares directly at the Meeting. The voting instruction forms must be returned to Broadridge (or instructions respecting the voting of Common Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted. If you have any questions respecting the voting of Common Shares held through a broker or other intermediary, please contact that broker or other intermediary for assistance.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of their broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered shareholder and vote the Common Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the registered shareholder, should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker’s agent) in accordance with the instructions provided by such broker.

All references to shareholders in this Circular and the accompanying Instrument of Proxy and Notice of Meeting are to registered shareholders unless specifically stated otherwise.

The Corporation will not send its proxy-related meeting materials directly to non-objecting beneficial owners under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”). The Corporation intends to pay for proximate intermediaries to forward the proxy-related materials and voting instruction form to objecting beneficial owners under NI 54-101.

## **QUORUM**

The by-laws of the Corporation provide that a quorum of shareholders is present at a meeting of shareholders of the Corporation if at least two persons holding or representing in person or by proxy not less than ten (10%) percent of the outstanding shares of the Corporation entitled to vote at the Meeting.

## **VOTING SHARES AND PRINCIPAL HOLDERS THEREOF**

The Corporation is authorized to issue an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series. As at May 23, 2019, **43,732,273** Common Shares are issued and outstanding as fully paid and non-assessable. No other shares of any other class are issued or outstanding. The Common Shares are the only shares entitled to be voted at the Meeting and holders of Common Shares are entitled to one vote for each Common Share held.

The record date (the “**Record Date**”) for determination of Shareholders entitled to receive notice of and to vote at the Meeting is May 15, 2019. Only Shareholders whose names are entered in the Corporation’s register of Common Shares at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting provided that, to the extent a Shareholder transfers the ownership of any of their

Common Shares after the Record Date and the transferee of those Common Shares establishes that they own such Common Shares and request, not later than 10 days before the Meeting, to be included in the list of Shareholders eligible to vote at the Meeting, such transferee will be entitled to vote those Common Shares at the Meeting. Each Common Share entitled to be voted at the Meeting will entitle the holder to one vote at the Meeting.

To the knowledge of the directors and the executive officers of the Corporation, as at May 23, 2019, no person or company beneficially owns, directly or indirectly, or controls or directs, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of the Corporation.

## **EXECUTIVE COMPENSATION**

### *Compensation Discussion and Analysis*

The compensation program of the Corporation is designed to attract, motivate, reward and retain knowledgeable and skilled executives required to achieve the Corporation's corporate objectives and to increase shareholder value. The main objective of the executive compensation program is to recognize the contribution of the executive officers to the overall success and strategic growth of the Corporation. The executive compensation program is designed to reward management performance by aligning a component of compensation with the Corporation's business performance and share value. As discussed below, executive officers are rewarded for the achievement of annual operating and financial goals, progress in executing the Corporation's long-term growth strategy and delivering strong total shareholder return performance. The philosophy of the Corporation is to pay management total compensation amount that is competitive with other junior resource companies and is consistent with the experience and responsibility level of the executive. The Corporation reviews industry compensation information in general in determining its level of overall compensation for executive officers but does not focus on any particular benchmark companies. The purpose of executive compensation is to reward the executives for their contributions to the achievements of the Corporation on both an annual and long-term basis. The Compensation Committee (the "CC") of the board of directors of the Corporation (the "**Board**") recommends executive compensation.

The compensation program is comprised of three components: base salary, discretionary annual incentives and long-term incentives. Together, these components support the Corporation's long-term growth strategy and the following objectives:

- to align executive compensation with shareholders' interests;
- to attract and retain highly qualified management; and
- to focus performance by linking incentive compensation to the achievement of business objectives and financial results.

Base salary is compensation for discharging job responsibilities and reflects the level of skills and capabilities demonstrated by the executive. Annual salary adjustments take into account the market value of the role and the executive's demonstration of capability during the year.

Discretionary annual incentives, in the form of cash bonus payments, are designed to add a variable component of compensation based on overall corporate performance and the executive's individual performance. The bonus plan is designed to provide an incentive for executives and employees to achieve and exceed goals relating to overall corporate and individual performance. The Compensation, Corporate Governance, and Nominating Committee is responsible for the review, approval and establishment of the Corporation's bonus plan.

Stock options offered through the Corporation’s stock option plan (the “**Plan**”) provide incentives to the Corporation’s management and directors to achieve the Corporation’s long-term objectives. Increasing the value of the Common Shares increases the value of the stock options that may be granted under the Plan (“**Options**”). This incentive closely links the interests of the executive officers and directors to shareholders of the Corporation.

As mentioned above, it is anticipated that a portion of the Corporation’s executive compensation will consist of discretionary annual incentives and stock options granted under the Plan. For discretionary annual incentives, such compensation is “at risk”, and for stock options, such compensation is both “long term” and “at risk”. Accordingly, such compensation is directly linked to the achievement of long-term value creation. As the benefits of such compensation, if any, are generally not realized by an executive until a significant period of time has passed, the ability of executives to take inappropriate or excessive risks, that are: (i) beneficial to them from the standpoint of their compensation; or (ii) at the expense of the Corporation and its shareholders, is reduced.

Due to the small size of the Corporation, and the current level of the Corporation’s activity, the Board and the CC are able to closely monitor and consider any risks which may be associated with the Corporation’s compensation policies and practices. The Board determined that there were not any identified risks arising from the Corporation’s compensation plans or policies that would reasonably be expected to have a material adverse effect on the Corporation.

The Corporation does not have any policy in place to permit an executive officer or director to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the executive officer or director.

### ***Option-based Awards***

The Board granted an aggregate of 1,175,000 stock options under the Plan to directors and executive officers during the financial year ended December 31, 2018. The Corporation took into account the number of outstanding options in determining the grant of stock options in 2018. The significant terms of the Plan are disclosed in this Circular under “*Particulars of Matters to be Acted Upon – Re-approval of Stock Option Plan*”.

The allocation of the number of options granted among the directors and officers of the Corporation is determined by the entire Board. See “*Incentive Plan Awards*” below and “*Director Compensation – Incentive Plan Awards*” below.

### ***Compensation Governance***

The following are the members of the CC, as at the date hereof:

Don Paulencu	Independent <sup>(1)</sup>	Chair of the Committee
Gerald Romanzin	Independent <sup>(1)</sup>	
Robert Beekhuizen	Not Independent <sup>(1)(2)</sup>	

#### **Notes:**

- (1) As defined by National Instrument 52-110 (“**NI 52-110**”).
- (2) Mr. Beekhuizen is not independent by virtue of being the Corporation’s Chief Executive Officer.

All members of the CC are knowledgeable about the Corporation’s compensation programs and possess an understanding of compensation theory and practice, personnel management and development, succession planning and executive development. Specifically, Mr. Paulencu was employed at Deloitte LLP for 39

years where he was a managing partner of the Edmonton office responsible for employment and compensation matters for over 200 employees. Mr. Romanzin held an executive position dealing with compensation matters. He currently sits on the audit committee of Crescent Point Energy Corp. Mr. Romanzin has attended an independent compensation seminar in the past.

The CC is responsible for making recommendations to the Board concerning: (i) the compensation philosophy of the Corporation as recommended by the chief executive officer (the “CEO”); (ii) the policies with respect to the compensation of executive officers of the Corporation; (iii) the compensation package for the CEO after a review and concurrence with annual objectives in the context of the Corporation’s strategic and business plan; (iv) the assessment of the performance of the CEO and the level of performance compensation; (v) the compensation packages of the executive officers of the Corporation after review and concurrence with their objectives as agreed to between them and the CEO; (vi) the level of performance compensation of the executive officers of the Corporation after review and concurrence with the CEO’s assessment of their performance and performance compensation recommendations; (vii) the administration of the Plan and the granting of stock options thereunder; (viii) the compensation of directors; and (ix) the report with respect to executive compensation for inclusion in the Corporation’s annual management information circular, among other things.

The CC has unrestricted access to the Corporation’s personnel and documents and is provided with the resources necessary, including, as required, the engagement and compensation of outside advisors, to carry out its responsibilities.

As part of its annual review of the Corporation’s compensation policies and practices, the CC considers the implications of risks associated with the Corporation’s compensation policies and practices. The CC keeps itself apprised of the current compensation trends in the aggregates management and natural resources industries and also draws upon the committee members’ backgrounds as executives of publicly-traded oil and gas issuers to help identify and mitigate compensation policies and practices that could encourage an executive officer or individual at a principal business unit or division to take inappropriate or excessive risks.

### *Summary Compensation Table*

The following table sets forth all annual and long term compensation for the three most recently completed financial years for services in all capacities to the Corporation and its subsidiaries, if any, in respect of individual(s) who were acting as, or were acting in a capacity similar to, a CEO or Chief Financial Officer (“CFO”) and the three most highly compensated executive officers whose total compensation exceeded \$150,000 per annum (the “Named Executive Officers”).

Name and Principal Position	Year Ended Dec. 31	Salary (\$)	Share Based Awards <sup>(1)</sup> (\$)	Option-Based Awards <sup>(2)</sup> (\$)	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Comp. (\$)	Total Comp. (\$)
					Annual Incentive Plans	Long-Term Incentive Plans			
Robert Beekhuizen <sup>(3)</sup> CEO	2018	280,391	Nil	54,708	Nil	Nil	Nil	Nil	335,099
	2017	151,606	Nil	43,737	Nil	Nil	Nil	Nil	195,343
Don Paulencu <sup>(7)</sup> Former Interim CEO, Chairman	2017	84,500 <sup>(8)</sup>	Nil	17,064	Nil	Nil	Nil	Nil	101,564
	2016	58,000 <sup>(9)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	58,000
Mark Smith <sup>(4)</sup> CFO	2018	11,201	Nil	29,585	Nil	Nil	Nil	Nil	40,786

Name and Principal Position	Year Ended Dec. 31	Salary (\$)	Share Based Awards <sup>(1)</sup> (\$)	Option-Based Awards <sup>(2)</sup> (\$)	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Comp. (\$)	Total Comp. (\$)
					Annual Incentive Plans	Long-Term Incentive Plans			
Lucas Murray <sup>(5)</sup> Former CFO and Corporate Secretary	2018	119,536	Nil	7,856	Nil	Nil	Nil	Nil	127,392
	2017	21,279	Nil	13,308	Nil	Nil	Nil	Nil	34,587
Deborah Rodrigo <sup>(10)</sup> Former CFO and Corporate Secretary	2017	86,945	Nil	15,200	Nil	Nil	Nil	135,000 <sup>(12)</sup>	237,145
William Woods <sup>(6)</sup> Former CFO, Former Chief Operating Officer (“COO”)	2017	119,812	Nil	17,064	10,000	Nil	Nil	100,000 <sup>(11)</sup>	246,876
	2016	193,660	Nil	Nil	15,000	Nil	Nil	Nil	208,660

**Notes:**

- (1) “**Share-Based Award**” means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, Common Shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, Common Share equivalent units and stock.
- (2) “**Option-Based Award**” means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights and similar instruments that have option-like features. The “grant date fair value” has been determined by using the Black-Scholes option pricing model. See “*Narrative Discussion*” below.
- (3) Mr. Beekhuizen was appointed as the CEO on June 19, 2017. Mr. Beekhuizen does not receive compensation for his role as a member of the Board of Directors.
- (4) Mr. Smith was appointed as the CFO on November 30, 2018.
- (5) Mr. Murray served as the CFO from October 5, 2017 to November 30, 2018.
- (6) Mr. Woods served as COO from May 1, 2017 to July 31, 2017 and served as the CFO from March 1, 2015 to April 23, 2017. Mr. Woods was retained as a consultant until December 31, 2017.
- (7) Mr. Paulencu served as Interim CEO from July 13, 2016 to June 19, 2017.
- (8) Represents \$42,000 of compensation paid to Mr. Paulencu as Interim CEO and \$42,500 of compensation paid to Mr. Paulencu as Chairman of the Board.
- (9) Represents \$20,000 of compensation paid to Mr. Paulencu as Interim CEO and \$38,000 of compensation paid to Mr. Paulencu as Chairman of the Board.
- (10) Ms. Rodrigo served as CFO and Corporate Secretary from April 23, 2017 to September 30, 2017.
- (11) Represents a severance payment in connection with Mr. Wood’s resignation on July 21, 2017
- (12) Represents a severance payment in connection with Ms. Rodrigo’s resignation on September 30, 2017.

*Narrative Discussion*

Calculating the value of stock options using the Black-Scholes option pricing model is very different from a simple “in-the-money” value calculation. In fact, stock options that are well out-of-the-money can still have a significant “grant date fair value” based on a Black-Scholes option pricing model, especially where, as in the case of the Corporation, the price of the share underlying the option is highly volatile. Accordingly, caution must be exercised in comparing grant date fair value amounts with cash compensation or an “in-the-money” option value calculation.

### *Incentive Plan Awards*

#### *Outstanding Share-Based Awards and Option-Based Awards*

The following table sets forth details of all awards outstanding for each Named Executive Officer of the Corporation as of the most recent financial year end, including awards granted before the most recently completed financial year. None of the awards disclosed in the table below have been transferred at other than fair market value.

Name and Title	Number of Securities Underlying Unexercised Options (#)	Option-Based Awards			Share-Based Awards		
		Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised in-the-money Options <sup>(1) (2)</sup> (\$)	Number of Shares or Units of Shares that have not vested (#)	Market or Payout Value of Share-Based Awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
<b>Robert Beekhuizen</b> CEO	400,000	\$0.18	Jul 7, 2022	\$28,000	N/A	N/A	N/A
	250,000	\$0.17	Jun 4, 2023	\$20,000			
	180,000	\$0.26	Nov 23, 2023	Nil			
<b>Mark Smith</b> CFO	100,000	\$0.30	Sep 13, 2023	Nil	N/A	N/A	N/A
	70,000	\$0.26	Nov 23, 2023	Nil			
<b>Lucas Murray</b> Former CFO	Nil <sup>(3)</sup>	N/A	N/A	N/A	N/A	N/A	N/A

**Notes:**

- (1) Unexercised “in-the-money” options refer to the options in respect of which the market value of the underlying securities as at the financial year end exceeds the exercise or base price of the option.
- (2) The aggregate of the difference between the market value of the Common Shares as at December 31, 2018 (the last day the Common Shares traded in the most recently completed financial year), being \$0.25 per Common Share, and the exercise price of the options.
- (3) Options granted to Mr. Murray expired unexercised.

#### *Incentive Plan Awards - Value Vested or Earned During the Year*

The following table sets forth the value of option-based awards and share-based awards which vested or were earned during the most recently completed financial year for each named executive officer.

Name and Title	Option-Based Awards - Value vested during the year (\$) <sup>(1)</sup>	Share-Based Awards - Value vested during the year (\$)	Non-Equity Incentive Plan Compensation - Value earned during the year (\$)
<b>Robert Beekhuizen</b> CEO	\$25,333	N/A	N/A
<b>Mark Smith</b> CFO	Nil	N/A	N/A

**Note:**

- (1) Based on the difference between the market prices of the Common Shares on the vesting dates and the exercise price.

### *Narrative Discussion*

The Plan was previously approved by the shareholders of the Corporation on June 25, 2018. The significant terms of the Plan are disclosed in this Circular under “*Particulars of Matters to be Acted Upon – Re-approval of Stock Option Plan*” below.

### *Pension Plan Benefits*

The Corporation does not have in place any deferred compensation plan or pension plan that provides for payments or benefits at, following or in connection with retirement.

### *Termination and Change of Control Benefits*

Other than as set forth below, the Corporation is not a party to any contract, agreement, plan or arrangement that provides for payments to a named executive officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Corporation, its subsidiaries or affiliates or a change in a named executive officer’s responsibilities.

Effective June 12, 2017, the Corporation entered into an executive employment agreement with Robert Beekhuizen, the CEO of the Corporation (the “**Beekhuizen Employment Agreement**”). Pursuant to the Beekhuizen Employment Agreement, Mr. Beekhuizen is entitled to a payment in an amount equal to 12 months base salary in lieu of notice if his employment is terminated without cause.

Effective November 30, 2018, the Corporation entered into an executive employment agreement with Mark Smith, the CFO of the Corporation (the “**Smith Employment Agreement**”). Pursuant to the Smith Employment Agreement, Mr. Smith is entitled to a payment in an amount equal to 6 months base salary in lieu of notice if his employment is terminated without cause.

### *Director Compensation*

During the year ended December 31, 2018, the Corporation had five directors at various times throughout the year, one of which (Robert Beekhuizen) was also a named executive officer. For a description of the compensation paid to the named executive officer of the Corporation who also acts as a director of the Corporation, see the preceding disclosure under “*Executive Compensation*”.

### *Director Compensation Table*

The following table sets forth all compensation provided to directors who were not also named executive officers (“**Outside Directors**”) of the Corporation for the financial year ended December 31, 2018.

Name	Fees Earned (\$)	Share-Based Awards (\$)	Option-Based Awards <sup>(1)</sup> (\$)	Non-Equity Incentive Plan Compensation (\$)	Pension Value (\$)	All Other Compensation (\$)	Total (\$)
<b>Don Paulencu</b>	44,000	Nil	15,779	Nil	Nil	Nil	59,799
<b>Dale Nolan</b>	33,500	Nil	15,779	Nil	Nil	Nil	49,279
<b>Gerald Romanzin</b>	37,000	Nil	15,779	Nil	Nil	Nil	52,779
<b>John Halliwell</b>	37,500	Nil	15,779	Nil	Nil	Nil	53,279

**Note:**

- (1) The “grant date fair value” has been determined by using the Black-Scholes option pricing model. See “*Summary Compensation Table – Narrative Discussion*” above.

*Narrative Discussion*

Directors (other than the Chairman) are paid directors fee of \$6,250 per quarter and the Chairman receives a fee of \$8,750 per quarter. Directors are paid an attendance fee of \$1,000 for attendance at director’s meetings in person and \$500 for attendance by conference call.

