



**Notice of Extraordinary General Meeting of Warrantholders Holding Warrants
Pursuant to a Warrant Indenture dated November 29, 2021**

and

Management Information Circular

Meeting Details

Date: April 21, 2023
Time: 11:00 a.m. (Pacific Time)
Place: 1090 Hamilton Street
Vancouver, BC V6B 2R9

March 21, 2023

TO: the Warrantholders of Warrants held pursuant to the Warrant Indenture dated November 29, 2021 (the “Warrants”) of Flying Nickel Mining Corp. (the “Company”)

You, as a holder (“Warrantholder”) of the Warrants, are being asked to consider certain amendments (the “Warrant Amendments”) to the Warrants which will result in the Company being authorized to reduce the exercise price of the Warrant from \$1.00 per share to \$0.20 per share, and to accelerate the expiry date of the warrant such that if for any consecutive 10 trading days the closing price of the Company’s shares exceeds \$0.25 (the “Trading Period”), the term of the Warrants must be accelerated to a period of 30 days commencing from no more than seven days after the end of the Trading Period, as more particularly described herein.

To Vote for the Warrant Amendments

To vote for the Warrant Amendments please mark the "VOTE FOR/CONSENT TO" box on the accompanying form of proxy and sign and deposit such document in accordance with the instructions set out therein as soon as practicable and in any event by 11:00 a.m. (Pacific Time) on April 19, 2023.

Approval of the Warrant Amendments

For the Warrant Amendments to be approved, either:

- holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants, present or represented by proxy at the Meeting, must vote FOR the Extraordinary Resolution at the Meeting; or
- holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants must approve the Extraordinary Resolution in writing (the “Written Consent”), by marking the “CONSENTS TO/VOTES FOR” box in favour of the Extraordinary Resolution.

The Meeting is scheduled to be held at 1090 Hamilton Street, Vancouver, British Columbia, V6B 2R9, on April 21, 2023, at 11:00 a.m. (Pacific Time). The quorum for the Meeting is the presence in person or by proxy of Warrantholders representing 25% of the number of Warrant shares that may be acquired pursuant to all of the outstanding Warrants at the record date, which has been set by the Board of Directors of the Company as the close of business on March 21, 2023. Each Warrantholder present in person or represented by proxy at the Meeting shall be entitled to one vote in respect of each Warrant held by such Warrantholder.

If the Warrant Amendments are approved by the Warrantholders, the Company anticipates that the effective date of the Warrant Amendments will be on or about April 21, 2023, being the date the Company expects to enter into the supplemental indenture among the Company and Computershare Trust Company which provides for the Warrant Amendments, such indenture to be substantially in the form attached as Appendix "B" to the accompanying management information circular (“Circular”).

Management Information Circular

The accompanying Circular provides a detailed description of the Warrant Amendments. Please give this material your careful consideration. If you require assistance, you should consult your financial, legal, income tax or other professional advisors.

We encourage you to read the materials in the accompanying Circular carefully. Your vote is important. Whether or not you attend the meeting of Warrantholders, please take the time to vote your Warrants in accordance with the instructions contained in the accompanying Circular.

DATED at Vancouver, British Columbia, this 21st day of March, 2023.

By order of the Board of Directors.

FLYING NICKEL MINING CORP.

/s/ "John Lee"

John Lee
CEO, Executive Chairman and Director

FLYING NICKEL



Mining Corp.

1610 – 409 Granville Street
Vancouver, BC, V6C 1T2
Telephone: 604.569.3661 Extn 102

NOTICE OF EXTRAORDINARY MEETING OF WARRANTHOLDERS

NOTICE IS HEREBY GIVEN that an extraordinary meeting (the “**Meeting**”) of the holders (the “**Warrantholders**”) of the Warrants held pursuant to the Warrant Indenture dated November 29, 2021, (the “**Warrants**”) of **FLYING NICKEL MINING CORP.** (the “**Company**”) will be held at 1090 Hamilton Street, Vancouver, British Columbia, on April 21, 2023, at the hour of 11:00 a.m. (Vancouver time), for the following purposes:

1. To consider, and if deemed appropriate, to adopt, with or without amendment, an extraordinary resolution (the “**Extraordinary Resolution**”) in the form attached as Appendix “A” to the accompanying management information circular (the “**Circular**”) accompanying this Notice of Extraordinary Meeting of Warrantholders, approving certain amendments to the warrant indenture between the Company and Computershare Trust Company (the “**Trustee**”) dated November 29, 2021 (the “**Indenture**”), and authorizing the Trustee to execute a supplemental trust indenture giving effect to such amendments;
2. To transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting and forms part of this Notice of Extraordinary Meeting of Warrantholders.

The Extraordinary Resolution will become binding on all Warrantholders if it is approved:

- At the Meeting, by the holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants present in person or by proxy at the Meeting, or any adjournment thereof; or
- In writing, by the holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants.

Accordingly, it is important that your Warrants be represented and voted whether or not you plan to attend the Meeting in person. If the Extraordinary Resolution is validly approved by Warrantholders in writing prior to the date of the Meeting, the Meeting will be cancelled and will not proceed. In such event, Warrantholders will be notified in writing by the Company that the Meeting has been cancelled.

