NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

for the Annual General and Special Meeting

of Shareholders of

York Harbour Metals Inc.

to be held on July 26, 2023

Unless otherwise stated, the information herein is given as of June 21, 2023

Information has been incorporated by reference in this document from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from York Harbour Metals Inc.. (the "Company") at 1518 – 800 West Pender Street, Vancouver, BC V6C 2V6, Telephone: (778) 302-2257, and are also available electronically under the Company's profile at www.SEDAR.com.

June 21, 2023

Dear Shareholders:

You are cordially invited to attend the annual general and special meeting of shareholders of York Harbour Metals Inc. (the "**Company**") to be held at 11:00 A.M. (Vancouver time) on July 26, 2023 at 700 – 595 Burrard Street, Vancouver, British Columbia.

At the meeting, among other items of business including the annual election of directors, shareholders will be asked to consider and vote on a special resolution to approve a spin-out of 100% of the shares of Phoenix Gold Resources (Holdings) Ltd. ("**Spinco**"), a wholly-owned subsidiary of the Company which holds the Company's exploration properties in Nevada (collectively, the "**Phoenix Gold Properties**") through a subsidiary of Spinco, Phoenix Gold Resources (USA) Inc., a Nevada corporation, to the shareholders of the Company by way of a share capital reorganization effected through a statutory plan of arrangement (the "**Plan of Arrangement**"). The Plan of Arrangement involves, among other things, the distribution of common shares of Spinco to current shareholders of the Company on the basis of 0.2 of a Spinco common share per outstanding common share of the Company. Once the Plan of Arrangement has been completed, shareholders of the Company will own shares in two companies: Spinco, which will focus on the development of the Phoenix Gold Properties, and the Company, which will continue with the exploration and development of its properties in Newfoundland and Labrador, Canada (the "**York Harbour Property**") including the Bottom Brook Property.

The Company believes the spin-out will be beneficial to the Company's shareholders. Separating the Phoenix Gold Properties into a separate company will allow the capital markets to ascribe value to the assets independently from the York Harbour Property. Management of the Company will also be able to focus their efforts on the development of its York Harbour Property. Following the completion of the Plan of Arrangement, shareholders of the Company will hold shares in two companies and should receive additional value by having the Phoenix Gold Properties and York Harbour Property valued independently.

The board of directors of the Company has determined that the Plan of Arrangement is fair and is in the best interests of the Company and its Shareholders and unanimously recommends that shareholders vote in favour of the special resolution approving the Plan of Arrangement.

The accompanying notice of meeting and management information circular provides a full description of the Plan of Arrangement and includes certain additional information to assist you in considering how to vote in respect of the Plan of Arrangement. You are encouraged to carefully consider all of the information in the accompanying management information circular, including the documents incorporated by reference therein. If you require assistance, you should contact your financial, legal, tax or other professional adviser.

Your vote is important regardless of the number of shares of the Company that you own. If you are a registered holder of shares of the Company, we encourage you to complete, sign, date and return the enclosed form of proxy by no later than 11:00 A.M. (Vancouver time) on Monday, July 24, 2023, to ensure that your shares are voted at the meeting in accordance with your instructions, whether or not you are able to attend in person. If you hold your shares through a broker or other intermediary, you should follow the instructions provided by them to vote your shares.

Assuming that all conditions to completion of the Plan of Arrangement are satisfied, it is anticipated that the Plan of Arrangement will become effective on or about September 1, 2023.

On behalf of the Company, we thank all shareholders for their ongoing support.

Yours very truly,

"***Andrew Lee***"

Andrew Lee
Managing Director

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To the Shareholders of York Harbour Metals Inc.:

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the "**Meeting**") of the holders (the "**Company Shareholders**") of common shares ("**Company Shares**") of York Harbour Metals Inc. (the "**Company**") will be held at 700 – 595 Burrard Street, Vancouver, British Columbia on **July 26, 2023** at **11:00 A.M**. (Vancouver Time) for the following purposes:

1. to receive the audited financial statements of the Company for the fiscal years ended January 31, 2023, and 2022, together with the report of the auditors thereon;

2. to determine the number of directors at six;

3. to elect the directors of the Company for the ensuing year;

4. to re-appoint the auditor of the Company for the ensuing fiscal year and to authorize the directors of the Company to fix the auditor's remuneration;

5. to consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution, as set out in the accompanying management information circular (the "**Information Circular**"), to ratify, confirm and approve the Company's stock option plan;

6. to consider, and if thought fit, to pass, with or without variation, an ordinary resolution, as set out in the Information Circular, to ratify, confirm and approve the Company's restricted share unit plan;

8. to consider and, if deemed advisable, to approve, with or without variation, a special resolution of the Company Shareholders (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Plan of Arrangement**") pursuant to Section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") between the Company and Phoenix Gold Resources (Holdings) Ltd.. ("**Spinco**"), as more fully described in the Information Circular; and

12. to transact such further or other business as may properly come before the Meeting and any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that registered Company Shareholders have a right of dissent in respect of the proposed Plan of Arrangement and to be paid the fair value of their Company Shares in accordance with the provisions of the Plan of Arrangement governing the Arrangement and sections 237 to 247 of the BCBCA. The dissent rights are described in the accompanying Information Circular (and specifically Schedule "E"). Failure to strictly comply with required procedure may result in the loss of any right of dissent.

Only Company Shareholders of record at the close of business on June 15, 2023 will be entitled to receive notice of and vote at the Meeting. Any adjournment of the Meeting will be held at a time and place to be specified at the Meeting. If you are unable to attend the Meeting in person, please complete, sign and date the enclosed form of proxy and return the same in the enclosed return envelope provided for that purpose within the time and to the location set out in the form of proxy accompanying this notice.

It is desirable that as many Company Shares as possible be represented at the Meeting. Whether or not you expect to attend the Meeting, please exercise your right to vote. Please complete the enclosed instrument of proxy and return it as soon as possible in the envelope provided for that purpose. To be valid, all instruments of proxy must be deposited at the office of the Registrar and Transfer Agent of the Company, Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment(s) or postponement(s) thereof. Late instruments of proxy may be accepted or rejected by the Chairman of the Meeting in his discretion and the Chairman is under no obligation to accept or reject any particular late instruments of proxy.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice.

This notice is accompanied by the Information Circular and either a form of proxy for Registered Holders or a voting instruction form for beneficial Company Shareholders.

TABLE OF CONTENTS

Capitalized terms used in this Notice of Meeting are defined in the Glossary of Terms or elsewhere in the Information Circular.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Information Circular contains "forward-looking statements" or "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information is provided as of the date of this Information Circular or, in the case of documents incorporated by reference herein, as of the date of such documents and neither the Company nor Spinco intend to, nor do they assume any obligation, to update this forward-looking information, except as required by law. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved".

Forward-looking information is based on reasonable assumptions that have been made by the Company as at the date of such information and is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of the Company to be materially different from those expressed or implied by such forward-looking information, including but not limited to: the risk of the Company not obtaining court, shareholder or stock exchange approvals to proceed with the Arrangement; the risk of unexpected tax consequences to the Arrangement; the risk of unanticipated material expenditures required by the Company prior to completion of the Arrangement; risks of the market valuing the Company and/or Spinco in a manner not anticipated by the Company; risks relating to the benefits of the Arrangement not being realized or as anticipated; risks associated with mineral exploration and development; metal and mineral prices; availability of capital, including the ability of Spinco to complete a financing with sufficient proceeds to operate its business and to satisfy the listing requirements of a stock exchange; accuracy of the Company's projections and estimates; interest and exchange rates; competition; stock price fluctuations; availability of drilling equipment and access; actual results of activities; government regulation; political or economic developments; environmental risks; insurance risks; capital expenditures; operating or technical difficulties in connection with development activities; personnel relations; the speculative nature of base and precious metal exploration and development; contests over title to properties; changes and volatility in project parameters as plans continue to be refined; the inherent uncertainties regarding cost estimates, changes in commodity prices, financing, unanticipated resource grades, infrastructure, results of exploration activities, cost overruns, availability of materials and equipment, timeliness of government approvals, taxation, political risk and related economic risk and unanticipated environmental impact on operations; global financial conditions; the market price of the Company's securities; ability to access capital; changes in interest rates; liabilities and risks inherent in exploration and development operations; uncertainties associated with estimating mineral resources and production; uncertainty as to reclamation and decommissioning liabilities; failure to obtain industry partner and other third party consents and approvals when required; delays in obtaining permits and licenses for development properties; competition for, among other things, capital, undeveloped lands and skilled personnel; incorrect assessments of the value of acquisitions or dispositions; property title risk; geological, technical and processing problems; the ability of the Company to meet its obligations to its creditors; actions taken by regulatory authorities with respect to mining activities; the potential influence of or reliance upon the Company's business partners, and the adequacy of insurance coverage; as well as those factors discussed in the sections found in Schedule "F" and titled: "*Information Concerning York Harbour Metals Inc. Post- Arrangement – Risk Factors*" and found in Schedule "G" and titled: "*Information Concerning Spinco Post-Arrangement – Risk Factors*" herein. Other documents incorporated by reference in the Information Circular, such as the audited financial statements of the Company as at, and for the financial years ended, January 31, 2023 and 2022 (together with the auditor's report thereon and the notes thereto) and related management's discussion and analysis for the financial years ended January 31, 2023 and 2022, each include forward-looking information with respect to, among other things, the Company's corporate development and strategy. Forward-looking information is based on certain assumptions that the Company and Spinco believe are reasonable, including that the required shareholder, court and regulatory and stock exchange approvals for the transactions described in this Information Circular will be obtained; that the transactions described in this Information Circular will be completed as disclosed herein; that the current directors and officers of the Company and Spinco will continue in their respective capacities as directors and officers of the Company and Spinco, as applicable; that sufficient working capital will be available for both the Company and Spinco; that the Spinco Shares will be listed on a stock exchange; and that shareholdings of certain Company Shareholders will not change prior to the closing of the transactions described herein; the current