*Incentive Plan Awards*Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth details of all awards outstanding for each Outside Director of the Corporation as of the most recent financial year end, including awards granted before the most recently completed financial year. None of the awards disclosed in the table below have been transferred at other than fair market value.

Name	Number of Securities Underlying Unexercised Options (#)	Option-Based Awards			Share-Based Awards		
		Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised in-the-money Options <sup>(1) (2)</sup> (\$)	Number of Shares or Units of Shares that have not vested (#)	Market or Payout Value of Share-Based Awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
<b>Don Paulencu</b>	60,000	\$0.30	Dec 14, 2020	Nil	N/A	N/A	N/A
	120,000	\$0.24	Jan 13, 2022	\$1,200			
	75,000	\$0.17	Jun 4, 2023	\$6,000			
	50,000	\$0.26	Nov 23, 2023	Nil			
<b>Dale Nolan</b>	75,000	\$0.24	Jan 13, 2022	\$750	N/A	N/A	N/A
	75,000	\$0.17	Jun 4, 2023	\$6,000			
	50,000	\$0.26	Nov 23, 2023	Nil			
<b>Gerald Romanzin</b>	60,000	\$0.30	Dec 14, 2020	Nil	N/A	N/A	N/A
	75,000	\$0.24	Jan 13, 2022	\$750			
	75,000	\$0.17	Jun 4, 2023	\$6,000			
	50,000	\$0.26	Nov 23, 2023	Nil			
<b>John Halliwell</b>	75,000	\$0.17	Jun 4, 2023	\$6,000	N/A	N/A	N/A
	50,000	\$0.26	Nov 23, 2023	Nil			

**Notes:**

- (1) Unexercised “in-the-money” options refer to the options in respect of which the market value of the underlying securities as at the financial year end exceeds the exercise or base price of the option.
- (2) The aggregate of the difference between the market value of the Common Shares as at December 31, 2018 (the last day the Common Shares traded in the most recently completed financial year), being \$0.25 per Common Share, and the exercise price of the options.

### Incentive Plan Awards - Value Vested or Earned During the Year

The following table sets forth the value of option-based awards and share-based awards which vested or were earned during the most recently completed financial year for Outside Directors of the Corporation.

Name	Option-Based Awards - Value vested during the year (\$) <sup>(1)</sup>	Share-Based Awards - Value vested during the year (\$)	Non-Equity Incentive Plan Compensation - Value earned during the year (\$)
<b>Don Paulencu</b>	3,800	N/A	N/A
<b>Dale Nolan</b>	3,125	N/A	N/A
<b>Gerald Romanzin</b>	3,125	N/A	N/A
<b>John Halliwell</b>	2,000	N/A	N/A

**Note:**

(1) Based on the difference between the market prices of the Common Shares on the vesting dates and the exercise price.

### Narrative Discussion

The significant terms of the Plan are disclosed in this Circular under “*Particulars of Matters to be Acted Upon – Re-approval of Stock Option Plan*”.

### ***Other Compensation***

Other than as set forth herein, the Corporation did not pay any other compensation to executive officers or directors (including personal benefits and securities or properties paid or distributed which compensation was not offered on the same terms to all full time employees) during the last completed financial year other than benefits and perquisites which did not amount to \$10,000 or greater per individual.

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table sets forth securities of the Corporation that are authorized for issuance under equity compensation plans as at the end of the Corporation’s most recently completed financial year.

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 outstanding securities reflected in Column 1) <sup>(1)</sup>
Equity compensation plans approved by securityholders	2,555,000 Common Shares	\$0.33 per Common Share	1,469,061 Common Shares
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
<b>Total</b>	<b>2,555,000 Common Shares</b>	<b>\$0.33 per Common Share</b>	<b>1,469,061 Common Shares</b>

**Note:**

(1) The aggregate number of Common Shares that may be reserved for issuance under the Plan shall not exceed 10% of the Corporation’s issued and outstanding shares.

## **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

No director, executive officer, employee or former director, executive officer or employee of the Corporation nor any of their associates or affiliates, is, or has been at any time since the beginning of the last completed financial year, indebted to the Corporation nor has any such person been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding, provided by the Corporation.

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

Other than as set forth herein, or as previously disclosed, the Corporation is not aware of any material interests, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer, proposed nominee for election as a director or any shareholder holding more than 10% of the voting rights attached to the Common Shares or any associate or affiliate of any of the foregoing in any transaction in the preceding financial year or any proposed or ongoing transaction of the Corporation which has or will materially affect the Corporation.

## **MANAGEMENT CONTRACTS**

During the most recently completed financial year, no management functions of the Corporation were to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Corporation.

## **INTERESTS OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON**

Except as otherwise set out herein, no director or executive officer of the Corporation or any proposed nominee of management of the Corporation for election as a Director of the Corporation, nor any associate or affiliate of the foregoing persons 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.

## **AUDIT COMMITTEE**

### *Audit Committee Terms of Reference*

The text of the Corporation's audit committee (the "**Audit Committee**") charter is set out as Schedule "A" to this Circular.

### *Audit Committee Composition*

The following are the members of the Audit Committee, as at the date hereof:

Don Paulencu (Chair)	Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>
Gerald Romanzin	Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>
Robert Beekhuizen	Not Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>

**Note:**

(1) As defined by NI 52-110.

### *Relevant Education and Experience*

Mr. Paulencu was employed at Deloitte LLP for 39 years, and served as audit partner for 32 years. Mr. Paulencu served in many leadership capacities in the Edmonton office of Deloitte LLP including office

managing partner for ten years, and has provided audit, accounting, tax and advisory services to both public and private companies. Mr. Paulencu is a chartered accountant who is a member of the Institute of Chartered Accountants of Alberta and a member of the Institute of Corporate Directors.

Mr. Romanzin is an independent business man, a chartered accountant who is a member of Institute of Chartered Accountant of Alberta. He holds a Bachelor of Commerce degree from the University of Calgary. He has served in a variety of senior roles with the Exchange and the Alberta Stock Exchange.

Mr. Beekhuizen has over 30 years industry experience including prior senior executive roles with AltaGas Ltd., Granite Construction Inc., Fluor Canada Ltd., Husky Energy Inc., and Flint/URS Corp. He has managed and directed organizations and multi-billion dollar capital programs. He has successfully tendered and negotiated individual risk-based contracts of \$1 billion.

All of the members of the Audit Committee have been either directly or indirectly involved in the preparation of the financial statements, filing of quarterly and annual financial statements, dealing with auditors, or as a member of the Audit Committee. All members of the Audit Committee have the ability to read, analyze and understand the complexities surrounding the issuance of financial statements.

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

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

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

The Corporation is relying upon the exemption in Section 6.1 of NI 52-110, the exemption for venture issuers in relation to the requirement that every Audit Committee member be independent.

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

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as set out in Part IV(a)(5)(ix) of the Audit Committee charter.

#### ***External Auditor Service Fees***

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

<b>Financial Year Ending</b>	<b>Audit Fees <sup>(1)</sup></b>	<b>Audit Related Fees <sup>(2)</sup></b>	<b>Tax Fees <sup>(3)</sup></b>	<b>All Other Fees</b>
2018	\$103,790	\$1,418	\$2,640	Nil
2017	\$99,510	\$2,302	\$6,069	Nil

#### **Notes:**

- (1) Audit fees were for professional services rendered, for the audit of the Corporation's annual financial statements as well as services provided in connection with statutory and regulatory filings.
- (2) Audit-related fees include payment for services related to filing of quarterly reports.
- (3) Review and preparation of annual tax filings.

## **CORPORATE GOVERNANCE**

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Corporation. The Board is committed to sound corporate governance practices which are both in the interest of its shareholders and contribute to effective and efficient decision making. To achieve this goal, the Corporation has a written code of business conduct and ethics, a mandate of the Board, a whistle blowing policy, a Compensation, Corporate Governance, and Nominating Committee terms of reference and the previously disclosed Audit Committee terms of reference.

Pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), the Corporation is required to disclose its corporate governance practices as summarized below.

### ***Board of Directors***

The Board is currently comprised of five members. All of the current directors are nominated for re-election at the Meeting. Mr. Don Paulencu, Mr. Dale Nolan, Mr. Gerald Romanzin and Mr. John Halliwell are the independent directors of the Corporation. Mr. Robert Beekhuizen is not an independent director of the Corporation as Mr. Beekhuizen is the CEO of the Corporation.

NI 58-101 suggests that the board of directors of a public company should be constituted with a majority of individuals who qualify as “independent” directors. An “independent” director is a director who has no direct or indirect material relationship with the Corporation. A material relationship is a relationship which could, in the view of the board of directors, reasonably interfere with the exercise of a director’s independent judgment. As disclosed above, a majority of the Board are independent directors. The independent judgment of the Board in carrying out its responsibilities is the responsibility of all directors. The Board facilitates independent supervision of management through meetings of the Board and through frequent informal discussions among independent members of the Board and management. In addition, the Board has free access to the Corporation’s external auditors, legal counsel and to any of the Corporation’s officers.

### ***Directorships***

The following directors of the Corporation are presently directors of other reporting issuers:

<b>Director</b>	<b>Other Reporting Issuers</b>
Gerald Romanzin	Crescent Point Energy Corp.

### ***Orientation and Continuing Education***

New Board members receive an information package which includes reports on operations and results, and public disclosure filings of the Corporation. Board and committee meetings are sometimes held at the Corporation’s facilities and are combined with presentations by the Corporation’s management and employees to give the Board additional insight into the Corporation’s business. In addition, management of the Corporation makes itself available for discussion with all Board members.

New directors are also expected to meet with management of the Corporation to discuss and better understand the Corporation’s business and to be advised by legal counsel of their legal obligations as directors of the Corporation. New directors are also given copies of the Corporation’s policies.

The introduction and education process is reviewed on an annual basis by the Board and will be revised as necessary.

### ***Ethical Business Conduct***

The Board has adopted a written code of business conduct and ethics (the “**Code**”). The Code relates to the ethical, honest and fair conduct of the Corporation’s officers, employees and addresses the following matters: conflicts of interest; corporate opportunities; confidentiality; protection and the proper use of the Corporation’s assets; insider trading; fair dealing; compliance with laws; discrimination and harassment; safety and health; accuracy of the Corporation’s records and reporting; use of email and internet services; political activities and contributions; gifts and entertainment; payments to domestic and foreign officials; and reporting of any illegal or unethical behavior. The Corporation has also adopted a Board mandate which governs the Board and addresses the functions and powers of the Board and some of the committees of the Board. The Corporation has also implemented a whistle blowing policy, which establishes the complaint procedure for concerns about any aspect of the Corporation’s activities and operations without fear of victimization, subsequent discrimination or disadvantage.

The Board has found that the fiduciary duties placed on individual directors by the Corporation’s governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual Director’s participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Corporation.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as the directors of the Corporation also serve as directors and officers of other companies engaged in similar business activities, directors must comply with the conflict of interest provisions of the *Business Corporations Act* (Alberta), as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of such interest and would not be entitled to vote at meetings of directors which evoke such a conflict.

### ***Nomination of Directors***

The Board makes decisions regarding the size, structure and composition of the Board and its committees as well as the frequency of their meetings. It also annually assesses the performance of the directors and the Board as a whole. When considering candidates to be nominated for re-election or election, the Board considers the qualifications that should be required of directors of the Corporation and uses its discretion to determine, for each nominee, whether the qualifications have been met.

### ***Other Board of Directors Committees***

The Corporation has no standing committees at this time other than the Audit Committee and the CC, as discussed above, and the Resources, Environmental, Health and Safety Committee (the “**REHSC**”).

The Board is also responsible for the following: (i) the development and ongoing assessment of the overall governance of the Corporation, including making recommendations regarding the Corporation’s approach to corporate governance; (ii) the assessment of the role of the Board and the general division of duties between the Board and the CEO; and (iii) reviewing the annual information form, if any, and the information circular, and recommending changes, if any, that should be made to them.

The responsibility of the REHSC is to assist the Board and the Audit Committee in fulfilling their responsibilities under their respective mandates primarily in respect to the estimation and disclosure of aggregates and mineral reserves and resources of the Corporation prior to its publication.

### *Assessments*

The CC is also responsible for assessing the Board's effectiveness and the effectiveness of its individual members or its committees. See "*Executive Compensation – Compensation Governance*" and "*Directorships – Directorships*" above.

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

To the knowledge of the Board, the only matters to be brought before the meeting are those matters set forth in the accompanying Notice of Meeting.

### **1. Report and Financial Statements**

The Corporation will present to Shareholders the audited financial statements of the Corporation for the year ended December 31, 2018 and the auditors' report thereon. The financial statements for the year ended December 31, 2018 have been approved by the Board and no formal action will be taken at the Meeting to approve the financial statements.

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

Shareholders will be asked to fix the number of directors of the Corporation at five. There are presently five directors of the Corporation, each of whom will stand for re-election at the Meeting. See "*Election of Directors*" below. At the Meeting it is proposed that Shareholders approve an ordinary resolution to fix the number of directors to be elected at the Meeting at five.

It is the intention of the management designees, if named as proxyholder, to vote for the above resolution unless otherwise directed.

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

Shareholders will be asked to elect the proposed directors set forth below to hold office until the next annual meeting of Shareholders or until their successors are elected or appointed. There are presently five directors of the Corporation, each of whom will retire from office at the Meeting and each of whom are proposed for re-election at the Meeting. Voting for the election of directors will be conducted on an individual, and not on a "slate", basis. Management of the Corporation recommends that Shareholders vote "for" each of the appointments. The persons named in the enclosed proxy intend to vote "for" the election of each of the nominees unless the Shareholder specifies authority to vote "withhold".

The name of each nominee and their relevant information is set out below. Also included is Common Share ownership as at May 23, 2019 for the nominee directors.

<b>Name, Municipality of Residence, Office and Date Became a Director</b>	<b>Present Occupation and Positions Held During the Last Five Years</b>	<b>Number and Percentage of Common Shares Held or Controlled <sup>(1)</sup></b>
<b>Don Paulencu</b> <sup>(2)(3)(4)</sup> Sherwood Park, AB Director since August 7, 2015 Chairman of the Board	Director of the Corporation since August 2015. Interim CEO from July 2016 to June 2017. Audit partner at Deloitte LLP from 1984 until May 30, 2015.	950,000 (2.17%)
<b>Dale Nolan</b> <sup>(4)</sup> Lacombe, AB Director since July 11, 2016	Director and Officer of Hopkins Construction (Lacombe) Ltd., Hopkins Heavy Hauling Ltd. and Hopkins Construction Ltd. since 1995.	1,424,867 <sup>(5)</sup> (3.26%)
<b>Gerald Romanzin</b> <sup>(2)(3)(4)</sup> Calgary, AB Director since November 13, 2015	Independent businessman who serves as a Director of Crescent Point Energy Corp. Previously, he held a variety of senior roles with the TSX Venture Exchange, including Executive Vice President and Acting President, and was the Executive Vice President of the Alberta Stock Exchange, prior to its conversion.	Nil
<b>John Halliwell</b> <sup>(4)</sup> Calgary, AB Director since November 30, 2017	President and Chief Executive Officer of Anacort Capital Inc., a Calgary based investment management firm, and the Managing Director of Grenville Properties Ltd., a real estate holding company.	Nil
<b>Robert Beekhuizen</b> <sup>(2)(3)(4)</sup> Calgary, AB Director since June 15, 2018	Chief Executive Officer of the Corporation since June 19, 2017. Mr. Beekhuizen has extensive international Executive leadership experience in the construction and energy industries. Mr. Beekhuizen has previously held Executive positions at AltaGas Ltd., Granite Construction Incorporated, and Fluor Canada Ltd.	575,000 (1.31%)

**Notes:**

- (1) The information as to shares beneficially owned, not being within the knowledge of the Corporation, has been furnished by the respective directors.
- (2) Members of the Corporation's Audit Committee.
- (3) Members of the Corporation's CC.
- (4) Members of the Corporation's REHSC.
- (5) Includes 927,100 Common Shares owned by Hopkins Construction (Lacombe) Ltd. of which Dale Nolan is a director and officer.

***Cease Trade Orders***

Other than as set forth below, no proposed director, within ten years before the date of this Circular, has been a director, CEO or CFO of any company that: (a) was subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**") that was issued while the proposed director was acting in the capacity as director, CEO or CFO; or (b) was subject to an Order that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO.

Mr. Romanzin resigned from his position as a Director of Porto Energy Corp. ("**Porto**"), a company that subsequently became subject to cease trade orders for failure to file periodic disclosure (interim financial filings). Mr. Romanzin resigned as a director of Porto on May 30, 2014, following the decision by Porto's directors and management to wind-down Porto's operations due to capital constraints. Cease trade orders against Porto were subsequently issued by the securities regulatory

authority in each of Alberta, British Columbia, Manitoba and Ontario and such cease trade orders remain in effect.

Mr. Romanzin also resigned from his position as a director of Petrowest Corporation (“**Petrowest**”) on August 13, 2017 upon the appointment of a receiver. Cease trade orders against Petrowest were subsequently issued by the securities regulatory authority in each of Alberta and Ontario and such cease trade orders remain in effect.

### ***Bankruptcies***

No proposed director, within ten years before the date of this Circular, has been a director or executive officer of any company that, while the proposed director was acting in that capacity, or within a year of the proposed director ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

### ***Personal Bankruptcies***

No proposed director has, within ten years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such proposed director.

### ***Penalties and Sanctions***

No proposed director has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director, other than a settlement agreement entered into before December 31, 2000 that would likely not be important to a reasonable securityholder in deciding whether to vote for a proposed director.

### ***Voting Recommendation***

It is the intention of the management designees, if named as proxyholder, to vote for the election of the above mentioned persons to the Board unless otherwise directed. Management does not contemplate that any of such nominees will be unable to serve as a director. However, if for any reason any of the proposed nominees does not stand for election or is unable to serve as such, the management designees, if named as proxyholder, reserve the right to vote for any other nominee at their discretion.