The Board of Directors has established the close of business on March 21, 2023, as the record date for the Warrantholders’ Meeting (the “**Record Date**”). Only Warrantholders of record at the close of business on the Record Date will be entitled to notice of the Meeting or any adjournment thereof and to vote at the Meeting. No Warrantholders becoming a Warrantholder of record after such time will be entitled to vote at the Meeting or any adjournment thereof.

Only registered Warrantholders, or their duly appointed proxyholders, have the right to vote at the Warrantholder Meeting, or to appoint or revoke a proxy. However, for those Warrants registered in the name of CDS & Co., then CDS & Co. or its duly appointed proxyholders, may only vote the Warrants in accordance with instructions received from the beneficial Warrantholders. Beneficial Warrantholders as of the Record Date wishing to vote their Warrants at the Meeting must provide instructions to their broker or other intermediary through which they hold their Warrants in sufficient time prior to the deadline for depositing proxies for the Meeting to permit their broker or other nominee to instruct CDS & Co., or its duly appointed proxyholders, as to how to vote their Warrants at the Meeting.

DATED at Vancouver, British Columbia, this 21st day of March, 2023.

By order of the Board of Directors.

FLYING NICKEL MINING CORP.

/s/ "John Lee"

John Lee
CEO, Executive Chairman and Director

FLYING NICKEL



Mining Corp.

1610 – 409 Granville Street
Vancouver, BC, V6C 1T2
Telephone: 604.569.3661 Extn 102

MANAGEMENT INFORMATION CIRCULAR

SUMMARY

The following is a brief summary of certain information contained in this Circular. Reference is made to, and this summary is qualified by, the detailed information contained in this Circular. Warrantheolders are encouraged to read this Circular and the attached Appendices carefully and in their entirety.

The Meeting

An extraordinary meeting (the “**Meeting**”) of holders (the “**Warrantheolders**”) of the warrants held pursuant to a warrant indenture dated November 29, 2021 (the “**Warrants**”) of Flying Nickel Mining Corp. (the “**Company**”) will be held at 1090 Hamilton Street, Vancouver, British Columbia on April 21, 2023 at 11:00 a.m. (Pacific Standard Time).

At the Meeting, Warrantheolders will be asked to consider and, if deemed appropriate, to adopt, with or without amendment, an extraordinary resolution (the “**Extraordinary Resolution**”) in the form attached as Appendix “A” to this management information circular (the “**Circular**”), approving amendments (the “**Warrant Amendment**”) to the warrant indenture between the Company and Computershare Trust Company (the “**Trustee**”) dated as of November 29, 2021 (the “**Indenture**”), and authorizing the Trustee to execute a supplemental warrant indenture (the “**Supplemental Indenture**”) giving effect to the Warrant Amendment.

Only the Warrantheolders of record as of the close of business on March 21, 2023 (the “**Record Date**”) are entitled to receive notice of the Meeting and to vote at the Meeting. Each Warrantheolder present in person or represented by proxy at the Meeting shall be entitled to one vote in respect of each Warrant held by such Warrantheolder.

The Warrant Amendment

The Warrant Amendment, if approved by the Warrantheolders, will result in the Company being authorized to reduce exercise price of the Warrant from \$1.00 per share to \$0.20 per share, and to amend the term of the warrant such that if for any consecutive 10 trading days the closing price of the Company’s shares exceeds the new exercise price by 25%, (\$0.25), the term of the Warrants must be amended to 30 days commencing from 7 days after the end of the 10 consecutive trading day period, as more particularly described herein.

For the Warrant Amendments to be approved, either:

- holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants, present or represented by proxy at the Meeting, must vote FOR the Extraordinary Resolution at the Meeting; or
- holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants must approve the Extraordinary Resolution in writing (the “**Written Consent**”), by marking the “CONSENTS TO/VOTES FOR” box in favour of the Extraordinary Resolution.

If the Extraordinary Resolution is validly approved by Warrantheolders in writing prior to the date of the Meeting, the Meeting will be cancelled and will not proceed. The Company will provide written notice to the Warrantheolders that the Meeting has been cancelled.

If the Extraordinary Resolution is validly approved or adopted in writing by the Warrantheolders, the Company will give effect to the Warrant Amendment by entering into a Supplemental Indenture in substantially the form attached as Appendix “B” to this Circular. The Company currently anticipates that the execution of the Supplemental Indenture will occur following the earlier of (i) receipt of Written Consent; and (ii) upon completion the Meeting at which Warrantheolders approve the Extraordinary Resolution, scheduled for April 21, 2023.

Recommendation of the Board

The Board of Directors of the Company (the “**Board**”) has unanimously concluded that the Warrant Amendment is in the best interests of the Company and, as such, has authorized submission of the Extraordinary Resolution to Warrantheolders for approval. The Board unanimously recommends that Warrantheolders vote FOR the Extraordinary Resolution.

Notice

Only Warrantheolders of record at the close of business on the Record Date will be entitled to notice of the Meeting or any adjournment thereof, and to vote at the Meeting. Some of the Warrants have been issued in the form of global certificates registered in the name of CDS & Co. and, as such, CDS & Co. is a registered Warrantheolder. Only registered Warrantheolders, or their duly appointed proxyholders, have the right to vote at the Meeting, or to appoint or revoke a proxy. However, CDS & Co., or its duly appointed proxyholders, may only vote the Warrants in accordance with instructions received from the beneficial Warrantheolders. Beneficial Warrantheolders as of the Record Date wishing to vote their Warrants at the Meeting must provide instructions to their broker or other intermediary through which they hold their Warrants, as the case may be, in sufficient time prior to the deadline for depositing proxies for the Meeting to permit their broker or other nominee to instruct CDS & Co., or its duly appointed proxyholders, as to how to vote their Warrants at the Meeting. Often, the form supplied to beneficial Warrantheolders in order that they may provide instructions is identical to the form of proxy provided to registered Warrantheolders; however, its purpose is limited to instructing the registered Warrantheolders how to vote on behalf of the beneficial Warrantheolders.