price of and demand for commodities will be sustained or will improve, the supply of commodities will remain stable, that the general business and economic conditions will not change in a material adverse manner, that financing will be available if and when needed on reasonable terms and that the Company will not experience any material labour dispute, accident, or failure of plant or equipment and such other assumptions and factors as set out herein.

Although the Company has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward looking information. The Company does not undertake to update any forward-looking information contained herein or that is incorporated by reference herein, except in accordance with applicable securities laws.

DATE OF INFORMATION

Information contained in this Information Circular is as at June 21, 2023, unless otherwise indicated.

REPORTING CURRENCIES AND ACCOUNTING PRINCIPLES

The historical financial statements of the Company and Spinco contained in this Information Circular are reported in Canadian dollars and have been prepared in accordance with IFRS. All references to dollar amounts in this Information Circular are to Canadian dollars unless stated otherwise or the context otherwise requires.

CURRENCY

Unless otherwise indicated herein, references to "$", "Cdn$" "Canadian dollars" are to Canadian dollars, and references to "US$" or "U.S. dollars" are to United States dollars.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Information Circular from documents filed by the Company with the securities commissions or similar authorities in British Columbia, Alberta and Ontario. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of the Company at 1518 – 800 West Pender Street, Vancouver, BC V6C 2V6 (Telephone (778) 302-2257). These documents are also available under the Company's profile on the SEDAR website at www.SEDAR.com.

The following documents are specifically incorporated by reference into, and form an integral part of, this Information Circular:

1. the audited consolidated financial statements of the Company for the financial years ended January 31, 2023 and 2022, together with the auditor's report thereon and the notes thereto;

2. the management's discussion and analysis of the Company for the financial years ended January 31, 2023 and 2022;

3. the Phoenix Gold Technical Report and York Harbour Technical Report; and

4. the Arrangement Agreement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Information Circular to the extent that a statement contained in this Information Circular or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies, replaces or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Circular. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed an admission for any purpose that the modified or superseded statement, when made,

constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

NOTE TO UNITED STATES SHAREHOLDERS

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

The Spinco Shares and New Company Shares to be issued to Company Shareholders in exchange for Company Shares under the Plan of Arrangement have not been and will not be registered under the U.S. Securities Act or any state securities laws, and are being issued and exchanged in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act (the "**U.S. Securities Act**") on the basis of the Final Order of the Court, and similar exemptions from registration under applicable state securities laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on June 15, 2023 and, subject to the approval of the Arrangement by the Company Shareholders, a hearing of the application for the Final Order will be held on or about August 1, 2023 at 9:45 a.m. (Pacific Time) at the Courthouse, at 800 Smithe Street, Vancouver, British Columbia, Canada. All Shareholders are entitled to appear and be heard at this hearing. The Final Order, if granted, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act, pursuant to Section 3(a)(10) there, with respect to the issuance of the Spinco Shares and New Company Shares to be issued to Compay Shareholders in exchange for their Company Shares pursuant to the Arrangement. Therefore, the Court has been informed that if the Final Order is granted, the parties intend to use the Final Order as the basis for such exemption. See "U.S. Securities Laws" and "Approval of the Arrangement - Court Approval of the Arrangement" in this Information Circular.

The solicitation of proxies hereby is not subject to the proxy requirements of section 14(a) of the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**"). Furthermore, this Information Circular has been prepared in accordance with the applicable disclosure requirements in Canada, and the solicitations and transactions contemplated in this Information Circular are made in the United States for securities of a Canadian issuer in accordance with applicable Canadian corporate and securities laws. U.S. Shareholders should be aware that such requirements are different than those of the United States applicable to domestic United States issuers.

Likewise, information concerning the properties and operations of the Company and Spinco has been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies subject to SEC reporting and disclosure obligations. In particular, disclosure of scientific or technical information regarding mineral prospects in this Information Circular has been made in accordance with NI 43-101. NI 43-101 is a rule developed by the Canadian Securities Administrators that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. The disclosure standards under NI 43-101 differ from the disclosure standards that apply to reports filed with the United States Securities and Exchange Commission (the "**SEC**"), including the standards set forth in Subpart 1300 of Regulation S-K for resource companies. As such, certain information contained in this Information Circular concerning descriptions of mineralization and resources under Canadian standards is not comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements of the SEC. Investors are cautioned not to assume that the information contained in this Information Circular are comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements of the SEC.

The financial statements and information included or incorporated by reference herein have been prepared in accordance with IFRS as issued by the International Accounting Standards Board ("**IASB**"), and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies prepared in accordance with United States generally accepted accounting principles and United States auditing and auditor independence standards.

U.S. Shareholders should be aware that the issue and exchange of the securities described herein may have tax consequences both in the United States and in the Canada. Such consequences for investors who are resident in, or citizens of, the United States may not be described fully herein.

Each Shareholder subject to United States federal taxation should consult its own tax adviser regarding the proper treatment of the Arrangement and the ownership and disposition of securities of the Company or Spinco for United States federal income tax purposes.

The enforcement by investors of civil liabilities under the United States federal or state securities laws may be affected adversely by the fact that the Company and Spinco are incorporated or organized outside the United States, that most of their officers and directors and the experts named herein may be residents of a country other than the United States, and that all or a substantial portion of the assets of the Company, Spinco and said persons are and will be located outside the United States. As a result, it may be difficult or impossible for U.S. Shareholders to effect service of process within the United States upon the Company or Spinco, their respective directors or officers, or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, U.S. Shareholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States

The Spinco Shares and New Company Shares to be issued to Company Shareholders in exchange for their Company Shares pursuant to the Arrangement will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Spinco or the Company, respectively, after the Effective Date, or were "affiliates" of Spinco or the Company, respectively, within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such Spinco Shares or New Company Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. See "*U.S. Securities Laws*".

SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information and financial data and statements contained elsewhere in the Information Circular, including the schedules hereto. This Summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. The information contained herein is as of June 21, 2023 unless otherwise indicated.

Capitalized terms used in this Summary are defined in the Glossary of Terms.

The Meeting

Time, Date and Place of Meeting

The Meeting of the Company Shareholders will be held on July 26, 2023 at 11:00 A.M. (Vancouver time) at 700 – 595 Burrard Street, Vancouver, British Columbia.

The Record Date

The Record Date for determining the Registered Holders (as herein defined) entitled to receive notice of and to vote at the Meeting is June 15, 2023.

Purpose of the Meeting

This Information Circular is furnished in connection with the solicitation of proxies by management of the Company for use at the Meeting which will be held for the following purposes:

Election of Directors

The Company Shareholders will be asked to elect the directors of the Company. See "*Particulars of Matters to be Acted Upon – Election of Directors*" in this Information Circular.

Appointment of the Auditor

The Company Shareholders will be asked to appoint the auditor of the Company and to authorize the directors of the Company to fix the remuneration of the auditor. See "*Particulars of Matters to be Acted Upon – Appointment of Auditor*" in this Information Circular.