## **4. Appointment of Auditor**

Shareholders will be asked to consider and, if thought advisable, pass an ordinary resolution to appoint Grant Thornton LLP, Chartered Accountants (“**Grant Thornton**”), to serve as auditors of the Corporation until the next annual meeting of Shareholders and to authorize the Board to fix their remuneration as such.

It is the intention of the management designees, if named as proxyholder, to vote for the above resolution unless otherwise directed.

Grant Thornton has been the auditor of the Corporation since October 24, 2011. See “Audit Committee” above for certain information regarding the Audit Committee, including the fees paid to the Corporation’s auditors in the last fiscal year, that is required to be disclosed in accordance with NI 52-110.

## 5. Re-approval of Stock Option Plan

The Plan, being the Corporation’s stock option plan, was previously approved by the shareholders of the Corporation on June 25, 2018. Policy 4.4 (“**Policy 4.4**”) of the TSX Venture Exchange Inc. (the “**Exchange**”) requires that the Plan receive shareholder approval at the Corporation’s annual general meeting. In accordance with Policy 4.4, shareholders will be asked to consider and if thought fit, approve an ordinary resolution re-approving, adopting and ratifying the Plan as the Corporation’s stock option plan.

The Plan shall be administered by the Board or, if appointed from time to time, by a committee of the Board. The aggregate number of Common Shares which may be reserved for issuance under the Plan shall not exceed 10% of the Corporation’s issued and outstanding Common Shares. The number of Common Shares subject to an Option to a participant shall be determined by the Board, but no participant shall be granted an Option which exceeds the maximum number of shares permitted by any stock exchange on which the Common Shares are then listed, or other regulatory body having jurisdiction. The exercise price of the Common Shares covered by each Option shall be determined by the Board, provided however, that the exercise price shall not be less than the price permitted by any stock exchange on which the Common Shares are then listed, or other regulatory body having jurisdiction. The maximum length of any Option shall be ten years from the date the Option is granted, provided that participant’s Options expire 30 days after a participant ceases to act for the Corporation, subject to extension at the discretion of the Board, except upon the death of a participant, in which case the participant’s estate shall have 12 months in which to exercise the outstanding Options, and except upon termination for cause, in which case the Options expire on the termination date. The Plan includes a provision that should an Option expiration date fall within a blackout period or immediately following a blackout period, the expiration date will automatically be extended for ten business days following the end of the blackout period. The Board has the absolute discretion to amend or terminate the Plan.

The text of the ordinary resolution to be considered at the Meeting will be substantially as follows:

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

1. the stock option plan of the Corporation be approved substantially in the form attached as Schedule “B” to the Corporation’s management information circular dated May 23, 2019 (the “**Plan**”) and the Plan be and is hereby ratified, approved and adopted as the stock option plan of the Corporation;
2. the form of the Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;
3. the issued and outstanding stock options previously granted shall be continued under and governed by the Plan;
4. the shareholders of the Corporation hereby expressly authorize the Board to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and

5. any one director or officer of the Corporation is authorized and directed, on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”

It is the intention of the management designees, if named as proxyholder, to vote for the above resolution unless otherwise directed.

## 6. **Deferred Share Unit Plan and Restricted Share Unit Plan**

On April 4, 2019 the Board passed a resolution adopting a deferred share unit plan (the “**DSU Plan**”) and a restricted share unit plan (the “**RSU Plan**”) attached hereto as Schedule “C” and Schedule “D”, respectively. The implementation of a DSU Plan and RSU Plan have been adopted to provide a vehicle by which equity-based incentives may be awarded to the employees, consultants, directors and officers of the Corporation, to recognize and reward their significant contributions to the long-term success of the Corporation and to align the employees’, consultants’ directors’ and officers’ interests more closely with the shareholders of the Corporation. Pursuant to the DSU Plan and RSU Plan, the Board, through the Corporation’s Compensation Committee, may grant deferred share unit awards (“**DSUs**”) and restricted share unit awards (“**RSUs**”) as an incentive payment to eligible persons. The Board intends to use DSUs and RSUs as part of the Corporation’s overall executive compensation plan.

The maximum number of equity-linked compensation units including stock options, DSUs and RSUs that may be reserved for issuances shall not exceed 10% of the outstanding Common Shares of the Corporation.

### *DSUs*

DSUs vest 1/3 on the first, second, and third anniversary of the date of grant. If a participant ceases to hold tenure prior to the DSU scheduled vesting date, the participant’s right to such non-vested DSUs shall terminate and be forfeited.

The value of the vested DSUs shall be redeemable by the participant at the participant’s option following resignation, retirement, or death. The value of the DSUs redeemed shall be equal to the market value, defined as the five-day volume weighted average price, of the Corporation’s shares and shall be paid in the form of cash less applicable withholding taxes.

The Board may, subject to shareholders and stock exchange approvals, redeem all or a portion of the vested DSUs by issuing an equivalent number of the Corporation’s shares on a one-for-one basis.

### *RSUs*

RSUs will vest based on a schedule determined by the Board, which may be based on continued employment, services provided, or other such terms and conditions including, without limitation, performance criteria. Unless otherwise determined by the Board, RSUs will vest 1/3 on the first, second, and the earlier of the third anniversary of the date of grant or December 15 of the third calendar year following the service year in respect of which the RSUs were granted.

The expiry date of each RSU shall be determined by the Board. On the participant’s termination date, any RSUs that haven’t vested shall terminate and become null and void as of such date with

the exception of termination by reason of death. If termination occurs as a result of retirement, any RSUs which have not vested terminate immediately, other than those RSUs which would have become vested RSUs within one year from the date of retirement, which will continue to vest in accordance with the plan. If termination occurs as a result of termination for cause, the participant shall forfeit any and all rights to hold or be paid out in respect of all RSUs, whether they be vested RSUs or not.

The RSU payment date is to be selected by the Board following the vesting date of the RSU, but shall not extend beyond December 15 of the third year following the service year for any particular RSU grant. The payment shall be equal to the number of vested RSUs at the fair market value, defined as the five-day volume weighted average price of the Corporation's shares, and shall be paid in the form of cash less applicable withholding taxes.

Subject to Exchange policies and shareholder approvals, the Board may elect to issue a number of whole shares of the Corporation that is equal to the number of whole vested RSUs, in lieu of a cash payment.

The DSU Plan and RSU Plan remain subject to Exchange policies and requisite shareholder approvals, including disinterested shareholder approval in accordance with the policies of the Exchange.

The text of the ordinary resolution to be considered at the Meeting will be substantially as follows:

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

1. The DSU Plan and RSU Plan of the Corporation be approved substantially in the form attached as Schedule “C” and “D” to the Corporation’s management information circular dated May 23, 2019 (the **“Share Unit Plans”**), and the Share Unit Plans be and are hereby ratified, approved and adopted as the DSU Plan and RSU Plan of the Corporation and the Board is hereby authorized, without further approval of the Shareholders, to make any further amendments to the Share Unit Plans as may be required by the Exchange.
2. Any director or officer of the Corporation is hereby authorized for, on behalf of, and in the name of the Corporation to do and perform or cause to be done or performed all such things, to take or cause to be taken all such actions, to execute and deliver or cause to be executed and delivered all such agreements, documents and instruments, contemplated by, necessary or desirable in connection with the Share Unit Plans and the foregoing resolutions, as may be required from time to time and contemplated and required in connection therewith, or as such director or officer in their discretion may consider necessary, advisable or appropriate in order to give effect to the intent and purposes of the foregoing resolutions, and the doing of such things, the taking of such actions and the execution of such agreements, documents and instruments shall be conclusive evidence that the same have been authorized and approved hereby.

It is the intention of the management designees, if named as proxyholder, to vote for the above resolution unless otherwise directed.

### **APPROVAL REQUIREMENTS**

All special resolutions to be brought before the Meeting require, for the passing of the same, a two-thirds majority of the votes cast at the Meeting by the holders of Common Shares. All ordinary resolutions require, for the passing of the same, a simple majority of the votes cast at the Meeting by the holders of Common

Shares. All approvals by disinterested shareholders require the approval of the shareholders not affected by, or interested in, the matter to be approved.

**ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available on SEDAR at [www.sedar.com](http://www.sedar.com). Financial information in respect of the Corporation's most recently completed financial year is provided, or will be provided, in the Corporation's comparative financial statements and management discussion and analysis available on SEDAR. A shareholder may contact the Corporation at the following address to obtain a copy of the Corporation's most recent financial statements and management discussion and analysis:

ATHABASCA MINERALS INC.  
1319 91 Street SW  
Edmonton, AB T6X 1H1  
Attention: Chief Executive Officer

**BOARD APPROVAL**

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

**SCHEDULE "A"**  
**AUDIT COMMITTEE CHARTER**

*(See Below)*

**ATHABASCA MINERALS INC.**  
**(the “Corporation”)**

**Audit Committee Charter**

**I. OVERVIEW**

The Audit Committee is responsible to the Board for the assessment and monitoring of corporate policies and decision making as implemented by Management to manage financial aspects of the Company and to mitigate risk.

**II. COMMITTEE MEMBERSHIP**

The Audit Committee shall be appointed by the Board and be composed of three financially literate Directors, one of whom has accounting or related financial expertise and two of whom are independent. The Chairman of the Committee shall be appointed by the Board for a one-year term and may serve any number of consecutive terms.

**III. COMMITTEE MEETINGS**

The Audit Committee shall meet at least four times per financial year, at least once in each financial quarter, and it may call special meetings as required. A Quorum at meetings of the committee shall be two members.

The Chairman shall, in consultation with management and the external auditor, establish an agenda for the meetings and ensure that the agenda and properly prepared agenda materials are circulated to the Committee Members with sufficient time for study prior to the meeting.

The minutes of the Committee meetings shall accurately record the decisions reached and shall be distributed to Committee Members with copies to other Members of the Board, the Chief Financial Officer, the Corporate Secretary and the external auditor.

**IV. COMMITTEE MANDATE**

The Committee shall have unrestricted access to company personnel and documents and will be provided with the resources necessary to carry out its responsibilities. It is authorized, at the Company's expense, to retain independent counsel and other advisors as it determines necessary to carry out its duties and to set their compensation.

**(a) Financial**

The Committee is responsible to:

- 1 Satisfy itself, after discussion with management and with the external auditors, that matters such as selection of accounting policies, major accounting adjustments, accruals and estimates are appropriate and that the Company's financial statements are fairly presented in accordance with generally accepted accounting principles, and recommend their approval to the Board.

- 2 Satisfy itself that the Company's quarterly and annual financial statements, Quarterly and Annual Reports to Shareholders, quarterly and annual news releases of financial results and other financial publications (including, but not restricted to Management's Discussion and Analysis and any prospectus or offering circular) are accurate, factual and contain all material information without any omission of details.
- 3 Satisfy itself through discussions with, and/or reports from the management, and reports from the external auditors that the Company's accounting systems are reliable and that the prescribed internal controls are appropriate and are operating effectively. In particular, it will:
  - (i) Direct the external auditors' examination to particular areas that are of concern to the Committee.
  - (ii) When required, request the external auditors to undertake special examinations.
  - (iii) Review internal control weaknesses identified by the external auditors together with management's response.
  - (iv) Review the appointment of the Chief Financial Officer and key financial executives and formulate clear hiring policies for partners, employees, former partners and former employees of the Company's present and former external auditors.
- 4 Satisfy itself that the Company has implemented appropriate systems of internal control to ensure compliance with legal, regulatory and ethical requirements. In particular it will:
  - (i) Inquire of management and the external auditors about significant risks or exposures and assess the steps management has taken to minimize such risks.
  - (ii) Annually review the Policy on Business Conduct and its promulgation and enforcement.
  - (iii) Investigate fraud, illegal acts and conflicts of interest.
  - (iv) Discuss selected issues with corporate counsel.
  - (v) Establish a procedure for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls, auditing matters and wrongdoings and employees' confidential anonymous submission of concerns regarding such matters.
- 5 Review the planning for, and the results of, the external audit to satisfy itself that it is being effectively and efficiently carried out. In particular it will:
  - (i) Approve the external auditors' engagement letter ensuring that there is a clear understanding that the external auditors are responsible to the Committee and the Board as the representatives of the Shareholders.
  - (ii) Assess the reasonableness of the estimated audit fees.

- (iii) Review and agree on the scope of the audit, including materiality, audit reports required, areas of audit risk and timetable deadlines.
- (iv) Agree on any significant changes to be made to the audit plan.
- (v) Review the external auditors' confirmation of independence and procedures to ensure independence.
- (vi) Review the external auditors' management letters together with management's responses.
- (vii) Review the representation letters provided to the external auditors and the Committee by management.
- (viii) Review the external auditors' report.
- (ix) Pre-approve the non-audit services to be performed by the external auditors and the fees charged therefor.
- (x) Discuss with management the assessment of the external auditors' performance.
- (xi) Review the external auditors' final determination of the materiality threshold and the nature and amount of unadjusted errors.
- (xii) Request the external auditors to express their opinion as to whether accounting principles and policies, disclosure practices and estimates are the "most appropriate" for the company.
- (xiii) Recommend to the Board the external auditors for appointment by the shareholders and approve the fees.
- (xiv) Meet privately with the external auditors to discuss pertinent matters, including disputes encountered with management and the quality of accounting personnel.

6 In particular, the Committee should satisfy itself that financial provisions for specific environmental remediation responsibilities are adequate and consider whether a general provision for environmental liabilities is warranted.

7 Review the adequacy of the insurance coverage maintained by the Company.

(b) Risk Management

The Audit Committee will consider risk management measures in areas specified by the Board including, but not limited to, management information systems and foreign exchange.

**V. REPORTING**

- (a) Report, through the Chairman, to the Board following each meeting on the major discussions and decisions made by the Committee.
- (b) Review the mandate of the Audit Committee at least once per year and recommend to the Compensation, Corporate Governance and Nominating Committee any proposed changes.

**SCHEDULE "B"**  
**SHARE OPTION PLAN**

*(See Below)*

## ATHABASCA MINERALS INC.

### STOCK OPTION PLAN

#### 1 Purpose

The purpose of the Plan is to provide an incentive to the directors, officers, employees, consultants and other personnel of the Corporation or any of its subsidiaries to achieve the longer-term objectives of the Corporation; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation; and to attract to and retain in the employ of the Corporation or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation.

#### 2 Definitions and Interpretation

When used in this Plan, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

- (a) **Board** means the Board of the Corporation;
- (b) **Common Shares** means common shares in the capital of the Corporation and any shares or securities of the Corporation into which such common shares are changed, converted, subdivided, consolidated or reclassified;
- (c) **Corporation** means Athabasca Minerals Inc. and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board or a duly empowered committee appointed by the Board;
- (d) **Discounted Market Price** means the last per share closing price for the Common Shares on the Exchange before the date of grant of an Option, less any applicable discount under Exchange Policies;
- (e) **Exchange** means the TSX Venture Exchange Inc. or any other stock exchange on which the Common Shares are listed;
- (f) **Exchange Policies** means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;
- (g) **Expiry Date** has the meaning ascribed thereto in Section 8 hereof;
- (h) **Insider** has the meaning ascribed thereto in Exchange Policies;
- (i) **Option** means an option granted by the Corporation to an Optionee entitling such Optionee to acquire a designated number of Common Shares from treasury at a price determined by the Board;

- (j) **Option Period** means the period determined by the Board during which an Optionee may exercise an Option, not to exceed the maximum period permitted by the Exchange, which maximum period is ten (10) years from the date the Option is granted;
- (k) **Optionee** means a person who is a director, officer, employee, consultant or other personnel of the Corporation or a subsidiary of the Corporation; a corporation wholly-owned by such persons; or any other individual or body corporate who may be granted an option pursuant to the requirements of the Exchange, who is granted an Option pursuant to this Plan;
- (l) **Plan** shall mean the Corporation's incentive stock option plan as embodied herein and as from time to time amended;
- (m) **Restricted Option** has the meaning ascribed thereto in Section 8 hereof; and
- (n) **Termination Date** has the meaning ascribed thereto in Section 10(b) hereof.

Capitalized terms in the Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policy, including without limitation "Blackout Period", "Consultant", "Employee", "Director", "Insider", "Investor Relations Activities", "Management Company Employee", "Tier 1 Issuer" and "Tier 2 Issuer".

Wherever the singular or masculine is used in this Plan, the same shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so require.

### **3 Administration**

The Plan shall be administered by the Board. The Board shall have full and final discretion to interpret the provisions of the Plan and to prescribe, amend, rescind and waive rules and regulations to govern the administration and operation of the Plan. All decisions and interpretations made by the Board shall be binding and conclusive upon the Corporation and on all persons eligible to participate in the Plan, subject to shareholder approval if required by the Exchange. Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of the Plan to a committee of directors appointed from time to time by the Board, in which case all references herein to the Board shall be deemed to refer to such committee.

### **4 Eligibility**

The Board may at any time and from time to time designate those Optionees who are to be granted one or more Options pursuant to the Plan and grant one or more Options to such Optionee. Subject to Exchange Policies and the limitations contained herein, the Board is authorized to provide for the grant and exercise of Options on such terms (which may vary as between Options) as it shall determine. No Option shall be granted to any person except upon recommendation of the Board. A person who has been granted an Option may, if such person is otherwise eligible and if permitted by Exchange Policies, be granted an additional Option or Options if the Board shall so determine.

### **5 Participation**

Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Optionee's relationship or employment with the Corporation.

Notwithstanding any provision of this Plan or any Option to the contrary, the granting of an Option pursuant to the Plan shall in no way be construed as conferring on any Optionee any right with

respect to continuance as a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation.

Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director or officer of or a consultant to the Corporation or any of its subsidiaries, where the Optionee at the same time becomes or continues to be a director, officer or full-time employee of or a consultant to the Corporation or any of its subsidiaries.

Options will not be granted to an officer, employee or consultant of the Corporation, unless such participant is a *bona fide* Officer, Employee or Consultant of the Corporation.

No Optionee shall have any of the rights of a shareholder of the Corporation in respect to Common Shares issuable on exercise of an Option until such Common Shares shall have been paid for in full and issued by the Corporation on exercise of the Option, pursuant to this Plan.

## **6 Common Shares Subject to Options**

The number of authorized but unissued Common Shares that may be issued upon the exercise of Options granted under the Plan at any time plus the number of Common Shares reserved for issuance under outstanding incentive stock options otherwise granted by the Corporation shall not exceed 10% of the issued and outstanding Common Shares on a non-diluted basis at any time, and such aggregate number of Common Shares shall automatically increase or decrease as the number of issued and outstanding Common Shares changes. The Options granted under the Plan together with all of the Corporation's other previously established stock option plans or grants, shall not result at any time in:

- (a) the number of Common Shares reserved for issuance pursuant to Options granted to Insiders exceeding 10% of the issued and outstanding Common Shares;
- (b) the grant to Insiders within a 12 month period, of a number of Options exceeding 10% of the outstanding Common Shares; or
- (c) the grant to all Optionees performing investor relations services, whether Consultants or Employees, of a number of Options exceeding 2% of the issued and outstanding Common Shares.

Subject to Exchange Policies, the aggregate number of Common Shares reserved for issuance to any one (1) Optionee under Options granted in any 12 month period shall not exceed 5% of the issued and outstanding Common Shares determined at the date of grant. The aggregate number of Common Shares reserved for issuance to an Optionee who is a Consultant shall not exceed 2% of the issued and outstanding Common Shares determined at the date of grant.

Appropriate adjustments shall be made as set forth in Section 14 hereof, in both the number of Common Shares covered by individual grants and the total number of Common Shares authorized to be issued hereunder, to give effect to any relevant changes in the capitalization of the Corporation.

If any Option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Common Shares subject thereto shall again be available for the purpose of the Plan.

## **7 Option Agreement**

A written agreement will be entered into between the Corporation and each Optionee to whom an Option is granted hereunder, which agreement will set out the number of Common Shares subject

to option, the exercise price and any other terms and conditions approved by the Board, all in accordance with the provisions of this Plan (herein referred to as the **Stock Option Agreement**). The Stock Option Agreement will be in such form as the Board may from time to time approve, and may contain such terms as may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Optionee may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

Should the terms and conditions contained in the Stock Option Agreement be inconsistent with the provisions of the Plan, the terms and conditions of the Plan will supersede those of the Stock Option Agreement.

## **8 Option Period and Exercise Price**

Each Option and all rights thereunder shall be expressed to expire on the date set out in the respective Stock Option Agreement, which shall be the date of the expiry of the Option Period (the Expiry Date), subject to earlier termination as provided in Sections 10 and 11 hereof. Notwithstanding the above, if the Expiry Date for any Option falls within a Blackout Period (such Options to be referred to as Restricted Options), the Expiry Date of such Restricted Options shall be automatically extended to the date that is the 10<sup>th</sup> Business Day following the end of the Blackout Period, such 10<sup>th</sup> Business Day to be considered the Expiry Date for such Restricted Options for all purposes under the Plan.

Subject to Exchange Policies and any limitations imposed by any relevant regulatory authority, the exercise price of an Option granted under the Plan shall be as determined by the Board when such Option is granted and shall be an amount that is not less than the Discounted Market Price of the Common Shares.

## **9 Exercise of Options**

Unless otherwise specified by the Board at the time of granting an Option and except as otherwise provided in this Plan, each Option will vest and be exercisable as follows:

- (a) one third of the Common Shares issuable pursuant to the exercise of an Option shall vest and may be purchased by way of the exercise of such Option on the date that is six months from the date of grant of such Option;
- (b) an additional one third of the Common Shares issuable pursuant to the exercise of an Option shall vest and may be purchased by way of the exercise of such Option on the date that is one year from the date of grant of such Option; and
- (c) the remaining one third of the Common Shares issuable pursuant to the exercise of an Option shall vest and may be purchased by way of the exercise of such Option on the date that is 18 months from the date of the grant of such Option.

The exercise of any Option will be conditional upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Common Shares in respect of which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Common Shares with respect to which the Option is being exercised.

Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares pursuant thereto shall comply with all relevant provisions of applicable securities law and the requirements of the Exchange. As a condition to the exercise of an Option, the Corporation may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are

being purchased only for investment and without any present intention to sell or distribute such Common Shares if, in the opinion of counsel for the Corporation, such a representation is required by law.

#### **10 Ceasing to be a Director, Officer, Employee or Consultant**

Unless otherwise determined by the Board, and subject to the Exchange Policies,

- (a) where an Optionee's employment or term of office with the Corporation ceases by reason of the Optionee's death then the provisions of Section 11 hereof shall apply;
- (b) where an Optionee's employment or term of office ceases by reason of (i) termination by the Corporation without cause (whether such termination occurs with or without any adequate reasonable notice, or with or without any adequate compensation in lieu of such reasonable notice) or (ii) voluntary resignation by such Optionee, then any Options held by such Optionee that are exercisable on the date such Optionee's employment or term of office ceases (the **Termination Date**) shall continue to be exercisable by such Optionee until the earlier of (A) the date that is thirty (30) days following the Termination Date and (B) the Expiry Date. Any Options held by such Optionee that are not exercisable as of the Termination Date shall immediately expire and be cancelled on the Termination Date; and
- (c) where an Optionee's employment or term of office ceases by reason of termination by the Corporation for cause, then any Options held by such Optionee, whether or not exercisable as of the Termination Date, shall immediately expire and be cancelled on the Termination Date.

#### **11 Death of Optionee**

In the event of the death of an Optionee, the Option previously granted to him shall be exercisable within one (1) year following the date of the death of the Optionee or prior to the expiry of the Option Period, whichever is earlier, and then only:

- (a) by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution, or by the Optionee's legal personal representative; and
- (b) to the extent that the Optionee was entitled to exercise the Option at the date of the Optionee's death.

#### **12 Optionee's Rights Not Transferable**

No right or interest of any Optionee in or under the Plan is assignable or transferable, in whole or in part, either directly or by operation of law or otherwise in any manner except by bequeath or the laws of descent and distribution, subject to the requirements of the Exchange, or as otherwise allowed by the Exchange.

Subject to the foregoing, the terms of the Plan shall bind the Corporation and its successors and assigns, and each Optionee and his heirs, executors, administrators and personal representatives.

#### **13 Takeover or Change of Control**

The Corporation shall have the power, in the event of:

- (a) any disposition of all or substantially all of the assets of the Corporation, or the dissolution, merger, amalgamation, business combination or consolidation of the Corporation with or into any other corporation or of such corporation into the Corporation, or
- (b) any change in control of the Corporation,

to make such arrangements as it shall deem appropriate for the exercise of outstanding Options or continuance of outstanding Options, including without limitation, to amend any Stock Option Agreement to permit the exercise of any or all of the remaining Options prior to the completion of any such transaction. If the Corporation shall exercise such power, the Option shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Corporation prior to the completion of such transaction.

#### **14 Anti-Dilution of the Option**

In the event of:

- (a) any subdivision, redivision or change of the Common Shares at any time during the term of the Option into a greater number of Common Shares, the Corporation shall deliver, at the time of any exercise thereafter of the Option, such number of Common Shares as would have resulted from such subdivision, redivision or change if the exercise of the Option had been made prior to the date of such subdivision, redivision or change;
- (b) any consolidation or change of the Common Shares at any time during the term of the Option into a lesser number of Common Shares, the number of Common Shares deliverable by the Corporation on any exercise thereafter of the Option shall be reduced to such number of Common Shares as would have resulted from such consolidation or change if the exercise of the Option had been made prior to the date of such consolidation or change;
- (c) any rights offering of Common Shares, the number of Common Shares available under Options granted and the exercise price allocated to Options shall be adjusted, in such manner and by such procedure deemed appropriate by the Board, subject to applicable law and the Exchange Policies to reflect adjustments in the number of Common Shares arising as a result of such rights offering;
- (d) any reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares, or in case of the consolidation, amalgamation or merger of the Corporation with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or in case of any transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation, at any time during the term of the Option, the Optionee shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which the Optionee was theretofore entitled upon exercise of the Option, the kind and amount of shares and other securities or property which such Optionee would have been entitled to receive as a result of such reclassification, change, consolidation, amalgamation, merger or transfer if, on the effective date thereof, the Optionee had been the holder of the number of Common Shares to which the Optionee was entitled upon exercise of the Option.

Adjustments shall be made successively whenever any event referred to in this section shall occur. For greater certainty, the Optionee shall pay for the number of shares, other securities or property as aforesaid, the amount the Optionee would have paid if the Optionee had exercised the Option prior to the effective date of such subdivision, redivision, consolidation or change of the Common

Shares or such reclassification, consolidation, amalgamation, merger or transfer, as the case may be.

## **15 Costs**

The Corporation shall pay all costs of administering the Plan.

## **16 Termination and Amendment**

- (a) The Board may amend or terminate this Plan or any outstanding Option granted hereunder at any time without the approval of the shareholders of the Corporation or any Optionee whose Option is amended or terminated, in order to conform this Plan or such Option, as the case may be, to applicable law or regulation or the requirements of the Exchange or any relevant regulatory authority, whether or not such amendment or termination would affect any accrued rights, subject to the approval of the Exchange or such regulatory authority.
- (b) The Board may amend or terminate this Plan or any outstanding Option granted hereunder for any reason other than the reasons set forth in Section 16(a) hereof, subject to the approval of the Exchange or any relevant regulatory authority and the approval of the shareholders of the Corporation if required by the Exchange or such regulatory authority. Subject to Exchange Policies, disinterested shareholder approval will be obtained for any reduction in the exercise price of an Option if the Optionee is an Insider of the Corporation at the time of the proposed amendment. No such amendment or termination will, without the consent of an Optionee, alter or impair any rights which have accrued to him prior to the effective date thereof.
- (c) The Plan, and any amendments hereto, shall be subject to acceptance and approval by the Exchange. Any amendment to the Plan shall take effect only with respect to Options granted after the effective date of such amendment, provided that any such amendment may apply to any outstanding Options with the mutual consent of the Corporation and the Optionee to whom such Options have been granted, and any such Options or any Options granted prior to such Exchange approval and acceptance and effected by any such amendment shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless and until such approval and acceptance are given.

## **17 Withholding Tax**

Upon exercise of an Option, the Optionee will, upon notification of the amount due and prior to or concurrently with the delivery of the certificates representing the Common Shares, pay to the Corporation amounts necessary to satisfy applicable withholding tax requirements or will otherwise make arrangements satisfactory to the Corporation for such requirements. In order to implement this provision, the Corporation or any related corporation will have the right to retain and withhold from any payment of cash to the Optionee the amount of taxes required to be withheld or otherwise deducted and paid in respect of such exercise. At its discretion, the Corporation may require an Optionee receiving Common Shares upon the exercise of an Option to reimburse the Corporation for any such taxes required to be withheld by the Corporation and withhold any distribution to the Optionee in whole or in part until the Corporation is so reimbursed. In lieu thereof, the Corporation will have the right to withhold from any cash amount due or to become due from the Corporation to the Optionee an amount equal to such taxes. The Corporation may also retain and withhold or the Optionee may elect, subject to approval by the Corporation at its sole discretion, to have the Corporation arrange for the sale on behalf of such Optionee a number of Common Shares having a market value not less than the amount of such taxes required to be withheld by the Corporation to reimburse the Corporation for any such taxes.

**18 Applicable Law**

This Plan shall be governed by, administered and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

**19 Prior Plans**

On the effective date (as set out in Section 20 hereof), subject to Exchange approval and, if required, shareholder approval:

- (a) the Plan shall entirely replace and supersede prior stock option plans, if any, enacted by the Corporation; and
- (b) all outstanding options shall be deemed to be granted pursuant to the Plan.

**20 Effective Date**

This Plan shall become effective as of and from, and the effective date of the Plan shall be July 3, 2013, as amended, upon receipt of all necessary shareholder and regulatory approvals.

**SCHEDULE "C"**  
**DSU PLAN**

*(See Below)*

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ATHABASCA MINERALS INC.  
DEFERRED SHARE UNIT PLAN  
In relation to Directors, Officers and Employees  
Effective as of May 13, 2019

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1. PURPOSE OF THE DSU PLAN

**1.1** The purpose of this DSU Plan is to advance the interests of the Corporation by:

- (a) aligning the interests of selected Directors, Officers and Employees with the interests of the Shareholders generally;
- (b) encouraging selected Directors, Officers and Employees to remain associated with the Corporation; and
- (c) furnishing selected Directors, Officers and Employees with an additional incentive in their efforts on behalf of the Corporation.

2. Definitions, CONSTRUCTION AND INTERPRETATION

**2.1 Definitions** - In this DSU Plan, the words and terms set forth in Section 1.1 of the attached Schedule "A" shall have the meanings set forth therein unless otherwise stated.

**2.2 Construction and Interpretation** - In this DSU Plan, the rules of construction and interpretation shall be as set forth in Section 1.2 of the attached Schedule "A".

3. ELIGIBILITY

**3.1** This DSU Plan is effective May 13, 2019.

**3.2** All Directors, Officer's and Employees are eligible to participate in the DSU Plan. Participation in the DSU Plan is voluntary and eligibility to participate does not confer upon any Director, Officer or Employee any right to receive any grant of a DSU pursuant to the DSU Plan. The extent to which any Director, Officer or Employee is entitled to receive a grant of a DSU pursuant to the DSU Plan will be determined in the sole and absolute discretion of the Board. In addition, in order to be eligible to receive DSUs, in the case of Employees, the Participation Agreement to which they are party must contain a representation of the Corporation and the Participant that such Employee is a *bona fide* Employee of the Corporation or a Subsidiary.

**3.3** Nothing herein contained shall be deemed to give any person the right to be retained as a Director, Officer or Employee of the Corporation or a Subsidiary. For greater clarity, the right of the Corporation or a Subsidiary to terminate any Participant's employment at any time for cause or without cause is specifically reserved.

4. DEFERRED SHARE UNIT GRANTS

**4.1** The Board (or the Plan Administrator) may, at any time, authorize, subject to the conditions stated herein, a grant of DSUs to Participants.

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- 4.2** The participation of a Participant in this DSU Plan shall be evidenced by a written agreement between the Corporation and the eligible Participant in the form of Schedule “B” hereto or such other form as approved by the Board from time to time.
- 4.3** Subject to adjustment as provided for in Section 7.3 and any subsequent amendment to the DSU Plan, the aggregate number of DSUs that may be issued to Participants under the DSU Plan may not exceed 4,066,060 DSUs.
- 4.4** The maximum number of Shares which may be reserved for issuance under the DSU Plan, together with any of the Corporation’s other Security Based Compensation Arrangements, may not exceed 10% of the issued Shares.
- 4.5** Notwithstanding anything in this DSU Plan:
- (a) unless disinterested Shareholder Approval is obtained (or unless permitted otherwise by the policies of the Stock Exchange):
    - (i) the maximum number of DSUs that may be granted under the DSU Plan to any one Participant within a 12-month period, may not exceed 1% of the issued Shares calculated on the Date of Grant;
    - (ii) the maximum number of DSUs that may be granted under the DSU Plan to in aggregate to all Insiders within a 12-month period, may not exceed 2% of the issued Shares calculated on the Date of Grant;
    - (iii) the maximum number of DSUs that may be granted to any one Participant under the DSU Plan, together with any other Shares that may be exercised and/or issued pursuant to 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; and
    - (iv) the maximum number of DSUs that may be granted under the DSU Plan to all Participants providing investor relations activities, together with any other Shares that may be exercised and/or issued pursuant to 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 provided that DSUs granted to Participants performing investor relations activities will contain vesting provisions such that vesting occurs over at least 12 months with no more than ¼ of the DSUs vesting in any 3 month period.
- 4.6** To the extent any DSUs (or portion(s) thereof) under the DSU Plan terminate or are cancelled for any reason prior to exercise in full and the issuance of Shares, or are surrendered to the Corporation by the Participant prior to exercise in full and the issuance of Shares, except surrenders relating to the payment of the purchase price of any such DSU or the satisfaction of the tax withholding obligations related to any such DSU, such DSUs (or portion(s) thereof) shall be added back to the amount of DSUs reserved for issuance under this DSU Plan and will again become available for issuance as DSUs to be granted under this DSU Plan.
- 4.7** For greater certainty, when Shares have been issued pursuant to a DSU, such “issued” DSUs will not be added back to the amount of DSUs issuable under the DSU Plan.

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- 4.8** Any Shares issued by the Corporation through the assumption or substitution of equity-based awards from an acquired company shall not reduce the number of Shares available for issuance pursuant to the exercise of DSUs granted under the DSU Plan.

5. VESTING

- 5.1** Subject to the continued tenure of a Participant as a Director, Employee or Officer in the capacity contemplated in relation to the grant of the DSUs in question, 1/3<sup>rd</sup> of the DSUs are scheduled to vest on the first and second (annual) anniversary of the Date of Grant and the remaining 1/3<sup>rd</sup> of the DSUs are scheduled to vest on the third (annual) anniversary of the Date of Grant (each a “**DSU Scheduled Vesting Date**”). If a Participant ceases to hold tenure as a Director, Employee or Officer (in the capacity contemplated) prior to a DSU Scheduled Vesting Date, unless the Board determines otherwise, the Participant’s right to such non-vested DSUs shall terminate and be forfeited and the Participant, or any person claiming through them, shall not be entitled to any monies, Shares or other compensation in relation thereto. If the DSUs do vest, such Participant’s right to its DSUs will be determined in accordance with Section 8 below.