Proxy and Consent Information

To vote for the Extraordinary Resolution, registered Warrantheolders should take the steps outlined below:

- Step 1. Mark the “CONSENTS TO/VOTES FOR” box in the Form of Proxy and Consent.
- Step 2. Sign and date the Form of Proxy and Consent.
- Step 3. Beneficial Warrantheolders who have received a Form of Proxy and Consent directly from the Trustee may deposit the Form of Proxy and Consent with the Trustee at:

Computershare Trust Company,
3rd Floor
510 Burrard Street
Vancouver, British Columbia, Canada, V6C 3B9

as soon as practicable and in any event no later than 11:00 a.m. (Pacific Standard Time) on April 19, 2023.

Each Form of Proxy and Consent that is returned with the “CONSENTS TO/VOTES FOR” box marked will also constitute the relevant Warrantheolder’s written approval of the Extraordinary Resolution for the purposes of Section 7.14 of the Indenture.

Beneficial Warrantheolders who have received a voting instruction form from Broadridge Financial Solutions Inc. (“**Broadridge**”) must deposit the completed voting instruction form with Broadridge by mail or facsimile at the address or facsimile number noted thereon.

INTRODUCTION

Information Contained in this Circular

No person has been authorized to give information or to make any representations in connection with the matters to be considered by the Warranholders other than those contained in this Circular and, if given or made, any such information or representations should not be relied upon in making a decision as to whether to vote for the Extraordinary Resolution or be considered to have been authorized by the Company.

This Circular does not constitute an offer to buy, or a solicitation of an offer to sell, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such an offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation.

Warranholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection herewith.

You should be aware that the Warrant Amendment may have tax consequences to Warranholders in Canada and/or the Warranholders jurisdiction of residence. Tax considerations applicable to Warranholders have not been described in the Circular and Warranholders should consult their own tax advisors to determine the particular consequences to them of participating in the solicitation being made hereunder.

Capitalized Terms

Unless the context indicates otherwise, capitalized terms which are used in this Circular and not otherwise defined in this Circular have the meanings given to such terms in the Indenture.

Cautionary Statement Regarding Forward-Looking Statements

Certain information contained in this Circular constitutes forward-looking information, which is information regarding possible events, conditions or results of operations of the Company that is based upon assumptions about future economic conditions and courses of action and which is inherently uncertain. All information other than statements of historical fact may be forward-looking information. Forward-looking information is often, but not always, identified by the use of words such as “seek”, “anticipate”, “budget”, “plan”, “continue”, “estimate”, “expect”, “forecast”, “may”, “will”, “project”, “predict”, “potential”, “targeting”, “intend”, “could”, “might”, “should”, “believe” and similar words or phrases (including negative variations) suggesting future outcomes or statements regarding an outlook. Warranholders are cautioned not to put undue reliance on such forward looking information, which are not a guarantee of performance and are subject to a number of risks and uncertainties, including but not limited to, the risk that the Warrant Amendment will not be successfully completed for any reason and the risk that, if completed, the Company may not realize the anticipated benefits of the Warrant Amendment. Many of such risks and uncertainties are outside the control of the Company and could cause actual results to differ materially from those expressed or implied by such forward-looking information. In making such forward-looking statements, management has relied upon a number of material factors and assumptions, including with respect to general economic and financial conditions, interest rates, exchange rates, equity and debt markets, business competition, changes in government regulations or in tax laws, acts and omissions of third parties and the ability of the Company to obtain approval for the Warrant Amendment. Such forward-looking information should, therefore, be construed in light of such factors and assumptions. All forward-looking information is expressly qualified in its entirety by the cautionary statements set forth above. The Company is under no obligation, and expressly disclaims any intention or obligation, to update or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as expressly required by applicable law. All of the forward-looking information contained in this Circular is expressly qualified by this cautionary statement.

Conventions

In this Circular, unless otherwise specified, all dollar amounts are expressed in Canadian dollars. Information contained in this Circular is given as of March 21, 2023, unless otherwise specifically stated.

WARRANTS OUTSTANDING

All of the 5,047,016 Warrants originally issued, remain outstanding.

REASONS FOR THE WARRANT AMENDMENT

The Company is in the exploration phase and relies on the issuance of equity for cash to provide working capital. The Company believes the Warrant Amendments will encourage Warrantheolders to exercise their Warrants and thus, providing the Company with additional working capital.

THE WARRANT AMENDMENT

Warrantheolders are being asked to consider and, if deemed appropriate, to adopt, with or without amendment, the Extraordinary Resolution approving certain amendments to the Indenture, which will result in the Company being authorized to reduce exercise price of the Warrant from \$1.00 per share to \$0.20 per share, and to accelerate the expiry date of the warrant such that if for any consecutive 10 trading days the closing price of the Company's shares exceeds \$0.25 (the "**Trading Period**"), the term of the Warrants must be accelerated to 30 days commencing from no more than seven days after the end of the Trading Period.