Company Stock Option Plan

The Company Shareholders will be asked to approve, by ordinary resolution, the continuing use of the Company Stock Option Plan (as defined herein) pursuant to applicable TSXV policies. See "*Particulars of Matters to be Acted Upon – Approval of Company Stock Option Plan*" in this Information Circular.

Company RSU Plan

The Company Shareholders will be asked to approve, by ordinary resolution, the continuing use of the Company Share Unit Plan (as defined herein) pursuant to applicable TSXV policies. See "*Particulars of Matters to be Acted Upon – Approval of Company Share Unit Plan*" in this Information Circular.

The Arrangement

The Company Shareholders will be asked to approve, by Special Resolution, the Arrangement involving the Company, the Company Shareholders and Spinco, a wholly-owned subsidiary of the Company. Under the Arrangement, the Company will distribute 100% of the shares of its wholly-owned subsidiary, Spinco which will hold an interest in the Phoenix Gold Properties, to the Company Shareholders. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement*" in this Information Circular.

Summary of the Arrangement

The Arrangement will be completed by way of plan of arrangement pursuant to Section 288 of the BCBCA involving the Company, the Company Shareholders and Spinco. The disclosure of the principal features of the Arrangement, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available on SEDAR under the Company's profile at www.SEDAR.com and is incorporated by reference herein.

Reasons for the Arrangement

The Company believes that the Arrangement is in the best interests of the Company for numerous reasons, including:

- At the moment, the capital markets value the Phoenix Gold Properties together with all of the Company's other properties. By completing the Arrangement, the markets will value the Phoenix Gold Properties separately and independently of the Company's other properties, which should create additional value for Company Shareholders;

- Separating the Phoenix Gold Properties from the Company's other properties is expected to accelerate the development of the Phoenix Gold Properties;

- Company Shareholders will benefit by holding shares in two separate public companies;
- Separating the Company and Spinco will expand Spinco's potential shareholder base and access to development capital by allowing investors that want specific ownership in a company with Canadian Assets to invest directly in Spinco rather than through the Company; and
- The Phoenix Gold Properties is not required for the Company's primary business focus which will remain the acquisition, exploration, development and operation of its York Harbour Property.

In the course of its deliberations, the Company Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out under "*Approval of the Arrangement – Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Company Board in their consideration of the Plan of Arrangement. The Company Board collectively reached its unanimous decision with respect to the Plan of Arrangement in light of the factors described above and other factors that each member of the Company Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Company Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Company Board may have given different weight to different factors.

For further information on the reasons for the Arrangement, see "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Recommendation of the Directors*" in this Information Circular.

Principal Steps of the Arrangement

Immediately prior to the Effective Date, Spinco shall subdivide or consolidate the outstanding Spinco Shares into a number of Spinco Shares equal to 0.2 the number of outstanding Company Shares. All of the issued common shares of Spinco (defined as the "**Spinco Shares**") will be exchanged for Company Class A Shares pursuant to the Plan of Arrangement. The following is a summary of the principal steps of the Arrangement:

(i) the existing Company Shares will be redesignated as Company Class A Shares;

(ii) Company will create a new class of common shares known as the New Company Shares;

(iii) each Company Class A Share will be exchanged for one New Company Share and 0.2 of a Spinco Share; and

(iv) the Company Class A Shares will be cancelled.

As a result of the Arrangement, Company Shareholders will own 100% of the Spinco Shares. Spinco will hold an interest in the Phoenix Gold Properties and will focus on the further exploration and development of those properties. The Arrangement is subject to a number of conditions including TSXV acceptance, approval by the Company Shareholders, and Court approval.

Pursuant to Section 288 of the BCBCA and in accordance with the terms of the Arrangement Agreement, the Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Company Shareholders.

The Company Board may, in its absolute discretion, determine whether or not to proceed with the Arrangement without further approval, ratification or confirmation by the Company Shareholders.

The foregoing is a summary only. For further details see "*Particulars of Matters to be Acted Upon – Approval of the Arrangement*" in this Information Circular.

Effect of the Arrangement

As a result of the Arrangement, Company Shareholders will no longer hold their Company Shares and instead, will receive one New Company Share and 0.2 of a Spinco Share for every one Company Share held at the Effective Time, and as a result, will hold shares in two public companies. Spinco will be a reporting issuer in the provinces of British Columbia, Alberta and Ontario.

Recommendation of the Directors

After careful consideration, the Company Board, after receiving legal and financial advice, has unanimously determined that the Arrangement is in the best interests of the Company and is fair to the Company Shareholders. Accordingly, the Company Board unanimously recommends that Company Shareholders vote FOR the Arrangement Resolution.

Each director and officer of Company who owns Company Shares has indicated his or her intention to vote his or her Company Shares in favour of the Arrangement Resolution. See "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Recommendation of the Directors*" in this Information Circular.

Directors and Officers of Spinco

The Spinco Board will be comprised of Andrew Lee, Roger Baer, and J. Douglas Blanchflower. Executive management of Spinco will consist of Andrew Lee, Chief Executive Office and President; and Sean Choi, Chief Financial Officer. Since Company's focus will primarily be its York Harbour Property and Spinco's focus will be on the Phoenix Gold Properties, any common directors on the Spinco Board and the Company Board are not expected to be subject to any conflicts of interest. See "*Schedule "G" – Information Concerning Spinco Post-Arrangement – Directors and Officers*" in this Information Circular.

The Companies

The Company, a company existing under the BCBCA, is listed on the TSXV and is a mining exploration project generator and possesses several mineral exploration projects in the United States and Canada.

Spinco is a wholly-owned subsidiary of the Company existing under the BCBCA. Spinco holds an interest in the Phoenix Gold Properties through its wholly-owned Nevada subsidiary, Phoenix Gold Resources (USA) Inc. For further information, see "*Phoenix Gold Properties*" below.

See Schedule "F", section titled: "*Information Concerning York Harbour Metals Inc. Post-Arrangement*" and Schedule "G" section titled: "*Information Concerning Spinco Post-Arrangement*" attached to this Information Circular for disclosure about each of the Company and Spinco, on a current and post-Arrangement basis.

Pro forma Business Objectives

Upon completion of the Arrangement, the Company will continue to hold the York Harbour Property. Upon completion of the Arrangement, Spinco will continue to hold an interest in the Phoenix Gold Properties and intends to concentrate its activities on the exploration and development of those properties.

Conditions to the Arrangement

The Arrangement is subject to a number of conditions, certain of which may only be waived in accordance with the Arrangement Agreement, including receipt by the Company and Spinco of all required approvals, including approval by: not less than two-thirds of the votes cast at the Meeting in person or by proxy by Company Shareholders; approval of the TSXV of the Arrangement, including the listing of the New Company Shares in substitution for the Company Class A Shares; and approval of the Arrangement by the Court (as herein defined). See *"Particulars of Matters To Be Acted Upon – Approval of the Arrangement – Conduct of Meeting and Other Approvals"* and *"Arrangement Agreement – Conditions to the Arrangement Becoming Effective"* in this Information Circular.

Conduct of Meeting and Other Approvals

Shareholder Approval of the Arrangement

The Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by the Company Shareholders.

Court Approval of the Arrangement

Under the BCBCA, the Company is required to obtain the approval of the Court to the calling and holding of the Meeting and to the Arrangement. On June 15, 2023, prior to mailing the material in respect of the Meeting, the Company obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order and the Notice of Hearing for Final Order are appended as Schedules "C" and "D", respectively, to this Information Circular. As set out in the Notice of Hearing for Final Order, the Court hearing in respect of the Final Order is scheduled to take place at 9:45 A.M. (Vancouver time) on August 1, 2023, following the Meeting or as soon thereafter as the Court may direct or counsel for the Company may be heard, at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, subject to the approval of the Arrangement Resolution at the Meeting. **Shareholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements**.

At the Court hearing, any Shareholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the BCBCA, the Court will consider, among other things, the procedural and substantive fairness and reasonableness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct. The Court's approval is required for the Arrangement to become effective. In addition, it is a condition of the Arrangement that the Court will have determined, prior to approving the Final Order, that the terms and conditions of the issuance of securities comprising the Arrangement are procedurally and substantively fair to the Shareholders.

Under the terms of the Interim Order, each Shareholder will receive proper notice that they will have the right to appear and make representations at the application for the Final Order. Any person desiring to appear at the hearing to be held by the Court to approve the Arrangement pursuant to the Notice of Hearing for Final Order is required to file with the Court and serve upon the Company, at the address set out below, prior to 4:00 P.M. (Vancouver time) on July 27, 2023, the Response to Petition, including their address for service, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered to:

1000 – 595 Burrard Street
Vancouver, BC
V7X 1S8

Attention: Sean O'Neill

The Court has been informed that it is the parties' intention that the Final Order, if granted, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the Spinco Shares and New Company Shares to be issued to Compay Shareholders in exchange for their Company Shares pursuant to the Arrangement.