6. CHANGE OF CONTROL

- 6.1** If at any time when a DSU granted under this DSU Plan remains unredeemed with respect to any DSUs and:

- (a) a person makes an offer to acquire Shares that, regardless of whether the acquisition is completed, would make the person an Acquiring Person;
- (b) the Corporation proposes to sell all or substantially all of its assets and undertakings;
- (c) the Corporation proposes to merge, amalgamate or be absorbed by or into any other corporation (save and except for a Related Entity) under any circumstances which involve or may involve or require the liquidation of the Corporation, a distribution of its assets among its shareholders, or the termination of the corporate existence of the Corporation;
- (d) the Corporation proposes an arrangement as a result of which a majority of the outstanding Shares of the Corporation would be acquired by a third party; or
- (e) any other form of transaction is proposed which the majority of the Board determines is reasonably likely to have similar effect as any of the foregoing,

(each a “**Change of Control Event**”), then, in connection with any of the foregoing Change of Control Events, the vesting of all DSUs and the time for the fulfilment of any conditions or restrictions on such vesting shall, in the Board’s discretion, be accelerated to a date or time immediately prior to the effective time of the Change of Control Event, subject to any required approval of the Stock Exchange (if applicable), and the Board, in its discretion, may authorize and implement one or both of the following additional courses of action:

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- (a) terminate without any payment or other consideration, any non-vested DSUs or vested DSUs not redeemed by the effective time of the Change of Control Event; and/or
  - (b) cause the Corporation to offer to acquire from each Participant his or her DSUs for a cash payment equal to the market price paid per Share pursuant to the Change of Control Event, and any DSUs not so acquired by the effective time of the Change of Control Event will be deemed to have terminated.

**6.2** For greater certainty, and notwithstanding anything else to the contrary contained in this Plan, the Board shall have the power, in its discretion, in any Change of Control Event which may or has occurred, to make such arrangements and make such determinations as it shall deem appropriate for the vesting and exercise of outstanding DSUs including to modify the terms of this DSU Plan and/or the DSUs and the value thereof as contemplated above, subject to any required approvals under Applicable Law. If the Board exercises such power, the DSUs shall be deemed to have been amended to permit the redemption thereof in whole or in part by the Participant at any time or from time to time as determined by the Board prior to or in conjunction with completion of the Change of Control Event. For clarity, any determination may specify that it may be revoked if for any reason the Change in Control Event is not completed.

## 7. ACCOUNTS, DISTRIBUTION EQUIVALENTS AND REORGANIZATION

- 7.1** An account, to be known as a “*Deferred Share Unit Account*” (“**DSU Account**”) shall be maintained by the Corporation for each Participant and will be credited with notional grants of DSUs received by a Participant from time to time.
- 7.2** A Participant’s DSU Account will be credited, until the Participant’s Termination Date, with Dividend Equivalents in the form of an additional number of DSUs if any dividends other than stock dividends are declared and paid by the Corporation on the Shares. Such Dividend Equivalents will be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of DSUs recorded in the Participant’s DSU Account on the record date for the payment of such dividend, by (b) the Market Value on the date such dividend was paid. The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in this DSU Plan shall be interpreted as creating such an obligation.
- 7.3** In the event of any Share split, stock dividend, combination or exchange of Shares, merger, arrangement, re-organization, re-capitalization, consolidation, spin-off or other distribution (other than normal cash, note or Share distributions) of the Corporation’s assets to Shareholders, or any other similar changes affecting the Corporation, such proportionate adjustments, to reflect such change or changes shall be made with respect to the number of DSUs outstanding under this DSU Plan, all as determined by the Board in its discretion, and in accordance with the rules and policies of the Stock Exchange. All adjustments under this Section 7.3 shall, at all times, be in compliance with the provisions of Tax Act Regulation 6801(d), as applicable.
- 7.4** Where the Board determines that the provisions provided in Section 7.3 would not preserve proportionately the rights, value and obligations of the Participants holding such DSUs in the circumstances or otherwise determines that it is appropriate, the Board may, but is not required to, permit the immediate vesting of any unvested DSUs.

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- 7.5** For greater certainty, no amount will be paid to, or in respect of, a Participant under this DSU Plan or pursuant to any other arrangement, and no additional DSUs will be granted to a Participant to compensate for a downward fluctuation in the fair market value of the Shares, nor will any other form of benefit be conferred upon, or in respect of a Participant for such purpose.
- 7.6** Except as expressly provided in pursuant to Section 7.3, neither the issue by the Corporation of shares of any class, any securities 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 DSUs.
- 7.7** No fractional Shares will be issued pursuant to a DSU. Accordingly, if, as a result of any adjustment under Section 7.3 or a Dividend Equivalent, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

## 8. REDEMPTION ON RESIGNATION, RETIREMENT OR DEATH

- 8.1** The value of the vested DSUs credited to a Participant's DSU Account shall be redeemable by the Participant (or, where the Participant has died, his or her estate) at the Participant's option (or after the Participant's death at the option of his or her legal representative) following the event, including Resignation or Retirement or death, causing the Participant to be no longer any of a Director, Officer or Employee of the Corporation or of a Subsidiary of the Corporation (the "**Participant's Termination Date**"). The Participant (or after the Participant's death, his or her legal representative) shall, by filing a written notice of redemption in the form of Schedule "C" hereto (subject to any changes in such form made by the Board from time to time) with the Secretary of the Corporation, specify a redemption date (the "**Redemption Date**") which in any event must be after the date on which the notice of redemption is filed with the Corporation and within the period from the Participant's Termination Date to and including:
- (a) in the case of termination with or without cause being the triggering event for the Participant's Termination Date, not later than 30 days after such termination;
  - (b) in the case of Resignation or Retirement being the triggering event for the Participant's Termination Date, not later than 90 days after the date of Resignation or Retirement; or
  - (c) in the case of death being the triggering event for the Participant's Termination Date, not later than 180 days after the date of death;

(each, a "**Redemption Period**"). For greater clarity, the notice of redemption must be filed with the Corporation in the manner stated herein during the Redemption Period. If no notice of redemption is given, then all DSUs in the Participant's DSU Account will be redeemed at the end of the applicable Redemption Period, for cash or Shares, or a combination of both, at the discretion of the Board and otherwise subject to the terms hereof.

- 8.2** The value of the DSUs redeemed by or in respect of a Participant pursuant to Section 8.1 shall be the Market Value on the Participant's Redemption Date and shall be paid by the Payor, as

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soon as practicable after the Participant's Redemption Date, to the Participant (or, if the Participant has died, to his or her estate), subject to Section 8.3, in the form of a cash sum equal to the Market Value of the number of DSUs redeemed, net of any applicable Withholding Taxes. In any event, such payment date shall be no later than December 31 of the first calendar year commencing after the Participant's Termination Date.

- 8.3** Subject to the prior attainment of any required Shareholder, Stock Exchange or other approval(s), and subject to compliance with Applicable Laws, the Board may, at its option, direct the Corporation to redeem all or a portion of the vested DSUs by obtaining through the facilities of the Stock Exchange, or issuing from treasury, and thereafter providing to the Participant an equivalent number of Shares on a one for one basis, net of such number of Shares equal in aggregate value to the applicable Withholding Taxes. Any Shares issued by the Corporation under this DSU Plan shall be considered fully paid and non-assessable in consideration of past service. The Corporation shall pay all brokerage fees and commissions arising in connection therewith.
- 8.4** Notwithstanding the foregoing, if the Redemption Date in respect of any DSUs occurs during a Blackout Period, or within 10 business days after the expiry of a Blackout Period, then the Redemption Date shall be the date that is the tenth business day after the expiry of the Blackout Period.
- 8.5** For greater certainty, a holder of DSUs shall not have any right to demand, be paid in, or receive any specific allocation of Shares or a cash payment in respect of a vested DSU at any time. Notwithstanding any allocation by the Board to settle vested DSUs, or portion thereof, in Shares or make a cash payment therefore, the Corporation reserves the right to change its allocation in respect thereof at any time up until payment is actually made, and the holder of such vested DSUs shall not have the right, at any time to enforce settlement as to the allocation of Shares or cash payment.
- 8.6** The DSUs in respect of which Shares are issued or a cash payment is made shall be cancelled and no further issuances or payments shall be made to the Participant under the DSU Plan in relation to such DSUs.

9. CURRENCY

- 9.1** All references in this DSU Plan to currency refer to lawful Canadian currency.

10. NO SHAREHOLDER RIGHTS AND NO WARRANTY AS TO VALUE

- 10.1** DSUs are not Shares or other securities of the Corporation and, except as specifically provided for herein, will not entitle a Participant to any Shareholder rights, including, without limitation, voting rights, distribution entitlement (other than as set forth in Section 7.2) or rights on liquidation.
- 10.2** The Corporation makes no representation or warranty as to the future value of the Shares or the DSUs issued under this DSU Plan. Further, the value of the DSUs to a Participant shall not be included as compensation or earnings for the purposes of any other benefit plan offered by the Corporation.

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## 11. ADMINISTRATION AND WITHHOLDING TAXES

**11.1** The Board shall have full and complete authority, without notice and without approval of the Shareholders of the Corporation, to amend to interpret, construe and administer, and to delegate the administration of, the DSU Plan, to establish, amend and rescind any rules, provisions and regulations relating to the DSU Plan, and to make any other determinations and perform all other acts that it deems necessary or desirable for the administration of the DSU Plan, provided, however, that, subject to termination of a Participant's employment for cause, no such amendment, modification, change, suspension or termination of the DSU Plan or any DSUs granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the DSU Plan without the consent of the Participant, unless the Board determines such adjustment is required or desirable in order to comply with any Applicable Law or Stock Exchange requirements. Subject to the foregoing, the Board may correct any defect or supply any omission or reconcile any inconsistency in the DSU Plan, or otherwise amend the DSU Plan, in the manner and to the extent the Board deems necessary or desirable. Any decision of the Board in the interpretation, construction and administration of the DSU Plan, or any action, all as described herein, shall lie within its discretion and shall be final, conclusive and binding on all parties concerned for all purposes. Further, the Board may, at any time and without the consent of any Participant, terminate this DSU Plan, except as to rights already accrued hereunder by the Participants. Notwithstanding the foregoing, all actions of the Board shall be such that the DSU Plan continuously meets the conditions of Tax Act Regulation 6801(d) and shall be subject to all regulatory and other required approvals under Applicable Law.

**11.2** Notwithstanding Section 11.1 and subject to any rules of the Stock Exchange, approval of Shareholders shall be required for any amendment, modification or change that:

- (a) increases the number of Shares reserved for issuance under the DSU Plan, except pursuant to the provisions under Section 7.3 which permit the Board to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (b) increases or removal of the limits on Shares issuable or issued to Participants or Insiders as set forth in Section 4;
- (c) permit a holder to transfer or assign DSUs to a new beneficial holder other than in the case of the death of the holder; or
- (d) an amendment to amend this Section 11.2

**11.3** Without limiting the generality of Section 11.1, but subject to Section 11.2, the Board may, without Shareholder approval, at any time or from time to time, amend the DSU Plan for the purposes of:

- (a) making any amendments to the general vesting provisions of each DSU;
- (b) making any amendments to add covenants of the Corporation for the protection of Participants, as the case may be, provided that the Board shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be;

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- (c) making any amendments not inconsistent with the DSU Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants; or
  - (d) making such changes or corrections which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Board shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

**11.4** Unless otherwise determined by the Board, this DSU Plan shall be administered by the Plan Administrator which, where different from the Board, shall be subject to the supervision of the Board.

**11.5** The Corporation will be responsible for all costs relating to the administration of this DSU Plan.

**11.6** For greater clarity, the Corporation may deduct and withhold from any amount payable to a Participant, either under this DSU Plan or otherwise, such amounts as the Corporation determines necessary to comply with Applicable Law including an amount sufficient to satisfy any federal, provincial, local or foreign taxes, pension plan contributions, employment insurance premiums and any other required deductions or contributions (collectively referred to herein as “**Withholding Taxes**”).

**11.7** No member of the Board shall be liable for any action or determination made in good faith pursuant to the DSU Plan.

**11.8** Notwithstanding any other terms of this DSU Plan, DSUs 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 and in effect at the Date of Grant of the DSU, or as otherwise required by Applicable Law or the rules of the Stock Exchange. The Board may at any time waive the application of this Section 11.8 to any Participant or category of Participants.

## 12. ASSIGNMENT

**12.1** Except as permitted by the Board and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant, by will or as required by law, no assignment or transfer of DSUs, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such DSUs whatsoever in any assignee or transferee and immediately upon any such purported assignment or transfer, or any attempt to make the same, such DSUs will terminate and be of no further force or effect.

## 13. UNSECURED PLAN

**13.1** Unless otherwise determined by the Board, this DSU Plan will at all times remain unfunded and the obligations of the Corporation under this DSU Plan shall be general unsecured

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obligations of the Corporation and any amounts due to Participants under this DSU Plan shall be paid out of the general assets of the Corporation. The Corporation shall not segregate any assets for the purpose of funding its obligations with respect to DSUs credited hereunder. Neither the Corporation nor the Board shall be deemed to be a trustee of any amounts to be distributed or paid pursuant to the DSU Plan. No liability or obligation of the Corporation pursuant to the DSU Plan shall be deemed to be secured by any pledge of, or encumbrance on, any property of the Corporation or any Subsidiary.

#### 14. LISTING REQUIREMENTS

**14.1** Any DSU granted under this DSU 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 DSU upon any securities exchange or under any Applicable Law of any jurisdiction, or the consent or approval of the Stock 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 DSU or the issuance or purchase of Shares thereunder, such DSU 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.

#### 15. MISCELLANEOUS

**15.1** The Corporation is not obligated to grant any DSUs, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, in its sole discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any Applicable Law or the requirements of any Stock Exchange upon which the Shares may then be listed.

**15.2** Nothing contained in this DSU Plan or in a DSU shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this DSU Plan or any DSU.

**15.3** In the event of any conflict between the provisions of this DSU Plan and a Participation Agreement, the provisions of this DSU Plan shall govern. In the event of any conflict between or among the provisions of this DSU Plan, a Participation Agreement and: (i) an employment agreement or other written agreement between the Corporation or an Subsidiary of the Corporation and a Participant which has been approved by the Chief Executive Officer of the Corporation or the Board (or where the Participant is the Chief Executive Officer, approved by a Director), the provisions of the employment agreement or other written agreement shall govern; and (ii) any other employment agreement or other written agreement between the Corporation or Subsidiary of the Corporation and a Participant, the provisions of this DSU Plan shall govern.

**15.4** By accepting the DSU 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 DSUs.

- 15.5** Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer to the DSU Plan. Each Participant acknowledges that information required by the Corporation in order to administer the DSU Plan may be disclosed to any custodian appointed in respect of the DSU 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 DSU Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.
- 15.6** The DSU Plan shall be binding on all successors and assigns of the Corporation and its Subsidiaries.
- 15.7** The invalidity or unenforceability of any provision of the DSU Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the DSU Plan.
- 15.8** All written notices to be given by the Participant to the Corporation shall be delivered personally, e-mail or mail, postage prepaid, addressed as follows:

ATHABASCA MINERALS INC.  
1319 91 Street SW  
Edmonton, AB T6X 1H1  
Attention: Chief Financial Officer  
E-mail: mark.smith@athabascaminerals.com

All notices to the Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth business day following the date of mailing. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

- 15.9** This DSU Plan becomes effective on a date the DSU Plan is approved by the Board, being the Effective Date, subject to the approval of the Shareholders of the Corporation.
- 15.10** Unless otherwise specified, all references to money amounts are to Canadian currency.
- 15.11** This DSU Plan shall be governed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 15.12** The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the City of Calgary in the Province of Albert in respect of any action or proceeding relating in any way to the DSU Plan, including with respect to the grant of DSUs and any issuance of Shares made in accordance with the DSU Plan.

Adopted by the Board of Directors of Athabasca Minerals Inc. on May 13, 2019.

SCHEDULE "A"  
Definitions, Construction And Interpretation

1.1 Definitions

For purposes of this DSU Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the words and terms contained in this Section 1.1 with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"Acquiring Person"** means, any person who is the beneficial owner of at least fifty-one (51%) percent of the outstanding Shares of the Corporation, unless the Shares are publicly traded on a Canadian stock exchange, in which case the percentage shall be reduced to twenty (20%) percent or more of the outstanding Shares of the Corporation.
- (b) **"Applicable Law"** means any applicable law, domestic or foreign, including the applicable securities legislation, as amended, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder, as well as applicable Stock Exchange rules and the Tax Act;
- (c) **"Blackout Period"** means any period imposed by the Corporation during which certain individuals, including Directors, Officers and Employees and other Insiders of the Corporation, may not trade in the Corporation's securities (including for greater certainty any period during which specific individuals are restricted from trading because they possess material non-public information).
- (d) **"Board"** means the board of directors of the Corporation.
- (e) **"Business Day"** means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Calgary are open for commercial business during normal banking hours.
- (f) **"Dividend Equivalents"** means a bookkeeping entry on the DSU Accounts whereby each DSU is credited with the equivalent amount of the dividend, if any, paid on a Share, in accordance with Section 7.2 hereof, with the vesting status of the amount of the Dividend Equivalent being the same as the vesting status of the DSU to which it is credited.
- (g) **"Change of Control Event"** shall have the meaning ascribed thereto in Section 6.
- (h) **"Corporation"** means Athabasca Minerals Inc., a corporation amalgamated and existing under the laws of Alberta, Canada, and its successors and assigns.
- (i) **"Date of Grant"** of a DSU means the date on which a DSU is granted to a Director, Officer or Employee under the DSU Plan.
- (j) **"DSU"** means a deferred share unit credited by means of a bookkeeping entry on the books of the Corporation to an account of a Participant, and which, on meeting the conditions specified herein, shall be redeemable for a value equal to the Market Value on a particular date, calculated in the manner and at the time set forth in this DSU Plan.
- (k) **"DSU Account"** has the meaning ascribed thereto in Section 0.