The full text of the Extraordinary Resolution is attached to this Circular as Appendix "A".

For the Warrant Amendment to be adopted, either:

- Holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants, present or represented by proxy at the Meeting, must vote FOR the Extraordinary Resolution at the Meeting; or
- Holders of at least 66⅔% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants must approve the Extraordinary Resolution by written consent/or an instrument in writing, by marking the "CONSENTS TO/VOTES FOR" box in the accompanying Form of Proxy and Consent and executing and returning it to Computershare Trust Company, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9 by mail or internet voting which can be completed at www.investorvote.com, or by toll free at 1.866.734.8683 as soon as practicable and in any event no later than 11:00 am (Pacific Standard Time) on April 19, 2023.

If the Extraordinary Resolution is validly approved by Warrantheolders by written consent prior to the date of the Meeting, the Meeting will be cancelled and will not proceed.

If the Extraordinary Resolution is validly approved or adopted by written consent by the Warrantheolders, the Company will give effect to the Warrant Amendment by entering into the Supplemental Indenture with the Trustee in substantially the form attached as Appendix "B" to this Circular, which the Company currently anticipates will occur following the earlier of (i) receipt of Written Consent; and (ii) upon completion the Meeting at which Warrantheolders approve the Extraordinary Resolution, scheduled for April 21, 2023.

The Extraordinary Resolution authorizes the Company, notwithstanding the approval or adoption of the Extraordinary Resolution by Warrantheolders, to amend the terms of the Supplemental Indenture in any manner that does not adversely affect the holders of the Warrants.

RECOMMENDATION OF THE BOARD

Benefits of the Warrant Amendment

The Company believes that the proposed amendment to the reduced exercise price of the Warrants is in the best interest of Warrantheolders and shareholders.

Recommendation of the Board

The Board has unanimously concluded that the Warrant Amendment is in the best interests of the Company and, as such, has authorized submission of the Extraordinary Resolution to Warrantheolders for approval. The Board unanimously recommends that Warrantheolders vote FOR the Extraordinary Resolution.

GENERAL PROXY INFORMATION AND CIRCULAR DISCLOSURE

Persons Making the Solicitation

This Circular is being furnished in connection with the solicitation of proxies by the management of the Company for use at the Meeting.

While it is expected that the solicitation of proxies will be primarily by mail, proxies may be solicited personally or by telephone by the regular employees of the Company at nominal cost. The Company may reimburse Warrantheolders' nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to execute proxies. All costs of solicitation will be borne by the Company. None of the directors of the Company have advised that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

Appointment and Revocation of Proxies

The individuals named in the accompanying form of proxy and consent (the "Proxy") are directors or officers of the Company. **A WARRANTHOLDER WISHING TO APPOINT SOME OTHER PERSON (WHO NEED NOT BE A WARRANTHOLDER) TO ATTEND AND ACT FOR THE WARRANTHOLDER AND ON THE WARRANTHOLDER'S BEHALF AT THE MEETING HAS THE RIGHT TO DO SO, EITHER BY INSERTING SUCH PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY AND STRIKING OUT THE TWO PRINTED NAMES, OR BY COMPLETING ANOTHER FORM OF PROXY.**

A Proxy will not be valid unless the completed, dated and signed Proxy is received by Computershare Trust Company at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9 by 11:00 a.m. (Vancouver time) on April 19, 2023 or if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the date to which the Meeting is adjourned or postponed. Internet voting can be completed at www.investorvote.com, or toll free at 1.866.734.8683 or mailing voting can also be completed at Computershare Trust Company, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9.

Late proxies may be accepted or rejected by the Chairman of the Meeting at his discretion and the Chairman of the Meeting is under no obligation to accept or reject any particular late proxy. The Chairman of the Meeting may waive or extend the proxy cut-off without notice.

A Warrantheolder who has given a Proxy may revoke it by an instrument in writing executed by the Warrantheolder or by the Warrantheolder's attorney authorized in writing or, if the Warrantheolder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to the office of the Company, at 1610 – 409 Granville Street, Vancouver, British Columbia, V4W 2Z6, at any time up to and including the last business day preceding the day of the Meeting or any adjournment of it or to the Chairman of the Meeting on the day of the Meeting or any adjournment of it. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

If you are a non-registered Warrantheolder, please follow the instructions from your bank, broker or other financial intermediary for instructions on how to revoke your voting instructions.

Exercise of Discretion

If the instructions in a Proxy are certain, the Warrants represented thereby will be voted on any poll by the persons named in the Proxy and, where a choice with respect to any matter to be acted upon has been specified in the Proxy, the Warrants represented thereby will, on a poll, be voted or withheld from voting in accordance with the specifications so made. **If you do not provide instructions in your Proxy, the persons named in the enclosed Proxy will vote your**

Warrants FOR the matters to be acted on at the Meeting.

The persons named in the enclosed Proxy will have discretionary authority with respect to any amendments or variations of these matters or any other matters properly brought before the Meeting or any adjournment or postponement thereof, in each instance, to the extent permitted by law, whether or not the amendment or other item of business that comes before the Meeting is routine or contested. The persons named in the enclosed Proxy will vote on such matters in accordance with their best judgment. At the time of the printing of this Circular, the management of the Company knows of no such amendment, variation or other matter which may be presented to the Meeting.