Regulatory Approvals

If the Arrangement Resolution is approved by the requisite two-thirds of the Company Shareholders voting together as a single class, final regulatory approval must be obtained for all the transactions contemplated by the Arrangement before the Arrangement may proceed.

The Company Shares are currently listed and posted for trading on the TSXV. The Company is a reporting issuer in British Columbia, Alberta and Ontario. Approval from the TSXV is required for the completion of the Arrangement, including listing of the New Company Shares in substitution for the Company Shares, conditional acceptance having been obtained on June 13, 2023. Upon completion of the Arrangement, it is expected that Spinco will be a reporting issuer in British Columbia, Alberta and Ontario. Should the Plan of Arrangement receive the requisite Company Shareholder approval, Spinco intends to complete an equity financing and seek a listing of the Spinco Shares on a Canadian stock exchange. There can be no assurances that Spinco will be able to complete a financing or attain a listing on any stock exchange.

Company Shareholders should be aware that certain of the foregoing approvals, including a listing on a Canadian stock exchange or a determination that Spinco will be a reporting issuer in the specified jurisdictions, have not yet been received from the regulatory authorities referred to above. There is no assurance that such approvals will be obtained.

See *"Particulars of Matters To Be Acted Upon – Approval of the Arrangement – Conduct of Meeting and Other Approvals"* in this Information Circular. There is no assurance that Spinco and the Company will receive the required approvals.

Dissent Rights to the Arrangement

Registered Holders have the right to dissent to the Arrangement. Dissenting Shareholders who strictly comply with Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Final Order and the Plan of Arrangement, are entitled to be paid the fair value of their Company Shares by the Company if the Plan of Arrangement becomes effective. See the Interim Order appended as Schedule "C" to this Information Circular. In addition, the Dissent Rights applicable to the Arrangement are summarized under the heading *"Rights of Dissenting Company Shareholders"* and the provisions of the BCBCA with regard to the Dissent Rights are set out in Schedule "E" to this Information Circular. A Registered Holder is not entitled to dissent with respect to such holder's shares if such holder votes any of those shares in favour of the Arrangement Resolution.

Dissenting Shareholders should note that the exercise of dissent rights can be a complex, time-sensitive and expensive procedure. Dissenting Shareholders should consult their legal advisors with respect to the legal rights available to them in relation to the Arrangement and the dissent rights.

Procedure for Receipt of New Company Shares and Spinco Shares

Company Shareholders on the Share Distribution Record Date will be entitled to receive New Company Shares and Spinco Shares pursuant to the Arrangement. The Transfer Agent will distribute Direct Registration System ("**DRS**") statements for the appropriate number of New Company Shares and Spinco Shares to Company Shareholders to which they are entitled under the Arrangement.

Company Selected Financial Information

The following table sets out selected financial information in respect of the Company for the dates or periods indicated and should be considered in conjunction with the more complete information contained in the financial statements of the Company for the fiscal years ended January 31, 2023 and 2022 incorporated by reference in this Information Circular and filed on SEDAR at www.SEDAR.com.

	January 31, 2023 ($)	**January 31, 2022 ($)**
Cash and cash equivalents	4,512,513	2,467,439
Mineral Rights	12,639,876	3,282,625
Total Assets	18,898,148	6,801,613
Current Liabilities	506,497	816,233
Shareholders' equity	18,391,651	5,985,380

	January 31, 2023 ($)	**January 31, 2022 ($)**
Loss before certain items	4,502,088	2,320,860
Interest expense (income)	(101,365)	(547)
Impairment of other receivables	174,595	247,917

Net Loss and Comprehensive Loss	4,575,318	2,568,230
Basic and diluted loss per share	0.08	0.06

Company Selected Pro Forma Financial Information

The following table sets out selected pro forma financial information in respect of the Company as at January 31, 2023, as if the Arrangement had been completed as of January 31, 2023 and should be considered in conjunction with the more complete information contained in the pro forma balance sheet of the Company appended as Schedule "I" to this Information Circular.

	January 31, 2023 ($)
Cash and cash equivalents	$4,512,513
Mineral Rights	$12,639,875
Total Assets	$18,889,549
Current Liabilities	$161,388
Shareholders' equity	$18,728,161

Spinco Selected Financial Information

The following table sets out selected financial information in respect of Spinco for the dates or periods indicated and should be considered in conjunction with the more complete information contained in the carve-out financial statements of Spinco for the fiscal years ended January 31, 2023 and 2022, appended as Schedule "H" to this Information Circular.

	January 31, 2023 ($)	**January 31, 2022 ($)**
Current Assets	$8,598	$8,598
Mineral Rights	$1	$1
Total Assets	$8,599	$8,599
Current Liabilities	$345,109	$104,128
Shareholders' equity	($336,510)	($95,529)

Certain Canadian Federal Income Tax Considerations

Shareholders should consult their own tax advisors about the applicable Canadian federal, provincial, and local tax consequences of the Arrangement. A summary of the principal Canadian federal income tax considerations of the Arrangement is included under "*Certain Canadian Federal Income Tax Considerations*" in this Information Circular.

Certain United States Federal Income Tax Considerations

Shareholders should consult their own tax advisors about the applicable United States federal, state and local tax consequences of the Arrangement. A summary of certain United States federal income tax considerations of the Arrangement to certain Company Shareholders is included under "*Certain United States Federal Income Tax Considerations*" in this Information Circular.

Securities Laws Information for Shareholders

The following disclosure is provided as general information only. Each Company Shareholder should consult his, her or its own professional advisors to determine the conditions and restrictions applicable to trades in the New Company Shares and Spinco Shares.

The issuance and distribution of the New Company Shares and the Spinco Shares pursuant to the Arrangement will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The New Company Shares and the Spinco Shares issued pursuant to the Arrangement may be resold in each of the provinces and territories of Canada, provided the holder is not a 'control person' as defined in the applicable legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

Each Company Shareholder is urged to consult its own professional advisors to determine the conditions and restrictions applicable to trades in such securities.

See *"Securities Law Considerations – Canadian Securities Laws and Resale of Securities"* in this Information Circular.

See *"Securities Law Considerations – U.S. Securities Laws"* for a summary of U.S. securities laws applicable to the Arrangement.

Risk Factors

The securities of the Company and Spinco should be considered highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. Company Shareholders should carefully consider all of the information disclosed in this Information Circular prior to voting on the matters being put before them at the Meeting.

There are risks associated with the Arrangement that should be considered by the Company Shareholders, including but not limited to: (i) market reaction to the Arrangement and the future trading prices of the Company Shares and of the Spinco Shares, if listed, cannot be predicted; (ii) the transactions may give rise to significant adverse tax consequences to Company Shareholders and each Company Shareholder is urged to consult his, her or its own tax advisor; (iii) uncertainty as to whether the Arrangement will have a positive impact on the entities involved in the transactions; and (iv) there is no assurance that required regulatory, stock exchange or court approvals will be received or that the Spinco Shares will be listed or quoted on any stock exchange.

There are risks associated with the businesses of the Company and Spinco that should be considered by the Company Shareholders, including but not limited to: (i) the need for additional capital by the Company and Spinco, through financings and the risk that such funds may not be raised or that funds raised may not raise sufficient proceeds to fund Spinco's operations or enable it to obtain a listing on stock exchange; (ii) the speculative nature of exploration and the stages of the properties or assets of the Company and Spinco; (iii) the effect of changes in commodity prices; (iv) regulatory risks that development will not be acceptable for social, environmental or other reasons; (v) reliance on management; (vi) the potential for conflicts of interest; and (vii) other risks associated with either the Company or Spinco as described in greater detail elsewhere in this Information Circular.

Company Shareholders should review carefully the risk factors set forth under "*Particulars of Matters to be Acted Upon – Approval of the Arrangement – Arrangement Risk Factors*"; Schedule "F" in the section titled: "*Information Concerning York Harbour Metals Inc. Post-Arrangement – Risk Factors*"; and "Schedule "G" in the section titled: "*Information Concerning Spinco Post-Arrangement – Risk Factors*".

GLOSSARY OF TERMS

In this Information Circular, the following capitalized words and terms shall have the following meanings:

ACB	Adjusted cost base, as defined in the Tax Act.