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- (l) **“DSU Plan”** means this Deferred Share Unit Plan of the Corporation as set out herein, as it may be amended and varied from time to time, which DSU Plan shall include the issuance of such number of DSUs as the Board determines appropriate, subject to the maximum amounts as set forth in this DSU Plan and subject to adjustment as per Section 7.3.
- (m) **“Director”** means a director of the Corporation or a Subsidiary.
- (n) **“Employee”** means an individual (other than a Director or Officer) who:
- (i) works for the Corporation or a Subsidiary on a continuing and regular basis for a minimum amount of time per week providing services specified by the Corporation or the Subsidiary and is subject to the control and direction of the Corporation or the Subsidiary regarding both the method of performing or executing the services and the result to be effected,
  - (ii) works full-time for the Corporation or a Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Subsidiary over the details and method of work as an employee of the Corporation or the Subsidiary, and for whom income tax deductions are made at source, or
  - (iii) works for the Corporation or a Subsidiary 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 the Subsidiary over the details and method of work as an employee of the Corporation or the Subsidiary, but for whom income tax deductions are not made at source.
- (o) **“Insider”** means an “Insider” of the Corporation, as such term is defined in the Corporate Finance Manual of the Stock Exchange, as amended from time to time or any successor or replacement provision thereto.
- (p) **“Market Value”** means, on any date, the following: (i) if the Corporation’s Shares are listed and publicly traded on a Stock Exchange, then the value of a DSU shall be equal to the VWAP for a Share for the five Trading Days immediately prior to that date, or (ii) if the Shares of the Corporation are not so listed, then the value of each DSU shall be equal to the fair market value of a Share as determined by the Board.
- (q) **“Officer”** means a senior officer of the Corporation or a Subsidiary.
- (r) **“Participant”** means any Director, Officer or Employee of the Corporation or a Subsidiary determined by the Board (or the Plan Administrator) as eligible for participation in this DSU Plan.
- (s) **“Participant’s Termination Date”** has the meaning ascribed thereto in Section 0.
- (t) **“Payor”** means either the Corporation or a Subsidiary in respect of which a Participant is or was, immediately prior to his or her Termination Event, a, Director, Officer or Employee thereof.

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- (u) **“Plan Administrator”** means the Board or a subcommittee set up by the Board to administer this DSU Plan.
  - (v) **“Redemption Date”** has the meaning ascribed thereto in Section 0.
  - (w) **“Redemption Period”** has the meaning ascribed thereto in Section 0.
  - (x) **“Resignation or Retirement”** means:
    - (i) in the case of a Officer or Employee, ceasing to be an employee of any of the Corporation or a Subsidiary due to resignation or retirement, unless the Officer or Employee continues as a Director; and
    - (ii) in the case of a Director, ceasing to be a Director, whether as a result of resignation, not standing for re-election, not being elected or re-elected by the Shareholders at a meeting, being removed by the Shareholders at a meeting, becoming disqualified pursuant to Applicable Law, or for any other reason other than as a result of death or unless the Director continues as an Officer or Employee.
  - (y) **“Security Based Compensation Arrangement”** means an option to purchase Shares, or a plan in respect thereof, or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to Directors, Officers, Employees or consultants of the Corporation or a Subsidiary including any Share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise.
  - (z) **“Share”** means a common share in the capital of the Corporation as presently constituted or any share in the capital of the Corporation into which such common share is changed, reclassified, subdivided, consolidated or converted or which is substituted for such share, or as such share in the capital of the Corporation may further be changed, reclassified, subdivided, consolidated or converted.
  - (aa) **“Shareholder Approval”** means approval by the Corporation’s shareholders in accordance with the policies of the Stock Exchange.
  - (bb) **“Shareholders”** means the holders of Shares at any time and from time to time.
  - (cc) **“Subsidiary”**, in relation to the Corporation, means any body corporate, trust, partnership, joint venture, association or other entity of which more than 50% of the total voting power of shares or units, as applicable, of ownership or beneficial interest entitled to vote in the election of directors (or members of a comparable governing body) is owned or controlled, directly or indirectly, by the Corporation.
  - (dd) **“Stock Exchange”** means the TSX Venture Exchange, or if the Shares are not listed thereon, such other stock exchange, if any, on which the Shares are listed for public trading as may be selected by the Board.
  - (ee) **“Tax Act”** means the *Income Tax Act* (Canada), including the regulations promulgated thereunder, as amended from time to time.

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- (ff) **“Trading Day”** means any date on which the Stock Exchange is open for trading of Shares and on which one or more Shares are actually traded.
  - (gg) **“VWAP”** means the volume weighted average trading price of Shares on the Stock Exchange, calculated by dividing the total value by the total volume of Shares traded during the relevant period.
  - (hh) **“Withholding Taxes”** has the meaning set forth in Section 11.6.

## 1.2 Construction and Interpretation

- (a) In this DSU Plan, all references to the masculine include the feminine; references to the singular shall include the plural and vice versa, as the context shall require.
- (b) The headings of all articles, sections and paragraphs in this DSU Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this DSU Plan. References to “Article”, “Section” or “Paragraph” mean an article, section or paragraph contained in this DSU Plan unless expressly stated otherwise.
- (c) In this DSU Plan, “including” and “includes” mean including or includes, as the case may be, without limitation. The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to this DSU Plan as a whole and not to any particular article, section, paragraph or other part hereof.
- (d) Whenever the Board or, where applicable, the Plan Administrator or any sub-delegate of the Plan Administrator is to exercise discretion in the administration of the terms and conditions of this DSU Plan, the term “discretion” means the sole and absolute discretion of the Board, the Plan Administrator or the sub-delegate of the Plan Administrator, as the case may be.
- (e) 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.

SCHEDULE "B"  
FORM OF Participation Agreement

\* \* \* \* \*

**ATHABASCA MINERALS INC.  
DEFERRED SHARE UNIT PLAN**

PARTICIPATION AGREEMENT

I hereby confirm that, as of the date written below, I am a *\*Director/Officer/Employee* of Athabasca Minerals Inc. (the "**Corporation**") or a Subsidiary and acknowledge that I will be granted deferred share units of the Corporation ("**DSUs**") under the Deferred Share Unit Plan of the Corporation (the "**DSU Plan**") subject to and in accordance with the terms of the DSU Plan.

I also confirm that:

1. I have received and reviewed a copy of the DSU Plan and agree to be bound by it.
2. I understand that I will not be able to cause the Corporation to redeem DSUs granted under the DSU Plan until I am no longer a director/officer/employee of the Corporation or of a Subsidiary of the Corporation.
3. I recognize that when DSUs credited pursuant to the DSU Plan are redeemed in accordance with the terms of the DSU Plan after I am no longer a director/officer/employee of the Corporation or of a Subsidiary of the Corporation, income tax and other Withholding Taxes as applicable will arise at that time. Upon redemption of the DSUs, I acknowledge that the Corporation or the Subsidiary, as applicable, will deduct and withhold all appropriate Withholding Taxes as required by law at that time.
4. The value of a DSU is based on the value of the Shares of the Corporation from time to time and therefore is not guaranteed by the Corporation.
5. The Corporation and the Participant each represent and warrant that the Participant is a *bona fide* director, officer or employee of the Corporation or a subsidiary of the Corporation.

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The DSU Plan text governs in the case of conflict or inconsistency with this Participation Agreement. All capitalized expressions used herein shall have the same meaning as in the DSU Plan unless otherwise defined herein.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Participant)

\_\_\_\_\_  
(Signature of Participant)

**ATHABASCA MINERALS INC.**

Per: \_\_\_\_\_

**SCHEDULE "D"**  
**RSU PLAN**

*(See Below)*

## **RESTRICTED SHARE UNIT PLAN**

### **ATHABASCA MINERALS INC.**

## **RESTRICTED SHARE UNIT PLAN**

This document sets out the terms and conditions of the Restricted Share Unit Plan of **Athabasca Minerals Inc.** dated May 13, 2019.

### **ARTICLE 1 – DEFINED TERMS**

- 1.1 Where used herein, the following terms shall have the following meanings, respectively:
- (a) "**Account**" means the account maintained by the Corporation for each Participant in connection with the operation of the Plan to which any Restricted Share Units in respect of a Participant will be credited under the Plan;
  - (b) "**Administrator**" means, to the extent permitted by law and subject to regulatory approval, any committee of the Board or any other one or more persons to whom the Board delegates any or all of its administrative responsibilities under this Plan;
  - (c) "**Applicable Withholding Taxes**" has the meaning ascribed thereto in Section 12.2;
  - (d) "**Beneficiary**" means an individual who is a dependent or legal relation of a Participant and, as of the date of the Participant's death, has been designated as the Participant's beneficiary in accordance with Section 8.2 and the laws applying to the Plan, or, where no one has been validly designated or the individual designated does not survive the Participant, the Participant's legal representative;
  - (e) "**Board**" means the board of directors of the Corporation;
  - (f) "**Business Day**" means a day on which there is trading on the TSX (or, if the Shares are not then listed and posted for trading on the TSX, such other stock exchange on which the Shares are then listed and posted for trading), and if none, a day that is not a Saturday or Sunday or a national legal holiday in Canada;
  - (g) "Change of Control" means:
    - (i) the acceptance by the Shareholders, representing in the aggregate more than fifty percent (50%) of all issued and outstanding Shares, of any offer, whether by way of a takeover bid or otherwise, for any or all of the Shares;
    - (ii) the acquisition hereafter, by whatever means (including, without limitation, by way of an arrangement, merger or amalgamation), by a person (or two or more acting jointly or in concert), directly or indirectly, of the beneficial ownership of, or control or direction over, Shares or rights to acquire Shares, together with such person's then owned Shares and rights to acquire Shares, if any, representing more than fifty percent (50%) in aggregate of all issued and outstanding Shares (except where such acquisition is part of a bona fide reorganization of the Corporation in circumstances where the affairs of the Corporation are continued, directly or

indirectly, and where the shareholdings remain substantially the same following the reorganization as existed prior to the re-arrangement); Athabasca Minerals Inc.

- (iii) the passing of a resolution by the Shareholders to substantially liquidate the assets or wind-up or significantly rearrange the affairs of the Corporation in one or more transactions or series of transactions (including by way of an arrangement, merger or amalgamation) or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such resolution relates to a liquidation, winding-up or re-arrangement as part of a bona fide reorganization of the Corporation in circumstances where the affairs of the Corporation are continued, directly or indirectly, and where the shareholdings remain substantially the same following the reorganization as existed prior to the re-arrangement);
  - (iv) the sale by the Corporation of all or substantially all of its assets (other than to an affiliate of the Corporation in circumstances where the affairs of the Corporation is continued, directly or indirectly, and where the shareholdings of the Corporation remain substantially the same following the sale as existed prior to the sale);
  - (v) individuals who were proposed as nominees (but not including nominees under a shareholder proposal) to become directors of the Corporation immediately prior to a meeting of the Shareholders involving a contest for, or an item of business relating to the election of directors of the Corporation, not constituting a majority of the directors of the Corporation following such election; or (vi) any other event which, in the opinion of the Board, reasonably constitutes a change of control of the Corporation;
- (h) "**Competitor**" means any person or entity who directly or indirectly competes with any member of the Corporate Group and further includes any person or entity who otherwise owns any direct or indirect equity interest in any person or entity who competes with any member of the Corporate Group (other than as a result of ownership of less than 5% of the equity interests in a publicly-traded corporation or partnership);
  - (i) "**Constructive Dismissal**" means a material change, as determined on a case by case basis after the occurrence of a Change of Control and having regard for, among other things, the duties and responsibilities of, and compensation payable to, the Participant both prior and subsequent to the Change of Control, in the terms and conditions of the Participant's employment by the Corporation (or a Subsidiary, as applicable) which is adverse to the Participant's interests and is not agreed to by the Participant and which results in the Participant's constructive dismissal as determined by the common law;
  - (j) "**Consultant**" means a person or company engaged by one or more of the entities comprising the Corporate Group to provide services for an initial, renewable or extended period intended to be twelve months or more;
  - (k) "**Corporate Group**" means the Corporation and its Subsidiaries;
  - (l) "**Corporation**" means Athabasca Minerals Inc. and includes any corporate successors and assigns thereto, and any reference in the Plan to activities by the Corporation means action by, or under the authority of, the Board or the Administrator, as applicable;
  - (m) "**Designated Broker**" has the meaning ascribed thereto in Section 5.3(b);

- (n) "**Dividend Payment Date**" means each date on which the Corporation pays cash dividends (or stock dividends in the ordinary course) on issued and outstanding Shares;
- (o) "**Dividend Record Date**" means the record date established in connection with a payment of a dividend by the Corporation on Shares to its shareholders for purposes of determining which shareholders are entitled to receive such dividend;
- (p) "**Effective Date**" means May 13, 2019;
- (q) "**Employer**" means, in respect to a Participant who is an officer or employee, the member of the Corporate Group that employs the Participant (or that employed the Participant immediately prior to his Termination Date), in respect of a Participant who is a director, the member of the Corporate Group on whose board of directors such director sits and, in respect of a Participant who is a Consultant, the member of the Corporate Group with which the Consultant has or had a written consulting agreement, and, in each case, the Employer may be the Corporation or a Subsidiary;
- (r) "**Expiry Date**" means with respect to any Restricted Share Unit, the date specified in the applicable Grant Agreement, if any, as the date on which the Restricted Share Unit will be terminated and cancelled or, if later or no such date is specified in the Grant Agreement, December 31 of the third (3rd) calendar year following the end of the applicable Service Year;
- (s) "**Fair Market Value**", of a Share, on a particular date, means the volume weighted average trading price for the Shares on TSX (or, if the Shares are not then listed and posted for trading on the TSX, on such stock exchange in Canada on which the Shares are then listed and posted for trading as may be selected for such purpose by the Board) for the five (5) trading days on which the Shares traded immediately preceding such date. In the event that the Shares are not listed and posted for trading on any stock exchange in Canada, the Fair Market Value shall be the market price of the Shares as determined by the Board in its discretion, acting reasonably and in good faith;
- (t) "**Grant Agreement**" means the agreement between the Corporation and a Participant under which a Restricted Share Unit is granted, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan, such Grant Agreement to be in the form attached to the Plan as Schedule "A", or such other form as may be prescribed by the Board;
- (u) "**Grant Date**" means the date upon which a Restricted Share Unit is credited to a Participant pursuant to the terms of the Plan;
- (v) "**Insider**" has the meaning given to such term in the policies and notices of the TSX;
- (w) "**Leave of Absence**" means any period during which, pursuant to the prior written approval of the Corporation (including pursuant to a policy of the Corporation) the Participant is considered to be on an approved leave of absence but does not provide any services to his or her Employer;
- (x) "**Participant**" means a director, an officer or an employee of a member of the Corporate Group or a Consultant;

- (y) **"Participant Information"** has the meaning ascribed thereto in Section 10.4;
- (z) **"Performance Criteria"** means such corporate and/or personal performance criteria as may be determined by the Board in respect of the grant of Restricted Share Units to any Participant, which criteria may be applied to either the Corporation and its Subsidiaries as a whole or to the Corporation or a Subsidiary individually or in any combination, and measured either in total, incrementally or cumulatively over a calendar year or such other performance period as may be specified by the Board in its sole discretion, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group;
- (aa) **"Plan"** means this Athabasca Minerals Inc. Restricted Share Unit Plan, as the same may be further amended or varied from time to time;
- (bb) **"Post-Retirement Work"** means the provision of paid services to any person or entity which, in the opinion of the Board, is a Competitor for an average of thirty (30) or more hours per week;
- (cc) **"Restricted Share Unit"** or **"RSU"** means a restricted share unit credited pursuant to Article 3, by means of an entry on the books of the Corporation, to a Participant, each of which represents the right to receive a cash payment or its equivalent in fully-paid Shares equal to the Fair Market Value of a Share calculated at the date of such payment at the time, in the manner, and subject to the terms of the Plan;
- (dd) **"Retirement"** in respect of a Participant, has the meaning given to such term in the policies of the Corporation in effect from time to time;
- (ee) **"RSU Payment Date"** has the meaning ascribed thereto in Section 5.3(a);
- (ff) **"Security-Based Compensation Arrangements"** has the meaning given to such term in the TSX Company Manual;
- (gg) **"Service Year"** has the meaning ascribed thereto in Section 3.2;
- (hh) **"Share"** means a common share in the capital of the Corporation and such other security as may be substituted for it as a result of amendments to the articles of the Corporation, arrangement, reorganization or otherwise, including any rights that form a part of the share or substituted security;
- (ii) **"Shareholder"** means a holder of one or more Shares;
- (jj) **"Subsidiary"**, in relation to the Corporation, means any body corporate, trust, partnership, joint venture, association or other entity of which more than 50% of the total voting power of shares or units, as applicable, of ownership or beneficial interest entitled to vote in the election of directors (or members of a comparable governing body) is owned or controlled, directly or indirectly, by the Corporation;
- (kk) **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereto, as amended from time to time;

- (ll) "**Termination for Cause**" means, unless otherwise defined in the applicable Grant Agreement, any act or omission that would entitle the Employer of the Participant to terminate the Participant's employment without notice or compensation under the common law for just cause, including, without in any way limiting its meaning under the common law:
- (i) any improper conduct by the Participant which is materially detrimental to the Employer; or
  - (ii) the willful failure of the Participant to properly carry out his or her duties of behalf of the Employer or to act in accordance with the reasonable direction of the Employer;
- (mm) "**Termination Date**" means, in respect of a Participant, the date that the Participant ceases to be any of: (i) a director of a member of the Corporate Group; or (ii) actively employed by, or providing services as a Consultant to, any member of the Corporate Group for any reason, without regard to any statutory, contractual or common law notice period that may be required by law following the termination of the Participant's employment or consulting relationship with any one or more members of the Corporate Group. The Board will have sole discretion to determine whether a Participant has ceased to be a director, ceased active employment or ceased status as a Consultant and the effective date on which the Participant ceased to be a director, ceased active employment or ceased status as a Consultant. A Participant that is a director, or an employee or a Consultant of any member of the Corporate Group will be deemed not to have ceased to be a director, an employee or a Consultant of any member of the Corporate Group in the case of a transfer of his or her directorship, employment or consulting relationship between members of the Corporate Group or if the Participant is on a Leave of Absence;
- (nn) "**TSX**" means the TSX Venture Exchange;
- (oo) "**Vested Restricted Share Unit**" means any Restricted Share Unit which has vested in accordance with the terms of the Plan and/or the terms of any applicable Grant Agreement; and
- (pp) "**Vesting Date**" means, in respect of any Restricted Share Unit, the date that the Restricted Share Unit becomes a Vested Restricted Share Unit.
- 1.2 Words importing the singular number only shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders. References in this plan to "the Plan", "hereto", "herein", "hereof", "hereby", "hereunder", and similar expressions shall be deemed, in the absence of express language to the contrary, to refer to this Plan and not to any particular article, section or portion hereof and include any and every agreement or other instrument supplemental or ancillary hereto or in implementation hereof (including but not limited to the various Grant Agreements).
- 1.3 The headings of the articles, sections and clauses are inserted herein for convenience of reference only and shall not affect the meaning of construction thereof.
- 1.4 Unless otherwise specified, time periods wherein or following which any payment (whether in cash or Shares) 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 (whether in cash or Shares) 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 on the immediately preceding Business Day.