Beneficial Warrantholders

Some of the Warrants have been issued in the form of global certificates registered in the name of CDS & Co. As such, CDS & Co. is a registered holder of those Warrants. Accordingly, some Warrantholders do not hold their Warrants in their own name. Such Warrants are held by such Warrantholders (“**Beneficial Owners**”) through one or more intermediaries (such as a bank, trust company, securities dealer or broker, or trustee or administrator of a self-administered RRSP, RRIF, RESP or similar plan).

Subject to the provisions of National Instrument 54-101 *Communication With Beneficial Owners of Securities* of a Reporting Issuer (“**NI 54-101**”), only registered holders of the Company’s Warrants are entitled to receive notice of the Meeting and only registered Warrantholders or their duly appointed proxies are entitled to vote at the Meeting. If you are a Beneficial Owner, you are entitled to: (i) direct how the Warrants beneficially owned by you are to be voted, or (ii) obtain a legal form of proxy that will entitle you to attend and vote at the Meeting. Often, the form of proxy supplied to beneficial Warrantholders in order that they may provide instructions is identical to the form of proxy provided to registered Warrantholders; however, its purpose is limited to instructing the registered Warrantholders how to vote on behalf of the beneficial Warrantholders.

The materials with respect to the Meeting are being sent to both registered Warrantholders and Beneficial Owners who have not objected to the Intermediary through which their Warrants are held disclosing ownership information about themselves to the Company (“**NOBOs**”). If you are a NOBO, and the Company or its agent has sent these materials to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary on your behalf.

If you are a Beneficial Owner Holder who has objected to the Intermediary through which your Warrants are held disclosing ownership information about you to the Company (an “**OBO**”), you should be aware that the Company does not intend to pay for Intermediaries to forward the materials with respect to the Meeting, including proxies or voting information forms, to OBOs and therefore an OBO will not receive the materials with respect to the Meeting unless that OBO’s Intermediary assumes the cost of delivery.

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

Other than as disclosed elsewhere in this Information Circular, none of the current directors or executive officers, no proposed nominee for election as a director, none of the persons who have been directors or executive officers since the commencement of the last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

No directors and officers of the Company own, directly or indirectly, or exercise control or direction over any Warrants.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in this Circular, no informed person of the Company, or any associate or affiliate of any informed person, has had any material interest in any transaction, or proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries since the commencement of the most recently completed financial year of the Company.

RECORD DATE AND QUORUM

The board of directors (the “**Board**”) of the Company have fixed the record date for the Meeting at the close of business on March 21, 2023, (the “**Record Date**”). Warranholders of record as at the Record Date are entitled to receive notice of the Meeting and to vote those Warrants included in the list of Warrants entitled to vote at the Meeting prepared as at the Record Date, except to the extent that any such Warranholder transfers any Warrants after the Record Date and the transferee of those shares establishes that the transferee owns the shares and demands, not less than ten days before the Meeting, that the transferee's name be included in the list of Warranholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such shares at the Meeting.

Under the Indenture, the quorum necessary for the transaction of business at the Meeting consists of Warranholders present in person or by proxy and representing at least 25% of the aggregate number of Warrant shares that may be acquired on exercise of the outstanding Warrants.

Under the Indenture, if, at the Meeting, the holders of not less than 25% of the aggregate number of Warrant shares that may be acquired on exercise of the Warrants outstanding are not present in person or by proxy within 30 minutes after the time appointed for the Meeting, then the Meeting shall be adjourned it will stand adjourned to such day, being not less than 15 or more than 60 days later, and to such place and time as may be appointed by the chairman. Not less than 14 days' prior notice will be given of the time and place of such adjourned meeting in the manner provided for in Section 10.2 of the Indenture.

At the adjourned meeting the Registered Warranholders present in person or by proxy will form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote shall be an Extraordinary Resolution within the meaning of the Indenture notwithstanding that Registered Warranholders entitled to acquire at least 25% of the aggregate number of Warrant Shares which may be acquired pursuant to all the then outstanding Warrants are not present in person or by proxy at such adjourned meeting.

VOTING SECURITIES

As at the date hereof, the Company has 5,047,016 Warrants outstanding. Each Warranholder present in person or represented by proxy at the Meeting shall be entitled to one vote in respect of Warrant held by such Warranholder.

WARRANTHOLDER RIGHTS

Some of your rights as a Warranholder, including those relating to the Meeting, are described generally in this Circular. For more details, reference is made to the full text of the Indenture, a copy of which is posted for public access on the Company's SEDAR profile at www.sedar.com, or, alternatively, can be obtained upon request to the Company by emailing the Corporate Secretary at daniela@flynickel.com.

TRUSTEE

The Trustee under the Indenture is Computershare Trust Company, a trust company existing under the laws of Canada. The Trustee may be contacted as follows:

Computershare Trust Company,
3rd Floor, 510 Burrard Street,
Vancouver, British Columbia, Canada, V6C 3B9

Attention: General Manager, Corporate Trust
Email Address: corporatetrust.vancouver@computershare.com

DIRECTOR'S APPROVAL

The contents of this Information Circular and its distribution to Warrantholders have been approved by the Board of the Company.

DATED at Vancouver, British Columbia, March 21, 2023.