Arrangement	The arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and the Plan of Arrangement.
Arrangement Agreement	The arrangement agreement dated as of June 12, 2023 between the Company and Spinco, as may be supplemented or amended from time to time.
Arrangement Provisions	Part 9, Division 5 of the BCBCA.
Arrangement Resolution	The special resolution of the Company Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA, in the form attached as Schedule "A" hereto.
Audit Committee	The audit committee of the Company.
BCBCA	The Business Corporations Act, S.B.C. 2002, c. 57, as amended.
Business Day	A day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.
Carve-Out Financial Statements	Carve-out financial statements of Spinco for the years ended January 31, 2023 and 2022.
Company	York Harbour Metals Inc., a company incorporated pursuant to the laws of British Columbia.
Company Board	The duly appointed board of directors of the Company.
Company Class A Shares	The renamed and re-designated Company Shares as described in the Plan of Arrangement.
Company Optionholders	The holders of Company Options on the Effective Date.
Company Options	Options to acquire Company Shares.
Company RSU Plan	The restricted share unit plan of the Company.
Company RSUs	The restricted share units of the Company.
Company Shareholder	A holder of Company Shares.
Company Shares	The common shares without par value which the Company is authorized to issue as the same are constituted on the date hereof.
Company Stock Option Plan	The stock option plan of the Company, as amended from time to time.
Company Warrants	The share purchase warrants of the Company exercisable to acquire Company Shares.
Court	The Supreme Court of British Columbia.
CRA	Canada Revenue Agency, the federal agency that administers tax laws for the Government of Canada.
Dissent Rights	The rights of dissent granted in favour of registered holders of Company Shares in accordance with Article 5 of the Plan of Arrangement.

Dissenting Share	Has the meaning given in the Plan of Arrangement.
Dissenting Shareholder	A registered holder of Company Shares who dissents in respect of the Arrangement in strict compliance with the dissent procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.
Effective Date	Shall be the date of the closing of the Arrangement.
Effective Time	12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as agreed to in writing by the Company and Spinco.
Final Order	The final order of the Court approving the Arrangement.
IFRS	International Financial Reporting Standards as adopted by the International Accounting Standards Board or a successor entity, as amended from time to time.
Information Circular	This management information circular of the Company, including all schedules thereto, to be sent to the Company Shareholders in connection with the Meeting, together with any amendments or supplements thereto.
Interim Order	The interim order of the Court providing advice and directions in connection with the Meeting and the Arrangement.
Intermediary	Banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans, among others, that the Non- Registered Holder deals with in respect of their Company Shares.
Management	Management of the Company.
Meeting	The annual general and special meeting of the Company Shareholders scheduled to be held at 11:00 A.M. (Vancouver time) on July 26, 2023 and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and any other matters set out in the Notice of Meeting.
Meeting Materials	The Notice of Meeting, the Information Circular, and the form of proxy together with any other materials required to be sent to shareholders in respect of the Meeting.
New Company Shares	A new class of voting common shares without par value which the Company will create and issue as described in the Plan of Arrangement and for which the Company Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Company Shares
NI 43-101	National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.
NI 54-101	National Instrument 54-101 – *Communication with Beneficial Owners of Securities of Reporting Issuers*.
NOBOs	Non-Objecting Beneficial Owners are beneficial owners who do not object to their name being made known to the issuers of securities which they own.

Non-Registered Holders	Company Shareholders, being NOBOs and OBOs, whose shares are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.
Notice of Meeting	The notice of the Meeting to be sent to the Company Shareholders, which notice will accompany the Information Circular.
OBOs	Beneficial owners of the Company Shares who object to their name being made known to the issuers of securities which they own.
Person or person	Is and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof.
Phoenix Gold Properties	comprised of the Eldorado Property and the Plumas Property owned, leased, or under option by Spinco, through Phoenix Gold USA.
Phoenix Gold Technical Report	The NI 43-101 technical report dated effective September 15, 2020, prepared by C2 Mining International Corp., titled "NI 43-101 Technical Report on the Phoenix Gold Properties Lander Country [*sic*], Nevada, USA"
Phoenix Gold USA	Phoenix Gold Resources (USA) Inc., a Nevada corporation, which is wholly-owned by Spinco and which owns and holds an option to the Phoenix Gold Properties
Plan of Arrangement	The plan of arrangement attached as Exhibit I to the Arrangement Agreement, as the same may be amended from time to time.
Record Date	June 15, 2023, being the date determined by the Company Board for the determination of which the Company Shareholders are entitled to receive notice of and vote at the Meeting
Registered Holder	A holder of record of Company Shares
Regulation S	Regulation S promulgated under the U.S. Securities Act.
Response to Petition	The response to petition filed with the Court and served upon the Company if any Company Shareholder desires to appear at the hearing to be held by the Court to approve the Arrangement as detailed in the Notice of Hearing for Final Order.
SEC	United States Securities and Exchange Commission.
Securities Legislation	The securities legislation of the provinces and territories of Canada, the U.S. Exchange Act and the U.S. Securities Act, each as now enacted or as amended, and the applicable rules, regulations, rulings, orders, instruments and forms made or promulgated under such statutes, as well as the rules, regulations, by-laws and policies of the TSXV.
SEDAR	System for Electronic Document Analysis and Retrieval at www.SEDAR.com.
Share Distribution Record Date	The close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Company Shareholders entitled to receive New Company Shares and Spinco Shares pursuant to the Plan of Arrangement or such other date as the Board of Directors may select.
Share Exchange	The exchange of Company Shares for New Company Shares and Spinco Shares pursuant to the Plan of Arrangement.
Special Resolution	A resolution required to be approved under the BCBCA by not less than two-thirds of the votes cast by those Company Shareholders who vote in person or by proxy at the Meeting for which appropriate notice has been given.

Spinco	Phoenix Gold Resources (Holdings) Ltd., a company incorporated pursuant to the laws of British Columbia, which is a wholly-owned subsidiary of the Company.
Spinco Board	The duly appointed board of directors of Spinco.
Spinco Shareholder	A holder of Spinco Shares.
Spinco Shares	The common shares without par value in the capital of Spinco.
Subsidiary	Is, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary.
Tax Act	The *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time.
Transfer Agent	Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by the Company.
TSXV	TSX Venture Exchange Inc.
U.S. or United States	United States of America, its territories and possessions, any state of the United States, and the District of Columbia..
U.S. Exchange Act	The United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.
U.S. Securities Act	The United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.
U.S. Shareholder	A Shareholder who is subject to the securities laws of the United States.
York Harbour Technical Report	The NI 43-101 technical report completed by Longford Exploration Services Ltd. on the York Harbour Property, titled "National Instrument 43-101 Technical Report on the York Harbour Property, Western Newfoundland, Canada" dated March 10, 2022, with an effective date of February 24, 2022

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

YORK HARBOUR METALS INC.

1518 – 800 West Pender Street
Vancouver, BC V6C 2V6

MANAGEMENT INFORMATION CIRCULAR

(As at June 21, 2023, except as indicated)

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular is provided to registered and beneficial owners of the Company Shares in connection with the solicitation of proxies by the management of the Company for use at the Meeting to be held at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment(s) or postponement(s) thereof.

Persons or Companies Making the Solicitation

The enclosed instrument of proxy is solicited by management. Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of the Company. The Company may reimburse Company Shareholders' nominees or agents (including brokers holding Company Shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to execute the instrument of proxy. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company. None of the directors of the Company have advised management in writing 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

This Information Circular is accompanied by a management instrument of proxy that permits registered shareholders (a **"Registered Holder"**) who do not attend the Meeting in person to have their Company Shares voted at the Meeting by a proxyholder appointed by the Registered Holder. The persons named in the accompanying instrument of proxy are directors or officers of the Company. **A Company Shareholder has the right to appoint a person to attend and act for him on his behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, the Company Shareholder must strike out the names of the persons named in the instrument of proxy and insert the name of his nominee in the blank space provided or complete another instrument of proxy.**

The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at the Company's transfer agent, Computershare Trust Company of Canada, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, at least 48 hours before the time of the Meeting or any adjournment(s) or postponement(s) thereof, excluding Saturdays, Sundays and holidays.

The instrument of proxy must be signed by the Company Shareholder or by his duly authorized attorney. If signed by a duly authorized attorney, the instrument of proxy must be accompanied by the original power of attorney or a notarially certified copy thereof. If the Company Shareholder is a corporation, the instrument of proxy must be signed by a duly authorized attorney, officer, or corporate representative, and must be accompanied by the original power of attorney or document whereby the duly authorized officer or corporate representative derives his power, as the case may be, or a notarially certified copy thereof. The Chairman of the Meeting has discretionary authority to accept proxies that do not strictly conform to the foregoing requirements.