## ARTICLE 2 – PURPOSE OF THE PLAN

- 2.1 The purpose of the Plan is to provide Participants with the opportunity to acquire a proprietary interest in the growth and development of the Corporation that will be aligned with the interests of the holders of Shares, to associate a portion of Participant's compensation with the returns of Shareholders over the medium term, and enhance the Corporation's ability to attract, retain and motivate key personnel and reward directors, officers, employees and Consultants for significant performance.

## ARTICLE 3 – GRANT OF RESTRICTED SHARE UNITS

- 3.1 The Corporation may from time to time grant Restricted Share Units to a Participant in such numbers, at such times and on such terms and conditions, consistent with the Plan, as the Board may in its sole discretion determine; provided, however, that no Restricted Share Units will be granted after December 15 of a given calendar year. For greater certainty, the Board shall, in its sole discretion, determine any and all conditions to the vesting of any Restricted Share Units granted to a Participant, which vesting conditions may be based on either or both of: (a) the Participant's continued employment with, work as a director of or provision of consulting services to, one or more members of the Corporate Group; or (b) such other terms and conditions including, without limitation, Performance Criteria, as the Board may determine in accordance with Section 3.3, provided that no such vesting condition for a Restricted Share Unit granted to a Participant shall extend beyond December 15 of the third calendar year following the Service Year in respect of which the Restricted Share Units were granted and all vesting conditions for a Restricted Share Unit granted to a Participant shall be such that the Restricted Share Unit complies at all times with the exception in paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the Tax Act.
- 3.2 For greater certainty, unless otherwise specified in the applicable Grant Agreement, the granting of Restricted Share Units to any Participant under the Plan which is awarded in May to December of a calendar year will be awarded as a bonus solely in respect of the services rendered by such Participant in the same calendar year. Where Restricted Share Units are awarded in January to April of a particular calendar year, such bonus will be awarded solely in respect of the services rendered by such Participant in the calendar year immediately preceding such award. The calendar year in respect of which the Restricted Share Units are granted is referred to herein as the "**Service Year**". In all cases, the Restricted Share Units shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages or consulting fees received by such Participant in respect of his services to the one or more members of the Corporate Group, as applicable.
- 3.3 Subject to the terms of the Plan, the Board may determine other terms or conditions of any Restricted Share Units, and shall specify the material terms thereof in the applicable Grant Agreement, which shall be in such form as prescribed by the Board from time to time. Without limiting the generality of the foregoing, such additional terms and conditions may include terms or conditions relating to:
- (a) the market price of the Shares;

- (b) the return to holders of Shares, with or without reference to other comparable companies;
- (c) the financial performance or results of the Corporation or a Subsidiary;
- (d) the achievement of Performance Criteria or other performance criteria relating to the Corporation or a Subsidiary;
- (e) any other terms and conditions the Board may in its discretion determine with respect to vesting or the acceleration of vesting; and the Vesting Date;

which shall be set out in the Grant Agreement. The conditions may relate to all or a portion of the Restricted Share Units in a Grant and may be graduated such that different percentages (which may be greater or lesser than 100%) of the Restricted Share Units in a Grant will become vested depending on the extent of satisfaction of one or more such conditions. The Board may, in its discretion, subsequent to the Grant Date of a Restricted Share Unit, waive any such term or condition or determine that it has been satisfied subject to applicable law. For greater certainty, no term or condition imposed under a Grant Agreement may have the effect of causing settlement and payout of a Restricted Share Unit to occur after December 31 of the third calendar year following the Service Year in respect of which such Restricted Share Unit was granted.

- 3.4 Unless otherwise determined by the Board in its sole discretion or as may otherwise be set out in the Grant Agreement, on the payment date for cash dividends paid on Shares (the "**Dividend Payment Date**"), the Account of each Participant shall be credited with additional Restricted Share Units in respect of Restricted Share Units credited to the Participant's Account as of the record date for payment of such dividends (the "**Dividend Record Date**"). The number of such additional Restricted Share Units to be credited to the Participant's Account will be calculated (to at least two decimal places) by dividing the total amount of the dividends that would have been paid to such Participant if the Restricted Share Units in the Participant's Account (including fractions thereof), as of the Dividend Record Date, were Shares, by the Fair Market Value on the Dividend Payment Date. However, no Restricted Share Units will be credited to a Participant's Account in respect of dividends paid on Shares where the Dividend Record Date relating to such dividends falls after such Participant's Termination Date except where vesting of Restricted Share Units beyond a Participant's Termination Date is contemplated pursuant to Section 6.3 in which case such Participant's Account shall be credited in respect of dividends paid on Shares where the Dividend Record Date relating to such dividends falls on a date that is on or prior to the date upon which vesting in respect of the Participant's Restricted Share Units ceases. The proportion of Restricted Share Units credited to a Participant's Account pursuant to this Section 3.4 relating to existing Vested Restricted Share Units shall, unless otherwise determined by the Board in its sole discretion, also be Vested Restricted Share Units. The proportion of Restricted Share Units credited to a Participant's Account pursuant to this Section 3.4 relating to existing Restricted Share Units that had not yet become Vested Restricted Share Units shall, unless otherwise determined by the Board in its sole discretion, vest in the same manner as the existing unvested Restricted Share Units.
- 3.5 No certificates shall be issued with respect to Restricted Share Units.
- 3.6 The Board shall keep or cause to be kept such records and accounts as may be necessary or appropriate in connection with the administration of the Plan and the discharge of its duties, which records shall, absent manifest error, be considered conclusively determinative of all information contained therein.
- 3.7 The Corporation shall maintain in its books an Account for each Participant recording at all times

the number of Restricted Share Units standing to the credit of such Participant. Restricted Share Units that fail to vest in a Participant pursuant to the provisions of the Plan, or that are paid out to the Participant or his Beneficiary, shall be cancelled and shall cease to be recorded in the Participant's Account as of the date on which such Restricted Share Units are cancelled under the Plan or are paid out, as the case may be.

- 3.8 Notwithstanding any other provision of the Plan, if a Participant is resident or otherwise subject to taxation in a jurisdiction in which an award of Restricted Share Units may reasonably be considered to be income which is subject to taxation at the time of such award, the Participant may elect not to participate in the Plan by providing a written notice to the Senior Executive of the Human Resources group of the Corporation, provided that such election shall be irrevocable and further provided that any notification by a Participant under this Section 3.8 shall be delivered prior to the date any Restricted Share Units are credited to the Participant's Account under this Plan and, in any case, within 30 days of the date on which the Participant first becomes eligible to participate in this Plan 3.9 Participation in the Plan by any Participant shall be construed as acceptance by the Participant of the terms and conditions of the Plan and all rules and procedures adopted hereunder and as amended from time to time.
- 3.9 The Plan shall be subject to the approval of disinterested shareholder of the Corporation.

#### **ARTICLE 4 – SHARES SUBJECT TO THE PLAN**

- 4.1 This Section 4.1 applies to any securities that may be acquired by Participants on any RSU Payment Date pursuant to Section 5.3(b) that consist(s) of authorized but unissued Shares. Subject to adjustment for any subdivision, consolidation or distribution of Shares as contemplated by, and in accordance with, Article 7:
- (a) the number of Shares reserved for issuance from treasury pursuant to the Restricted Share Units credited under the Plan shall, in the aggregate, equal ten percent (10%) of the number of Shares then issued and outstanding on the Grant Date, less the number of Shares issuable pursuant to all other Security-Based Compensation Arrangements of the Corporate Group;
  - (b) the aggregate number of Shares issuable from treasury to any one Participant under the Plan and all other Security-Based Compensation Arrangements of the Corporate Group shall not exceed one percent (1%) of the issued and outstanding Shares;
  - (c) the aggregate number of Shares issuable from treasury to Insiders under the Plan and all other Security-Based Compensation Arrangements of the Corporate Group shall not exceed two percent (2%) of the issued and outstanding Shares;
  - (d) during any one-year period, the aggregate number of Shares issued from treasury to Insiders under the Plan and all other Security-Based Compensation Arrangements of the Corporate Group shall not exceed ten percent (10%) of the issued and outstanding Shares;
  - (e) the aggregate number of Shares issuable to directors of the Corporation who are not officers or employees of the Corporation shall be limited to five percent (5%) of the issued and outstanding Shares;
  - (f) this Section 4.1 and the Corporation's or any Employer's right to elect under Section 5.3(b) to satisfy RSUs by the issuance of Shares from treasury will be effective only upon receipt,

from time to time, of all necessary approvals of the Plan, as amended from time to time, as required by the rules, regulations and policies of the TSX and any other stock exchange on which Shares are listed or traded; and

- (g) if any Restricted Share Unit granted under the Plan shall expire, terminate or be cancelled for any reason (including, without limitation, the satisfaction of the Restricted Share Unit by means of a cash payment) without being paid out or settled in the form of Shares issued from treasury, any unissued Shares to which such Restricted Share Units relate shall be available for the purposes of the granting of further Restricted Share Units under the Plan. If any rights to acquire Shares granted under any other Security-Based Compensation Arrangements of a member of the Corporate Group shall be exercised, or shall expire or terminate for any reason without having been exercised in full, any unpurchased Shares to which such security relates shall be available for the purposes of the granting of further Restricted Share Units under the Plan.

Collectively, the restrictions referred to in Sections 4.1 (c), (d) and (e) are referred to as the "**Insider and Independent Director Participation Restrictions**".

#### **ARTICLE 5 – VESTING AND PAYOUT OF RESTRICTED SHARE UNITS**

- 5.1 Except as otherwise provided herein, the number of Restricted Share Units subject to each grant, the Expiry Date of each Restricted Share Unit, the Vesting Dates with respect to each grant of Restricted Share Units and other terms and conditions relating to each such Restricted Share Unit shall be determined by the Board. The Board may, in its discretion, subsequent to the time of granting Restricted Share Units, permit the vesting of all or any portion of unvested Restricted Share Units then outstanding and granted to the Participant under this Plan, in which event all such unvested Restricted Share Units then outstanding and granted to the Participant shall be deemed to be immediately vested.
- 5.2 Restricted Share Units granted hereunder shall, unless otherwise determined by the Board, and as specifically set out in the Grant Agreement, vest as to 1/3 on each of the first and second anniversaries of the Grant Date, and the remaining 1/3 shall vest on the earlier of: (i) the third anniversary of the Grant Date; and (ii) December 15 of the third calendar year following the Service Year in respect of which the Restricted Share Units were granted.
- 5.3
  - (a) Subject to Section 9.1, on a date (the "**RSU Payment Date**") to be selected by the Board following the date a Restricted Share Unit has become a Vested Restricted Share Unit, which date shall be within fifteen (15) days of the Vesting Date and which date shall not, in any event, extend beyond December 15th of the third year following the Service Year for any particular Restricted Share Unit, the Employer shall make to a Participant a cash payment equal to the product of the number of Vested Restricted Share Units recorded in the Participant's Account multiplied by the Fair Market Value, less Applicable Withholding Taxes.
  - (b) Subject to Section 5.3(c), Section 5.3(d) and Section 9.1, and the receipt of all necessary shareholder approvals as required under the rules, regulations and policies of the TSX and any other stock exchange on which Shares are listed or traded, the Employer may, in lieu of the cash payment contemplated in Section 5.3(a) above, on the RSU Payment Date, elect to either issue (or, subject to the consent of the Corporation and the Board which may be withheld in its sole discretion, cause to be issued) to the Participant or, through a broker designated by the Employer (the "**Designated Broker**"), acquire on behalf of such

Participant, the number of whole Shares that is equal to the number of whole Vested Restricted Share Units recorded in the Participant's Account on the RSU Payment Date (less any amounts in respect of Applicable Withholding Taxes). If the Employer elects to arrange for the purchase of Shares by a Designated Broker on behalf of the Participant, the Employer shall contribute to the Designated Broker an amount of cash sufficient, together with any reasonable brokerage fees or commission fees related thereto, to purchase the whole number of Shares to which the Participant is entitled and the Designated Broker shall, as soon as practicable thereafter, purchase those Shares, on behalf of such Participant, on the TSX (or other stock exchange on which the Shares are listed or traded). If, after the Designated Broker purchases those Shares, an amount remains payable under the Plan in respect of the Participant, the Employer shall pay such amount in cash, net of Applicable Withholding Taxes, to the Participant or the Participant's Beneficiary as applicable.

- (c) Notwithstanding any other provision of the Plan, all amounts payable to, or in respect of, a Participant under this Section 5.3, including, without limitation, the issuance or delivery of Shares or a lump sum cash payment, shall be paid or delivered on or before December 31 of the third calendar year commencing immediately following the Service Year in respect of the particular Restricted Share Unit.
- (h) Subject to Section 5.3(c) above, the Board or the Administrator will ensure that delivery of the Shares and/or any cash payment required by this Section 5.3, is made within fifteen (15) Business Days after the RSU Payment Date.
- (e) Upon payment of any amount pursuant to this Section 5.3 in cash or Shares, as the case may be, the particular Restricted Share Units in respect of which such payment was made shall be cancelled and no further payments (whether in Shares or cash or otherwise) shall be made in relation to such Restricted Share Units.

#### **ARTICLE 6 – EARLY TERMINATION OF RESTRICTED SHARE UNITS AND CHANGE OF CONTROL**

- 6.1 Notwithstanding the provisions of Article 5 and subject to the remaining provisions of this Article 6 and to any express resolution passed by the Board, on a Participant's Termination Date, any Restricted Share Units granted to such Participant which have not become Vested Restricted Share Units prior to the Participant's Termination Date shall terminate and become null and void as of such date.
- 6.2 Where a Participant's Termination Date occurs by reason of the death of the Participant, then all outstanding Restricted Share Units granted to such Participant which are not Vested Restricted Share Units, and would have Vested within 4 months of death, shall become Vested Restricted Share Units and be paid out in accordance with this Plan. Only a Beneficiary of the Participant shall have the right to be paid out under this Section and in accordance with Section 5.3 at any time up to and including (but not after) the Expiry Date of the Restricted Share Unit.
- 6.3 Where a Participant's Termination Date occurs as a result of the Participant's Retirement then, for so long as the Participant does not commence Post-Retirement Work, all outstanding Restricted Share Units granted to such Participant which are not Vested Restricted Share Units shall immediately and automatically terminate, other than those Restricted Share Units which would have become Vested Restricted Share Units within the one (1) year period following the Participant's Termination Date, which Restricted Share Units shall for this purpose continue to vest (and be paid out) in accordance with this Plan. Where at any time within one (1) year following the

Participant's Termination Date the Participant commences Post-Retirement Work, any Restricted Share Units which are not Vested Restricted Share Units shall immediately and automatically terminate as of the date that the Participant commenced Post-Retirement Work. At its discretion, the Board may require periodic written confirmation by the Participant that the Participant has not commenced Post-Retirement Work during the one (1) year period described in this Section.