BY ORDER OF THE BOARD

/s/ "John Lee"

John Lee,
CEO, Executive Chairman and Director

APPENDIX "A"

EXTRAORDINARY RESOLUTION

WHEREAS the Company conducted a private placement whereby the Company issued, pursuant to a Warrant Indenture dated November 29, 2021 (the "**Indenture**"), entered into between the Company and Computershare Trust Company of Canada (the "**Warrant Agent**") 5,047,016 share purchase warrants exercisable at a price of \$1.00 per share and expiring on November 29, 2023 (the "**Warrants**"); and

WHEREAS pursuant to the policies of the TSX Venture Exchange, the repricing of warrants to a price reflective of current market price which is at a price lower than the market price of the Company's common shares at the time any of the Warrants were issued, a re-pricing of the Warrants will require the consent of the holders and require the addition of a term such that if for any consecutive 10 trading days the closing price of the Company's shares exceeds the new exercise price by 25%, (\$0.25), the term of the Warrants must be amended to 30 days commencing from 7 days after the end of the 10 consecutive trading day period (the "**Accelerated Expiry Provision**").

NOW BE IT RESOLVED as an Extraordinary Resolution that:

- (a) the amendments to the Indenture governing the Warrants be amended such that:
 - (i) the exercise price of the Warrants is reduced from \$1.00 per share to \$0.20 per share; and
 - (ii) the Indenture is amended to include the Accelerated Expiry Provision such that in the event the closing price of the Company's common shares on the **TSXV** exceeds \$0.25 for any ten consecutive trading days following the Warrant Repricing, the expiry date of the Warrants shall be accelerated from November 29, 2023 to a date that is 30 days following the seventh calendar day following the ten consecutive trading day period;
- (b) each of the Company and the Trustee is hereby authorized and directed to execute and deliver the First Supplemental Indenture;
- (c) the Trustee is hereby authorized and directed as per the written direction of the Company and its advisors to execute and to cause to be executed on behalf of the holders of the debentures or to deliver or cause to be delivered all such documents, agreements and instruments and to do or cause to be done all such other acts and things as the company and its advisors shall determine to be necessary or desirable to carry out the intent of this extraordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument or the doing of any such act or thing;
- (d) notwithstanding that this extraordinary resolution has been approved or adopted in writing by the holders of the Warrants, the Company is authorized, without further notice to or approval of the holders of the Warrants, to: (i) amend the terms of the supplemental indenture in any manner that does not adversely affect the holders of the Warrants; or (ii) not proceed with entering into the supplemental indenture;
- (e) any officer or director of the Company is hereby authorized and directed to execute and deliver all documents and to do all other acts or things as such individual may, in his or her sole discretion, determine to be appropriate from time to time to give effect to the foregoing, such determination to be conclusively evidenced by the execution and delivery by such individual of such documents or the doing of such other acts or things; and
- (f) the Trustee is hereby authorized and directed to execute and deliver all documents and to do all other acts or things as the trustee may determine to be necessary or appropriate from time to time to give effect to the foregoing, such determination to be conclusively evidenced by the execution and delivery by the trustee of such documents or the doing of such other acts or things.

FIRST SUPPLEMENTAL INDENTURE, dated as of MARCH ____, 2023 (the “**First Supplemental Indenture**”), between **FLYING NICKEL MINING CORP.** (the “**Corporation**”), a corporation existing under the *Business Corporations Act* (British Columbia), and **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company existing under the laws of Canada and authorized to carry on business in all provinces of Canada, as warrant agent (the “**Warrant Agent**”).

RECITALS OF THE CORPORATION

The Corporation has entered into a warrant indenture dated as of November 29, 2021 with the Warrant Agent (the “**Indenture**”).

Pursuant to Section 8.1 of the Indenture, the Corporation wishes to enter into this First Supplemental Indenture to modify the provisions of the Indenture for the benefit of all holders of the Warrants.

Pursuant to Sections 8.1 of the Indenture, the Corporation wishes to modify the form of Warrant Certificate to such attached herein as Schedule “A” and the form of Exercise Form to such attached herein as Schedule “B”.

The Corporation has duly authorized and the Warrantheolders have approved, in accordance with Article 7 of the Indenture, the execution and delivery of this First Supplemental Indenture and all things necessary to make this First Supplemental Indenture a valid and binding agreement of the Corporation, in accordance with its terms, have been done.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Common Shares upon exercise of Warrants by the Warrantheolders thereof, it is mutually agreed, for the equal and proportionate benefit of all Warrantheolders, as follows:

1. Definitions

Subject to Sections 3 and 4 hereof, all capitalized terms used but not defined in this First Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

2. To Be Read With Indenture

This First Supplemental Indenture is a supplemental indenture to the Indenture as contemplated by Section 8.1(a) of the Indenture. The Indenture and this First Supplemental Indenture shall be read together and shall have effect so far as practicable as if all the provisions of both indentures were contained in one instrument.

3. Definitions:

Subsections (a1), (a2) and (a3) each be added to Article 1.1 immediately preceding subsection 1.1(a) as follows:

“Accelerated Expiry Date” means the 30th day following the earlier of (i) the date on which the Acceleration Notice is sent to the Warrantheolder, (ii) the date of issuance of a press release announcing the Company’s exercise of the Acceleration Right, providing that the Accelerated Expiry Date shall not in any event be later than seven calendar days following the Trading Period.