In addition to revocation in any other manner permitted by law, a Company Shareholder may revoke a proxy by (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid, (b) signing and dating a written notice of revocation (in the same manner as the instrument of proxy is required to be executed as set out in the notes to the instrument of proxy) and either depositing it at the place and within the time aforesaid or with the Chairman of the Meeting on the day of the Meeting or on the day of any adjournment(s) or postponement(s) thereof, or (c) registering with the scrutineer at the Meeting as a Company Shareholder present in person, whereupon such proxy shall be deemed to have been revoked.

Voting of Shares and Exercise of Discretion of Proxies

On any poll, the persons named as proxyholder in the enclosed instrument of proxy will vote the Company Shares in respect of which they are appointed and, where directions are given by the Company Shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

In the absence of any direction in the instrument of proxy, it is intended that such Company Shares will be voted in favour of the resolutions placed before the Meeting by management and for the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular. The instrument of proxy enclosed, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters that may be properly brought before the Meeting. At the time of printing of this Information Circular, the management of the Company is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the proxies hereby solicited will be voted thereon in accordance with the best judgement of the nominee.

Advice to Beneficial Holders of Company Shares

The following information is of significant importance to Company Shareholders who do not hold Company Shares in their own name. Beneficial shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Holders (those whose names appear on the records of the Company as the Registered Holder of Company Shares).

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

Intermediaries are required to seek voting instructions from beneficial shareholders in advance of Company Shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients. There are two kinds of beneficial owners - those who object to their name being made known to the issuers of securities which they own (called **"OBOs"** for **"Objecting Beneficial Owners"**) and those who do not object to the issuers of the securities they own knowing who they are (called **"NOBOs"** for **"Non-Objecting Beneficial Owners"**).

The Company is taking advantage of the provisions of NI 54-101, which permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form (a "VIF") from Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone and internet voting options, as described in the VIF. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions with respect to the Company Shares represented by the VIFs they receive.

These Meeting Materials are being sent to both Registered Holders and certain Non-Registered Holders of the Company Shares. If you are a Non-Registered Holder and the Company or its agent has sent these Meeting Materials directly to you, your name and address and information about your holdings of Company Shares have been obtained

in accordance with applicable securities regulatory requirements from the Intermediary holding Company Shares on your behalf.

By choosing to send these Meeting Materials to you directly, Company (and not the Intermediary holding on your behalf) has assumed responsibility for delivering these Meeting Materials to you and executing your proper voting instructions. Please return your voting instructions by completing and returning the enclosed VIF in accordance with the instructions contained in the VIF.

Beneficial shareholders who are OBOs will not receive the materials unless their Intermediary assumes the costs of delivery. In the event that voting instructions are requested from OBOs, such instructions will typically be sought by the Company Shareholder receiving either a form of proxy or a voting instruction form. If a form of proxy is supplied to you by your broker, it will be similar to the proxy provided to Registered Holders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (**"Broadridge"**) in Canada and the United States. Broadridge obtains voting instructions by mailing a voting instruction form (the "Broadridge VIF") which appoints the same persons as the Company's proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a beneficial shareholder of the Company), other than the persons designated in the Broadridge VIF, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the Broadridge VIF. The completed Broadridge VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

If you plan to vote in person at the Meeting:

- nominate yourself as the appointee to attend and vote at the Meeting by printing your name in the space provided on the enclosed voting instruction form. Your vote will be counted at the Meeting so do NOT complete the voting instructions on the form;
- sign and return the form, following the instructions provided by your nominee; and
- register with the Scrutineer when you arrive at the Meeting.

You may also nominate yourself as appointee online, if available, by typing your name in the "Appointee" section on the electronic ballot.

If you bring your voting instruction form to the Meeting, your vote will not count. Your vote can only be counted if you have completed, signed and returned your voting instruction form in accordance with the instructions above and attend the Meeting and vote in person.

Voting Securities and Principal Holders of Voting Securities

On June 15, 2023, 68,528,941 Company Shares without par value were issued and outstanding, each Company Share carrying the right to one vote. At a general meeting of the Company, on a show of hands, every shareholder present in person has one vote and, on a poll, every Company Shareholder has one vote for each Company Share of which he is the holder. Quorum for the Meeting is one person who is, or who represents by proxy, shareholders who, in the aggregate, hold at least 5% of the issued Company Shares entitled to be voted at the Meeting. Only Company Shareholders of record at the close of business on June 15, 2023, will be entitled to have their Company Shares voted at the Meeting or any adjournment(s) or postponement(s) thereof. All such holders of record of Company Shares are entitled either to attend and vote thereat in person the Company Shares held by them or, provided a completed and executed proxy shall have been delivered to the Transfer Agent within the time specified in the attached Notice of Annual General and Special Meeting of Company Shareholders, to attend and vote by proxy the Company Shares held by them.

To the best of the knowledge of the directors and executive officers of the Company, no persons, beneficially own, directly or indirectly, or exercise control or direction over, Company Shares carrying 10% or more of the voting rights attached to all outstanding shares of the Company.

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

No person who has been a director or executive officer of the Company at any time since the commencement of the Company's last completed financial year and no associate or affiliate of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting, other than directors and executive officers of the Company having an interest in the resolution regarding the approval of the Company Stock Option Plan, and Company RSU Plan, as such persons will be eligible to participate in such plans as directors and executive officers of the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth elsewhere in this Information Circular, no informed person of the Company, no proposed nominee for election as a director of the Company and no associate or affiliate of any such informed person or proposed nominee has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction that, in either case, has materially affected or would materially affect the Company or any of its subsidiaries.

PARTICULARS OF MATTERS TO BE ACTED UPON

Election of Directors

Number of Directors to be elected at the Meeting

The Company Board presently consists of six directors and Management intends to propose for adoption an ordinary resolution to fix the number of directors at six for the ensuing year, subject to such increase as may be permitted by the articles of the Company.

Term

The term of office of each of the present directors expires at the Meeting. The persons named below will be presented for election at the Meeting as Management's nominees and the persons proposed by Management as proxyholders in the accompanying form of proxy intend to vote for the election of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Company or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the articles of incorporation of the Company or the provisions of the BCBCA.

Nominees

The following table and notes thereto sets out the name of each person proposed to be nominated by Management for election as a director (each a **"proposed director"**), the province and country in which he is ordinarily resident, all offices of the Company now held by him, his principal occupation, the period of time for which he has been a director of the Company, and the number of Company Shares beneficially owned by him, directly or indirectly, or over which he exercises control or direction, as at the date hereof:

Name, Position & Jurisdiction of Residence	Employment History	Director Since	Number of Shares Beneficially Owned, Directly or Indirectly, or over which Control or Direction is Exercised
Andrew Lee[(1)(2)] British Columbia *Director and Managing Director*	(See below for descriptions of principal occupations for the past five years.)	April 23, 2014	2,825,281[(3)]
Roger Baer[(1)(2)] British Columbia *Director*	(See below for descriptions of principal occupations for the past five years.)	September 18, 2020	500,000
Leo Power[(1)(2)] Newfoundland and Labrador *Director*	(See below for descriptions of principal occupations for the past five years.)	February 18, 2022	nil
Bruce Durham[(4)] Ontario *Director, President and CEO*	(See below for descriptions of principal occupations for the past five years.)	January 19, 2022	nil
J. Douglas Blanchflower[(5)] British Columbia *Director and COO*	(See below for descriptions of principal occupations for the past five years.)	April 14, 2022	200,000
Michael Williams[(6)] British Columbia *Director and Executive Chairman*	(See below for descriptions of principal occupations for the past five years.)	October 25, 2022	nil

Notes:

1. Denotes member of the Audit Committee. Mr. Baer is the Chair.
2. Denotes member of the Corporate Governance and Compensation Committee. Mr. Baer is the Chair.
3. Mr. Lee was appointed as President and CEO of the Company on August 6, 2020 and he resigned from these positions on October 25, 2022. Mr. Lee was appointed as Managing Director of the Company on October 25, 2022. Mr. Lee owns 1,255,993 Shares directly and 1,569,288 Shares through companies owned or controlled by him. Mr. Lee also owns 50,000 common share purchase warrants which can be exercised for $0.60 per Share until November 30, 2023; and 65,000 common share purchase warrants which can be exercised for $0.75 per Share until December 20, 2023.
4. Mr. Durham was appointed as Executive Chairman on January 19, 2022 and he resigned from this position on October 25, 2022. He was appointed as President and CEO, replacing Mr. Lee on October 25, 2022.
5. Mr. Blanchflower was appointed as COO on December 15, 2022.
6. Mr. Williams was appointed as Director and Executive Chairman on October 25, 2022 replacing Mr. Durham in the position of Executive Chairman.