- 6.4 Where a Participant's Termination Date occurs by reason of the Participant's Termination for Cause, the Participant shall forfeit any and all rights to hold or be paid out in respect of all Restricted Share Units and, for greater certainty, all Restricted Share Units, whether they be Vested Restricted Share Units or not, held by such Participant shall be terminated and rendered null and void.
- 6.5 Where a Participant's Termination Date occurs for any reason other than the death, Retirement or Termination for Cause of the Participant, then such Participant shall have the right to be paid out in respect of his or her outstanding Vested Restricted Share Units in accordance with Section 5.3.
- 6.6 Subject to the other provisions of this Article 6, if a Participant's Termination Date occurs, whether or not such termination is with or without notice, adequate notice or legal notice or is with or without legal or just cause, the Participant's rights shall be strictly limited to those provided for in this Plan, or as otherwise provided in the applicable Grant Agreement. Unless otherwise specifically provided in writing, the Participant shall have no claim to or in respect of any Restricted Share Units which may have or would have become Vested Restricted Share Units had due notice of termination of employment been given nor shall the Participant have any entitlement to damages or other compensation or any claim for wrongful termination or dismissal in respect of any Restricted Share Units or loss of profit or opportunity which may have or would have vested or accrued to the Participant if such wrongful termination or dismissal had not occurred or if due notice of termination had been given. The Plan does not give any Participant that is a director the right to serve or continue to serve as a director of the Corporation, nor does it give any Participant that is an officer, employee or direct or indirect service provider or Consultant the right to be or to continue to be employed by or provide services to the Corporate Group. This provision shall be without prejudice to the Participant's rights to seek compensation for lost employment income or lost employment benefits (other than those accruing under or in respect of the Plan or any Restricted Share Unit) in the event of any alleged wrongful termination or dismissal.
- 6.7 Where a Participant is a corporation, the Participant will be deemed to have died if an individual employed by the Participant who is principally responsible for providing services to one or more of the members of the Corporate Group on behalf of the Participant dies.
- 6.8 In the event of a Change of Control or a determination by the Board that a Change of Control is expected to occur, the Board shall have the authority, but shall not be obligated, to take all necessary steps so as to ensure the preservation of the economic interests of the Participants in, and to prevent the dilution or enlargement of, any Restricted Share Units, including, without limitation: (i) ensuring that the Corporation or any entity which is or would be the successor to the Corporation or which may issue securities in exchange for Shares upon the Change of Control becoming effective will provide each Participant with new or replacement or amended Restricted Share Units which will continue to vest and be eligible to be paid out following the Change of Control on similar terms and conditions as provided in this Plan; (ii) causing all or a portion of the outstanding Restricted Share Units to become Vested Restricted Share Units prior to the Change of Control; or (iii) any combination of the above.
- 6.9 Provided that payments have not been made in respect of a Participant's Restricted Share Units in accordance with Section 6.9, if the employment of a Participant is terminated by the Corporation

(or a Subsidiary, as applicable) or by the Participant as a result of Constructive Dismissal, within one (1) year following a Change of Control, subject to the provisions of any applicable Grant Agreement, all Restricted Share Units credited to the Participant and then outstanding shall (whether otherwise vested or not at such time) become Vested Restricted Share Units at the time of such termination and each Participant shall be entitled to payouts in accordance with Article 5.

#### **ARTICLE 7 – AMENDMENT AND TERMINATION**

- 7.1 Subject to this Article 7, the Plan may be amended, suspended or terminated at any time by the Board in whole or in part, provided that no amendment shall be made which would cause the Plan, or any Restricted Share Units granted hereunder, to cease to comply with paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the Tax Act or any successor provision thereto. Upon termination of the Plan, subject to a resolution of the Board to the contrary, all unvested Restricted Share Units shall remain outstanding and in effect and continue to vest and be paid out in accordance with the terms of the Plan existing at the time of its termination and the applicable Grant Agreement, provided that no further Restricted Share Units will be credited to the Account of any Participant. The Plan will terminate on the date upon which no further Restricted Share Units remain outstanding.
- 7.2 In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Corporation or other distribution of the Corporation's assets to shareholders of the Corporation (other than the payment of ordinary course cash or stock dividends in respect of the Shares), subject to TSX approval, the number of Shares subject to this Plan and the Restricted Share Units then outstanding under the Plan shall be adjusted in such manner, if any, as the Corporation may in its discretion deem appropriate to preserve, proportionally, the interests of Participants under the Plan. Adjustments under this Section 7.2 shall, subject to TSX approval, be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. All fractional Restricted Share Units shall be rounded down.
- 7.3 Subject to the policies, rules and regulations of any lawful authority having jurisdiction over the Corporation (including any exchange on which the Shares are then listed and posted for trading), the Board may at any time, without further action by, or approval of, the holders of Shares, amend the Plan or any Restricted Share Unit granted under the Plan in such respects as it may consider advisable and, without limiting the generality of the foregoing, it may do so to:
- (a) ensure that Restricted Share Units granted under the Plan will comply with any provisions respecting restricted share units or other security based compensation arrangements in the Tax Act or other laws in force in any country or jurisdiction of which a Participant to whom a Restricted Share Unit has been granted may from time to time perform services or be resident;
  - (b) cure any ambiguity, error or omission in the Plan or Restricted Share Unit or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
  - (c) comply with applicable law or the requirements of any stock exchange on which the shares are listed;
  - (d) amend the provisions of the Plan respecting administration or eligibility for participation

under the Plan;

- (e) make amendments of a "housekeeping" nature;
- (f) change the terms and conditions on which Restricted Share Units may be or have been granted pursuant to the Plan, including a change to, or acceleration of, the vesting provisions of Restricted Share Units;
- (g) amend the treatment of Restricted Share Units on ceasing to be a director, officer, employee or Consultant; and
- (h) change the termination provisions of Restricted Share Units or the Plan which does not entail an extension beyond the original expiry date.

Any such amendments shall, if made, become effective on the date selected by the Board. The Board may not, however, without the consent of the Participants, or as otherwise required by law, alter or impair any of the rights or obligations under any Restricted Share Units theretofore granted.

7.4 Notwithstanding Section 7.3, approval of the holders of Shares will be required in order to:

- (a) increase the maximum number of Shares issuable pursuant to the Plan;
- (b) amend the determination of Fair Market Value under the Plan in respect of any Restricted Share Unit;
- (c) extend the Expiry Date of any Restricted Share Unit;
- (d) modify or amend the provisions of the Plan in any manner which would permit Restricted Share Units, including those previously granted, to be transferable or assignable, other than for normal estate settlement purposes;
- (e) add to the categories of eligible Participants under the Plan;
- (f) remove or amend the Insider and Independent Director Participation Restrictions;
- (g) amend this Section 7.4; or
- (h) make any other amendment to the Plan where Shareholder approval is required by the TSX.

7.5 The existence of any Restricted Share Units shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or to create or issue any bonds, debentures, shares or other securities of the Corporation or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation, or any amalgamation, combination, merger or consolidation involving 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.

7.6 Notwithstanding the provisions of this Article 7, should changes be required to the Plan by any securities commission, stock exchange or other governmental or regulatory body of any jurisdiction to which the Plan or the Corporation now is or hereafter becomes subject, such changes shall be

made to the Plan as are necessary to conform with such requirements and, if such changes are approved by the Board, the Plan, as amended, shall be filed with the records of the Corporation and shall remain in full force and effect in its amended form as of and from the date of its adoption by the Board.

#### **ARTICLE 8 – NO TRANSFER OR ASSIGNMENT OF PARTICIPANTS' RIGHTS**

- 8.1 Restricted Share Units granted under the Plan may not be transferred or assigned, other than for normal estate settlement purposes, or as approved by the Board in its sole discretion.
- 8.2 Subject to the requirements of applicable law, a Participant may designate in writing an individual who is a dependent or relation of the Participant as a beneficiary to receive any benefits that are payable under the Plan upon the death of such Participant. The Participant may, subject to applicable laws, alter or revise such designation from time to time. The original designation or any change thereto shall be in the form as the Board may, from time to time, determine.

#### **ARTICLE 9 – BLACKOUT PERIODS**

- 9.1 If the RSU Payment Date occurs during a Blackout Period or within three Business Days of the expiry of a Blackout Period applicable to the relevant Participant, then the RSU Payment Date shall be the earlier of (i) the 10th Business Day after the expiry of the Blackout Period (the "**Blackout Expiry Date**") and (ii) December 15th of the third year following the Service Year for any particular Restricted Share Unit. Where the RSU Payment Date is deemed by this section 9.1 to be December 15th of the third year following the Service Year for any particular Restricted Share Unit, the provisions of this Plan are applicable notwithstanding Section 5.3(b) and provided that payment shall not occur pursuant to Section 5.3(b).
- 9.2 For purposes of Section 9.1 hereof, "**Blackout Period**" means the period of time during which the relevant Participant is prohibited from exercising or trading securities of the Corporation due to restrictions on the trading of the Corporation's securities imposed by the Corporation in accordance with its trading policies affecting trades by persons designated by the Corporation.

#### **ARTICLE 10 – ADMINISTRATION**

- 10.1 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. Nothing in the Plan shall be construed as giving any Participant the right to be retained in the employ of or as director of, or a Consultant to, the Corporation or any of its Subsidiaries or any right to any payment whatsoever except to the extent of the benefits provided for by the Plan. The Corporation and its Subsidiaries expressly reserve the right to dismiss any Participant or terminate any Participant's status as a director or a Consultant at any time without liability except which such dismissal or termination might have upon him as a Participant other than as expressly provided for herein. No reasonable notice or payment in lieu thereof will extend the period of employment for purposes of the Plan.
- 10.2 The Plan will be administered by the Board and the Board has the sole and complete authority, in its discretion, to:
- (a) interpret the Plan and the Grant Agreements and prescribe, modify and rescind rules and regulations relating to the Plan and the Grant Agreements;

- (b) correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent it considers necessary or advisable for the implementation and administration of the Plan;
- (c) exercise rights reserved to the Corporation under the Plan;
- (d) determine whether and to the extent to which any Performance Criteria or other conditions applicable to the Vesting of Restricted Share Units have been satisfied or shall be waived or modified;
- (e) prescribe forms for notices to be prescribed by the Corporation under the Plan; and
- (f) make all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the Plan.

The Board's determinations and actions under this Plan are final, conclusive and binding on the Corporation, the Participants, any Beneficiary and all other persons.

- 10.3 Notwithstanding Section 10.2, the Board may delegate any of its administrative responsibilities described in Section 10.2 to an Administrator and all actions taken and decisions made by such Administrator in this regard shall be final, conclusive, and binding on all parties concerned, including but not limited to, the Corporation, the Participants, and any Beneficiary.
- 10.4 Each Participant shall provide the Corporation, the Board and the Administrator (either individually or all, as applicable) with all information (including "personal information" as defined in the *Personal Information Protection and Electronic Documents Act* (Canada) or any applicable provincial privacy legislation) they require in order to administer the Plan or to permit the Participant to participate in the Plan (the "**Participant Information**"). The Corporation, the Board, and the Administrator may from time to time transfer or provide access to the Participant Information to a third party service provider for purposes of the administration of the Plan provided that such service providers will be provided with such information for the sole purpose of providing services to the Corporation in connection with the operation and administration of the Plan and provided further that such service provider agrees to take appropriate measures to protect the Participant Information and not to use it for any purpose except to administer or operate the Plan. The Corporation may also transfer and provide access to Participant Information to its Subsidiaries for purposes of preparing financial statements or other necessary reports and facilitating payment or reimbursement of Plan expenses. In addition, Participant Information may be disclosed or transferred to another party during the course of, or completion of, a change in ownership of, or the grant of a security interest in, all or a part of the Corporation or its Subsidiaries, provided that such party is bound by appropriate agreements or obligations and required to use or disclose the Participant Information in a manner consistent with this Section
- 10.4. The Corporation shall not disclose Participant Information except as contemplated in this Section 10.4 or in response to regulatory filings or other requirements for the information by a governmental authority or regulatory body or a self-regulatory body in which the Corporation participates in order to comply with applicable laws (including, without limitation, the rules, regulations and policies of the TSX and any other stock exchange on which the Shares are then listed and posted for trading) or for the purpose of complying with a subpoena, warrant or other order by a court, person or body having jurisdiction over the Corporation to compel production of the information. By participating in the Plan, each Participant acknowledges that Participant Information may be so provided as set forth above and agrees and consents to its provision on the

terms set forth herein.

#### **ARTICLE 11 – LIABILITY**

- 11.1 None of the Corporation, the Board, the Administrator or any person acting on their direction or authority shall be liable for anything done or omitted to be done by such person with respect to the price, time, quantity or other conditions and circumstances of the issuance or purchase of Shares under the Plan or with respect to any fluctuations in the market price of the Shares or in any other connection under the Plan.
- 11.2 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 Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.
- 11.3 The Corporation makes no representations or warranties to Participants with respect to the Plan or the Restricted Share Units whatsoever. In seeking the benefits of participation in the Plan, a Participant agrees to exclusively accept all risks associated with a decline in the Fair Market Value of Shares and all other risks associated with the holding of Restricted Share Units.

#### **ARTICLE 12 – TAXES AND OTHER SOURCE DEDUCTIONS**

- 12.1 The Corporation and its Subsidiaries shall not be liable for any tax imposed on any Participant or any Beneficiary as a result of the crediting, holding or redemption of Restricted Share Units, amounts paid or credited to such Participant (or Beneficiary), or securities issued or transferred to such Participant (or Beneficiary) under this Plan. It is the responsibility of the Participant (or Beneficiary) to complete and file any tax returns which may be required under any applicable tax laws within the period prescribed by such laws.
- 12.2 The Corporation and its Subsidiaries shall be authorized to deduct, withhold and/or remit from any amount paid or credited hereunder (whether in Shares or cash), or otherwise, such amount as may be necessary so as to ensure the Corporation and/or such Subsidiary will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of a Participant or Beneficiary, as the case may be (the "**Applicable Withholding Taxes**").

#### **ARTICLE 13 – NO SHAREHOLDER RIGHTS AND UNFUNDED PLAN**

- 13.1 Under no circumstances shall Restricted Share Units be considered Shares or other securities of the Corporation, nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Corporation, including, without limitation, voting rights, dividend entitlement rights or rights on liquidation, nor shall any Participant be considered the owner of Shares by virtue of the award of Restricted Share Units.
- 13.2 The Plan shall be unfunded and the Corporation will not secure its obligations under the Plan. To the extent any Participant or his Beneficiary holds any rights by virtue of a grant of Restricted Share Units under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

#### **ARTICLE 14 – CURRENCY**

- 14.1 All payments and benefits under the Plan shall be determined and paid in the lawful currency of Canada.

**ARTICLE 15 – GOVERNING LAW**

- 15.1 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 Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

**ARTICLE 16 -SEVERABILITY**

- 16.1 The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any provision and any invalid or unenforceable provision shall be severed from the Plan.

**SCHEDULE "A"**

**Athabasca Minerals Inc.  
Restricted Share Unit Plan (the "Plan")**

**Grant Agreement**

Athabasca Minerals Inc. ("**Athabasca**" or the "**Corporation**") hereby grants the following award to the Participant named below (the "**Participant**") in accordance with and subject to the terms, conditions and restrictions of this Grant Agreement ("**Grant Agreement**"), together with the provisions of the Plan:

Name of Participant: \_\_\_\_\_

Number of Restricted Share Units: \_\_\_\_\_

Grant Date: \_\_\_\_\_

Vesting Date: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

This Grant Agreement is made in respect of the • Service Year. The terms and conditions of the Plan, and of the Acknowledgement attached as Exhibit "A" hereto, are hereby incorporated by reference as terms and conditions of this Grant Agreement and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan. To the extent there is any inconsistency or conflict between the Plan and this Grant Agreement, the terms of the Plan shall govern.

Participation in the Plan is voluntary and is not a condition of employment with the Corporation. No Participant shall have any claim or right to be granted Restricted Share Units pursuant to the Plan.

The Corporation (which for the purposes of this Grant Agreement includes its respective directors, officers and employees) shall not have any liability for: (i) the income or other tax consequences to Participants arising from participation in the Plan; (ii) any change in the value of the Shares of the Corporation; or (iii) any delays or errors in the administration of the Plan, except where such person has acted with wilful misconduct. Participants should consult their own tax and business advisors as the Corporation is not providing any such advice to any Participant.

Please acknowledge receipt of this Grant Agreement and your agreement to be bound by its terms (as well as the terms and conditions set out in the Plan and in the Acknowledgement attached as Exhibit "A" hereto) by signing below. Please make a copy of this Grant Agreement for your records and return your original signed Grant Agreement, including Exhibit "A" hereto, to the attention of the senior executive of Athabasca's human resources department within thirty (30) days of your receipt of this Grant Agreement.

Thank you for your contribution to Athabasca Minerals Inc.

**ATHABASCA MINERALS INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PARTICIPANT**

By: \_\_\_\_\_  
Name:

**EXHIBIT "A"****ACKNOWLEDGEMENT**

The Participant acknowledges that:

1. I \_\_\_\_\_ am / \_\_\_\_\_ am not [**check appropriate box**] a U.S. Taxpayer.
2. I have received and reviewed a copy of the Plan and agree to be bound by it and the terms of the Grant Agreement to which this Acknowledgement is attached.
3. I will be liable for income tax and other applicable taxes or social security contributions when payment is made to me under the Plan in respect of Restricted Share Units credited to my Account, in accordance with the terms of the Plan. I should confirm the tax treatment with my own tax advisor.
4. The value of a Restricted Share Unit is based on the trading price of a Share and is thus not guaranteed. The eventual cash value of a Restricted Share Unit on the applicable payment date may be higher or lower than the value of the Restricted Share Unit at the time it was allocated to my account in the Plan.
5. After the Termination Date, any Restricted Share Units granted to me, a Participant, will be treated in accordance with the Plan, and in particular Article 6 of the Plan, and may include the Restricted Share Units becoming null and void.
6. Any lump sum payment in cash owing to me pursuant to the Plan, less Applicable Withholding Taxes, will be forwarded to me at the address above, by registered mail, in the form of a cheque or payroll deposit from the Corporation.
7. I shall have no entitlement to receive payment in respect of any Restricted Share Units that have become null or void or have been cancelled pursuant to the terms of the Plan whether by way of damages or otherwise.
8. I have not been induced to enter into this Grant Agreement by expectation of employment or continued employment with the Corporation.
9. No funds will be set aside to guarantee payment of the Restricted Share Units and future payments of Restricted Share Units will remain an unfunded and unsecured liability recorded on the books of the Corporation.
10. I am required to provide the Corporation with all information (including personal information) the Board requires to administer the Plan and I hereby consent to the collection of all such information by the Corporation. I understand that the Corporation may from time to time transfer or provide access to such information to third party service providers for purposes of the administration of the Plan and that such service providers will be provided with such information for the sole purpose of providing such services to the Corporation. I acknowledge that withdrawal of the consent at any time may result in a delay in the administration of the Plan or in the inability of the Corporation to deliver a lump-sum cash payment corresponding to the number of my Restricted Share Units to me under the Plan.