“Acceleration Notice” means the notice of the Company to accelerate the Expiry Date to the Accelerated Expiry Date pursuant to Section 2.2(f) of this Indenture;

“Acceleration Right” means the requirement of Company to accelerate the Expiry Date to the Accelerated Expiry Date, in accordance with the requirements of the policies of the TSX-V, pursuant to Section 2.2(f) of this Indenture;

Additionally, subsection (tt1) shall be added immediately after subsection 1.1(tt) and immediately before subsection 1.1(uu), as follows:

“Trading Period” mean a period of ten consecutive Trading Days on which the closing price of the Common Shares on the TSX-V exceeds (i) \$0.25, or (ii) following any adjustment to the Exercise Price pursuant to the terms hereof, at greater than 125% of the Exercise Price in effect from time to time;

4. Exercise Price

The definition of “**Exercise Price**” set out in Article 1.1 of the Indenture shall be deleted and replaced with the following:

“**Exercise Price**” at any time means the price at which a whole Warrant Share may be purchased by the exercise of a whole Warrant, which is initially \$1.00 per Warrant Share, and thereafter on [April XX], 2023, \$0.20 per Warrant Share, unless such price has been adjusted in accordance with the provisions of Section 4.1, in which case it shall mean the adjusted price in effect at the applicable time, and which price is payable in immediately available Canadian funds;

5. Expiry Date

The definition of “**Expiry Date**” set out in Article 1.1 of the Indenture shall be deleted and replaced with the following:

“**Expiry Date**” means the earlier of (i) November 29, 2023, or (ii) the Accelerated Expiry Date;

6. Accelerated Expiry Provisions

Subsections 2.2(f) and (g) shall be added immediately after subsection 2.2(e) as follows:

“(f) Notwithstanding any other term of this Indenture or the Warrants, if at any time following April [xx], 2023, if the closing price of the Common Shares, for a period of ten consecutive Trading Days, (i) \$0.25, or (ii) following any adjustment to the Exercise Price pursuant to the terms hereof, at greater than 125% of the Exercise Price in effect from time to time, the Company shall promptly provide the Warrant Agent with the Acceleration Notice, which the Warrant Agent will deliver to the Warrantholders in accordance with Section 2.2(g), and require that the Expiry Date be accelerated to the Accelerated Expiry Date, and the Expiry Date will be so amended. Any unexercised Warrants shall automatically expire at the end of the Accelerated Expiry Date.

“(g) Once the Company exercises its Acceleration Right pursuant to Section 2.2(f) above, promptly following receipt by the Warrant Agent of the Acceleration Notice from the Company, the Warrant Agent shall send the Acceleration Notice by first class mail to the Warrantholders in the manner provided for in Section 10.2 of this Indenture. Notwithstanding any provision to the contrary, the Acceleration Notice shall, for the purposes of fixing the Accelerated Expiry Date, be deemed to be sent to the Warrantholders on such seventh calendar day following the Trading Period.

7. Schedule “A” and “B”

Schedule “A” set out in the Indenture shall be deleted and replaced with Schedule “A” to the First Supplemental Warrant Indenture. Schedule “B” set out in the First Indenture shall be deleted and replaced with Schedule “B” to the First Supplemental Indenture.

8. Counterparts

This First Supplemental Indenture may be executed in several counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the day and year first above written.

FLYING NICKEL MINING CORP.

Name: Andrew Yau
Title: Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY OF
CANADA,
as Warrant Agent**

Name:
Title:

Name:
Title:

Schedule "A"

SCHEDULE "A" FORM OF WARRANT

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 4:30 P.M. (VANCOUVER TIME) ON NOVEMBER 29, 2023, SUBJECT TO THE ACCELERATED EXPIRY PROVISIONS SET FORTH IN THE INDENTURE, AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY WILL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

For all Warrants include the following legend until such time as it is no longer required in accordance with applicable Canadian securities laws:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) NOVEMBER 29, 2021, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

For all CDS Global Warrants issued on a certificated basis, also include the following legend:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO FLYING NICKEL MINING CORP. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

For Warrants sold in the United States, also include the following legends:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, OR (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE CORPORATION AND THE CORPORATION'S TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THESE SECURITIES AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THESE SECURITIES AND THE UNDERLYING SECURITIES HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

WARRANTS

to acquire Common Shares of

FLYING NICKEL MINING CORP.

(incorporated pursuant to the laws of the Province of British Columbia)

Warrant Certificate No. [●]

Certificate for [●] Warrants, each entitling the holder to acquire one Common Share (subject to adjustment as provided for in the Warrant Indenture (as defined below))

THIS IS TO CERTIFY THAT, for value received, [●] (the "**Warrantholder**") is the registered holder of the number of common share purchase warrants (the "**Warrants**") of FLYING NICKEL MINING CORP. (the "**Company**") specified above, and is entitled, on exercise of the Warrants upon and subject to the terms and conditions set forth herein and in the Warrant Indenture, to purchase at any time before 4:30 p.m. (Vancouver time) (the "**Expiry Time**") on November 29, 2023 (the "**Expiry Date**"), one fully paid and non-assessable common share without par value in the capital of the Company as constituted on the date hereof (a "**Common Share**") for each Warrant subject to adjustment or acceleration in accordance with the terms of the Warrant Indenture.

The right to purchase Common Shares may only be exercised by the Warrantholder within the time set forth above by:

- (a) duly completing and executing the exercise form (the "**Exercise Form**") attached hereto; and
- (b) surrendering this warrant certificate (the "**Warrant Certificate**") with the duly completed and executed Exercise Form to the Warrant Agent (as defined herein) at the principal office of the Warrant Agent, in the city of Vancouver in the Province of British Columbia, together with a certified cheque, bank draft or money order in the lawful money of Canada payable to or to the order of the Company in an amount equal to the purchase price of the Common Shares so subscribed for.