A Company Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. **Unless otherwise indicated, the named proxyholders will vote FOR the election of each of the proposed nominees set forth above as directors of the Company.**

Andrew Lee – Director and Managing Director

Andrew Lee is currently Chief Executive Officer and director of DeepRock Minerals Inc. since December 23, 2020. Mr. Lee has also been a director of Green 2 Blue Energy Corp. (CSE: GTBE) since March 2018 to October, 2020. In addition, Mr. Lee served as a director and a member of the audit committee for the mining exploration company, Ecuador Gold and Copper Corp (TSXV: EGX) and has been an independent director of it from August 2014 to June 2015. He also served as a director of a junior mining company, Megastar Development Corp. (TSXV: MDV) from March 2011 to November 2012 and as its Vice-President from June to November 2010 and from September 2011 to November 2012. Previously, Mr. Lee served as a director of Plains Creeks Mining Limited, a private company that went public through a reverse takeover of Resource Hunter Capital Corp. (now named GB Minerals Ltd.) (TSXV: GBL) in February 2011. Mr. Lee holds a Bachelor of Science degree from the University of British Columbia.

Roger Baer – Director

Mr. Baer is a CPA and has over 30 years of accounting and financial management experience within the mining industry, having held financial management roles with Alacer Gold, Thompson Creek Metals, Newmont Mining Corporation, Kennecott (Rio Tinto) and Cyprus Amax. Most recently, Mr. Baer was the Chief Financial Officer of Excelsior Mining Corp. Currently, since July 2021 Roger has been the corporate controller for i-80 Gold Corp.

Leo Power – Director

Mr. Power is a businessman based in Newfoundland and Labrador, Canada with an Executive MBA (Joint Kellogg-Schulich) and a Masters of Oil and Gas Studies (Memorial University, Newfoundland). He is also a graduate of the Directors Education Program of the Rotman School of Management, University of Toronto. He is currently the CEO, President and a director of LNG Newfoundland and Labrador, a Newfoundland and Labrador-owned and operated corporation focusing on permitting and developing LNG infrastructure, as well as a director of Queensland Gold Hills Corp. since September 2018, a company listed on the TSX Venture Exchange (the "TSXV") engaged in mineral exploration in Queensland, Australia, and a director of Search Minerals Inc. since January 2017, a TSXV-listed company exploring for rare earth elements in Labrador.

Bruce Durham – Director, President and CEO

Mr. Durham has more than 40 years of work in the junior resource industry including mandates in corporate management, project development and exploration project management. Bruce is a Professional Geologist (P.Geo.) who holds a BSc. Geology from University of Western Ontario. The discoveries Mr. Durham was intimately involved in includes his co-discovery of the Bell Creek mine in Timmins, and he then went to Hemlo where he participated in the exploration and development of two of the three gold discoveries that became significant gold producers. He was involved in early exploration drilling at the Corona Project and was also the geologist on the discovery holes at the Golden Giant Project that became Hemlo Gold Mines' flagship project. Between 1998 and 2007, he held various management positions with Canadian Royalties Inc., including President and Vice President Exploration. More recently he served as President and CEO of Nevada Zinc Corporation, Executive Chairman Rockcliff Metals Corporation and COO of Norvista Capital Corporation. Mr. Durham is a director of Minera Alamos Inc. and is VP Exploration for BTU Metals Corp.

J. Douglas Blanchflower – Director and COO

Mr. Blanchflower brings over 50 years of mineral exploration experience to the Company. He is a Professional Geologist registered with the Engineers and Geoscientists of British Columbia and the Professional Engineers and Geoscientists of Newfoundland and Labrador. Prior to founding Minorex Consulting Ltd. in 1982 he worked for several major mineral exploration companies. Since then he has implemented, supervised and managed precious and base metal exploration programs throughout North and South America and Asia. During his career, Mr. Blanchflower has served as a director and senior management with several mining companies including: Rea Gold Corporation during the discovery of the Rea VMS and Samatosum copper-silver deposits near Adams Lake, B.C., and Noront Resources Ltd. during the discovery and exploration of the McFaulds Lake Cu-Ni-PGM-Cr deposit in northern Ontario.

Michael Williams – Director and Executive Chairman

Mr. Williams brings over 25 years of experience as a senior executive within the mining industry and is a welcome addition to the Company as Executive Chairman. His experience includes the structuring of, administrating, raising capital globally and marketing Toronto Stock Exchange listed companies. Mr. Williams has held senior roles in several successful public companies including Underworld Resources Ltd., which was sold to Kinross Gold Corp. for $138M. He has developed an international banking and financing network that includes extensive contacts with both institutional and retail investors. He has raised significant equity capital for, and raised the profile of, a number of advanced exploration and development projects. Mr. Williams is the Founder and Executive Chairman of Aftermath Silver and currently serves as a Director, President & CEO of Vendetta Mining Corp.

Corporate Cease Trade Orders or Bankruptcies

Except as set out below, no proposed director of the Company is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company), that:

(a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Except as set out below, no proposed director of the Company:

(a) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(b) has, within 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Mr. Andrew Lee was serving as a director of G2 Technologies Corp. (formerly Green 2 Blue Energy) from March 23, 2018 to October 29, 2020. On January 29, 2020, Green 2 Blue Energy was subject to a failure-to-file cease trade order by the British Columbia Securities Commission and the Ontario Securities Commission which was revoked on September 25, 2020.

Leo Power is a director of 68870 Newfoundland & Labrador Inc., a private company ("**68870**"), which previously owned and operated a restaurant located in St. John's, Newfoundland & Labrador. Mr. Power was also a shareholder of 68870 through a holding company and a guarantor of certain liabilities of 68870. The restaurant failed and on April 6, 2016, 68870 made a proposal under the Bankruptcy and Insolvency Act at Court No. 20361 and Estate No. 51-209033 for a settlement which was approved by creditors and received court approval. The settlement amount was paid to 68870's creditors and 68870, the directors of 68870 (including Mr. Power) and certain shareholders of 68870 who had guaranteed a portion of 68870's debts were all released from their obligations. The foregoing information, not being within the knowledge of the Company, has been furnished by the proposed director.

None of the proposed directors (or any of their personal holding companies) 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 security holder in deciding whether to vote for a proposed director.

The Company Board recommends a vote FOR the election of each of the nominated directors. Unless such authority is withheld, the persons named in the enclosed form of proxy intend to vote FOR the election of the individuals set forth in the tables above. Management does not contemplate that any of such nominees will be unable to serve as a director of the Company but, if that should occur for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion.

See Schedule "F" in the section titled: "*Information Concerning York Harbour Metals Inc.. Post-Arrangement – Statement of Executive Compensation*".

Appointment of the Auditor

The persons named in the accompanying proxy intend to vote for the re-appointment of MS Partners LLP, as auditor of the Company and to authorize the directors to fix their remuneration.

The Company Board recommends a vote FOR the re-appointment of MS Partners LLP as auditor of the Company to hold office until the next annual meeting of shareholders and to authorize the directors of Company to fix their remuneration. Unless another choice is specified, the persons named in the enclosed form of proxy intend to vote FOR the re- appointment of MS Partners LLP as the auditor of the Company to hold office until the next annual meeting of the Company Shareholders and to authorize the directors of the Company to fix their remuneration.

Annual Approval of the Company Stock Option Plan

The Option Plan is a rolling maximum stock option plan providing for the number of Shares of the Company reserved for issuance under such plan to be equal to 10% of the Company's issued and outstanding Shares at the time of any option grant. In accordance with the policies of the TSXV, rolling stock option plans must be approved by Shareholders annually. Accordingly, at the Meeting, the Shareholders of the Company will be asked to approve the Option Plan.

The Option Plan is intended to provide the Board with the ability to issue options to provide the employees, consultants, officers and directors of the Company with long-term equity-based performance incentives which are a key component of the Company's executive compensation strategy. The Company believes it is important to align the interests of management and employees with Shareholder interests and to link performance compensation to enhancement of Shareholder value. This is accomplished through the use of Options whose value over time is dependent on market value.