The surrender of this Warrant Certificate together with the duly completed and executed Exercise Form and payment as provided above will be deemed to have been effected only on personal delivery thereof to, or if sent by mail or other means of transmission on actual receipt thereof by, the Warrant Agent at its principal office as set out above.

Subject to adjustment thereof in the events and in the manner set forth in the Warrant Indenture hereinafter referred to, the exercise price payable for each Common Share upon the exercise of Warrants will be \$0.20 (the "**Exercise Price**").

Certificates for the Common Shares subscribed for will be mailed to the persons specified in the Exercise Form at their respective addresses specified therein or, if so, specified in the Exercise Form, delivered to such persons at the office where this Warrant Certificate is surrendered. If fewer Common Shares are purchased than the number that can be purchased pursuant to this Warrant Certificate, the Warrantholder will be entitled to receive without charge a new Warrant Certificate in respect of the balance of the Common Shares not so purchased. No fractional Common Shares will be issued upon exercise of any Warrant.

This Warrant Certificate evidences Warrants issued or issuable under the provisions of a warrant indenture (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the "**Warrant Indenture**") dated as of November 29, 2021, between the Company and Computershare Trust Company of Canada (the "**Warrant Agent**"), to which Warrant Indenture reference is hereby made for particulars of the rights of the holders of Warrants, the Company and the Warrant Agent in respect thereof and the terms and conditions on which the Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the Warrantholder, by acceptance hereof, assents. The Company will furnish to the Warrantholder, on request and without charge, a copy of the Warrant Indenture.

The Warrant Indenture provides that if at any time following **April [xx], 2023**, if the closing price of the Common Shares on the TSX Venture Exchange exceeds for a period of 10 consecutive Trading Days (a) \$0.25 or, (b) following any adjustment to the Exercise Price pursuant to the terms hereof, at greater than 125% of the Exercise Price in effect from time to time, the Company shall accelerate the expiry date of the Warrants (the "Acceleration Right") to the 30th day following the earlier of: (a) the date on which an Acceleration Notice is sent to the holder; and (b) the date of issuance of a press release announcing the Company's exercise of the Acceleration Right (the "Accelerated Expiry Date"). Any unexercised Warrants shall automatically expire at the end of the Accelerated Expiry Date.

On presentation at the principal office of the Warrant Agent as set out above, subject to the provisions of the Warrant Indenture and on compliance with the reasonable requirements of the Warrant Agent, one or more Warrant Certificates may be exchanged for one or more Warrant Certificates entitling the holder thereof to purchase in the aggregate an equal number of Common Shares as are purchasable under the Warrant Certificate(s) so exchanged.

Neither the Warrants nor the Common Shares issuable upon exercise hereof have been or will be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or U.S. state securities laws. These Warrants may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless this security and the Common Shares issuable upon exercise of this security have been registered under the U.S. Securities Act and the applicable state securities legislation or an exemption from such registration requirements is available.

The Warrant Indenture contains provisions for the adjustment of the Exercise Price payable for each Common Share upon the exercise of Warrants and the number of Common Shares issuable upon the exercise of Warrants in the events and in the manner set forth therein.

The Warrant Indenture also contains provisions making binding on all holders of Warrants outstanding thereunder resolutions passed at meetings of holders of Warrants held in accordance with the provisions of the Warrant Indenture and instruments in writing signed by Warrantholders of Warrants entitled to purchase a specific majority of the Common Shares that can be purchased pursuant to such Warrants.

Nothing contained in this Warrant Certificate, the Warrant Indenture or elsewhere will be construed as conferring upon the Warrantholder any right or interest whatsoever as a holder of Common Shares or any other right or interest except as herein and in the Warrant Indenture expressly provided. In the event of any discrepancy between anything contained in this Warrant Certificate and the terms and conditions of the Warrant Indenture, the terms and conditions of the Warrant Indenture will govern.

Warrants may only be transferred in compliance with the conditions of the Warrant Indenture on the register to be kept by the Warrant Agent in the City of Vancouver, the Province of British Columbia, or such other registrar as the Company, with the approval of the Warrant Agent, may appoint at such other place or places, if any, as may be designated, upon surrender of this Warrant Certificate to the Warrant Agent or other registrar accompanied by a written instrument of transfer in form and execution satisfactory to the Warrant Agent or other registrar and upon compliance with the conditions prescribed in the Warrant Indenture and with such reasonable requirements as the Warrant Agent or other registrar may prescribe and upon the transfer being duly noted thereon by the Warrant Agent or other registrar. Time is of the essence hereof.

This Warrant Certificate will not be valid for any purpose until it has been countersigned by or on behalf of the Warrant Agent from time to time under the Warrant Indenture.

Any capitalized term in this Warrant Certificate that is not otherwise defined herein, will have the meaning ascribed thereto in the Warrant Indenture.

The parties hereto have declared that they have required that these presents and all other documents related hereto be in the English language. Les parties aux présentes déclarent qu'elles ont exigé que la présente convention, de même que tous les documents s'y rapportant, soient rédigés en anglais.

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be duly executed as of:

FLYING NICKEL MINING CORP.

Per: _____
Authorized Signatory

Per: _____
____ Authorized Signatory

Countersigned and authorized by:

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

Per: _____
Authorized Signatory