The rules of the TSXV require that the annual shareholder ratification of the Company Stock Option Plan be approved by the affirmative vote of a majority of the votes of shareholders cast at the Meeting. Accordingly, the Company Shareholders will be asked at the Meeting to pass the following ordinary resolution (the **"Stock Option Plan Resolution"**):

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

1. the stock option plan (the "**Option Plan**") as described in the Information Circular dated June 21, 2023 be and is hereby approved, subject to the acceptance for filing thereof by the TSX Venture Exchange and the grant of options thereunder in accordance therewith, be approved;

2. the number of Common Shares reserved for issuance under the Option Plan shall be no more than 10% of the Company's issued and outstanding share capital at the time of any stock option grant;

3. the Board of the Company be authorized to make any changes to the Option Plan as may be required or permitted by the TSX Venture Exchange;

4. any director or officer of the Company is hereby authorized and directed for and in the name of and on behalf of the Company to execute or cause to be executed, whether under corporate seal of the Company or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in connection with the foregoing; and

5. notwithstanding that this resolution has been duly passed by the Shareholders of the Company, the Option Plan is conditional upon receipt of final approval from the TSX Venture Exchange and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the Shareholders of the Company, at any time if such revocation is considered necessary or desirable by the directors."

An ordinary resolution is a resolution passed by greater than 50% of the votes cast by those shareholders, who being entitled to do so, vote in person or by proxy in respect of that resolution at the Meeting.

See Schedule "F", the section titled "*Information Concerning York Harbour Metals Inc.. Post-Arrangement – Statement of Executive Compensation for the Company – Stock Option Plans and Other Incentive Plans*" for a summary of the material terms of the Option Plan. A complete copy of the Option Plan will be available for inspection at the Meeting.

Recommendation of the Company Board

Management of the Company recommends that Shareholders vote FOR the Stock Option Plan Resolution, and the persons named in the enclosed Form of Proxy intend to vote FOR the approval of the Stock Option Plan Resolution at the Meeting unless the Company Shareholder has specified that the Company Shares represented by such proxy are to be voted against such resolution.

Annual Approval of Company RSU Plan

The Board of Directors adopted the Company RSU Plan dated for reference March 15, 2022 which was approved by the Shareholders at the Company's last Shareholder's meeting held on April 14, 2022, providing for the issuance of RSUs to directors, officers, employees, and a company wholly owned by such individuals, and consultants and consultant companies, but excluding investor relations service providers. The Company RSU Plan is described

In accordance with the policies of the TSXV, the Company RSU Plan must receive Shareholder approval being approved by ordinary resolution of the votes cast by Shareholders present or represented by proxy at the Meeting. At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, approve the following ordinary resolution approving the Company RSU Plan and all unallocated Company RSUs under the Company RSU Plan (the "**Company RSU Plan Resolution**").

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

1. the Company's Company RSU Plan, as described in the Information Circular of the Company dated June 21, 2023, is hereby approved;

2. the Company shall have the ability to continue granting restricted share units under the Company's RSU Plan until all issuances under the Company RSU Plan have been reduced to nil;

3. any one director or officer of the Company be and is hereby authorized and directed to do all such further acts and things and to execute such further agreements and other documents for and on behalf of the Company as such director or officer may consider necessary, desirable, or useful having regard to this resolution; and

4. notwithstanding that this resolution has been passed by the Shareholders of the Company, the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of

the Shareholders of the Company, at any time if such revocation is considered necessary or desirable by the directors..”

See Schedule “F”, the section titled “*Information Concerning York Harbour Metals Inc.. Post-Arrangement – Statement of Executive Compensation for the Company – Stock Option Plans and Other Incentive Plans*” for a summary of the material terms of the Plan. A complete copy of the Plan will be available for inspection at the Meeting.

Recommendation of the Company Board

Management of the Company recommends that Shareholders vote FOR the Company RSU Plan Resolution, and the persons named in the enclosed Form of Proxy intend to vote FOR the approval of the Company RSU Plan Resolution at the Meeting unless the Company Shareholder has specified that the Company Shares represented by such proxy are to be voted against such resolution.

APPROVAL OF THE ARRANGEMENT

The Arrangement will become effective on the Effective Date, subject to satisfaction of the applicable conditions. The disclosure of the principal features of the Arrangement between the Company and Spinco, as summarized below, is qualified in its entirety by reference to the full text of the Arrangement Agreement, which is available under the Company's profile on SEDAR at www.SEDAR.com.

Reasons for the Arrangement

The Company believes that the Arrangement is in the best interests of the Company for numerous reasons, including:

- At the moment, the capital markets value the Phoenix Gold Properties together with all of the Company's other properties. By completing the Arrangement, the markets will value the Phoenix Gold Properties and the York Harbour Property and the Company’s other properties separately and independently, which should create additional value for Company Shareholders;

- Separating the Phoenix Gold Properties from the Company's other properties including the York Harbour Property is expected to accelerate the development of the Phoenix Gold Properties, York Harbour Property and the Company’s other properties ;

- Company Shareholders will benefit by holding shares in two separate public companies;

- Separating the Company and Spinco will expand Spinco's potential shareholder base and access to development capital by allowing investors that want specific ownership in a company with interests in U.S. mining assets to invest directly in Spinco rather than through the Company; and

- The Phoenix Gold Properties is not required for the Company's primary business focus which will remain the acquisition, exploration, development and operation of its York Harbour Property and the Company’s other properties.

In the course of its deliberations, the Company Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to, the risks set out under “*Approval of the Arrangement – Arrangement Risk Factors*”.

The foregoing discussion summarizes the material information and factors considered by the Company Board in their consideration of the Plan of Arrangement. The Company Board collectively reached its unanimous decision with respect to the Plan of Arrangement in light of the factors described above and other factors that each member of the Company Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Company Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Company Board may have given different weight to different factors.

Principal Steps of the Arrangement

Immediately prior to the Effective Date, Spinco shall subdivide or consolidate the outstanding Spinco Shares into a number of Spinco Shares equal to 0.2 the number of outstanding Company Shares. All of the Spinco Shares will be exchanged for Company Class A Shares pursuant to the Plan of Arrangement. The following are the principal steps of the Arrangement:

(a) each Company Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a **"Dissenting Share"**) shall be directly transferred and assigned by such Dissenting Shareholder to the Company, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Company Shareholders other than the right to be paid the fair value for their Company Shares by the Company;

(b) the authorized share structure of the Company shall be altered by:

(i) renaming and redesignating all of the issued and unissued Company Shares as "Class A common shares without par value" with terms and special rights and restrictions identical to those of the Company Shares immediately prior to the Effective Time, being the "Company Class A Shares; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Company Shares immediately prior to the Effective Time, being the "New Company Shares";

(c) the Company's Notice of Articles shall be amended to reflect the alterations in the Plan of Arrangement;

(d) each issued and outstanding Company Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Company Share; and (ii) 0.2 of a Spinco Share, the holders of the Company Class A Shares will be removed from the central securities register of Company as the holders of such and will be added to the central securities register of Company as the holders of the number of New Company Shares that they have received on the exchange set forth in the Plan of Arrangement, and the Spinco Shares transferred to the then holders of the Company Class A Shares will be registered in the name of the former holders of the Company Class A Shares and Company will provide Spinco and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Spinco; and

(e) the Company Class A Shares, none of which will be issued or outstanding once the exchange is completed, will be cancelled and the appropriate entries made in the central securities register of Company and the authorized share structure of Company will be amended by eliminating the Company Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Company Shares will be equal to that of the Company Shares immediately prior to the Effective Time less the fair market value of the Spinco Shares distributed pursuant to the Plan of Arrangement.

Effect of the Arrangement

As a result of the Arrangement, the Company Shareholders will no longer hold their Company Shares and instead, will receive one New Company Share and 0.2 of a Spinco Share for every one Company Share held at the Effective Time, and as a result, will hold shares in two public companies. Spinco will be a reporting issuer in the provinces of British Columbia, Alberta and Ontario.

Directors and Officers of Spinco

The Spinco Board will be comprised of Andrew Lee, Roger Baer, and J. Douglas Blanchflower. Executive management of Spinco will consist of Andrew Lee, President and Chief Executive Officer; and Sean Choi, Chief

Financial Officer. It is the intent of Spinco to add individuals to the Spinco Board and management to ensure Spinco has the appropriate amount of local knowledge and skill sets to advance the Phoenix Gold Properties and additional assets Spinco may acquire in the future.

Recommendation of the Directors

The Company has reviewed the terms and conditions of the proposed Arrangement and has concluded that the Arrangement is fair and reasonable to the Company Shareholders and in the best interests of the Company.

In arriving at this conclusion, the Company Board considered, among other matters:

1. the financial condition, business and operations of the Company, on both a historical and prospective basis, and information in respect of Spinco on a pro forma basis;

2. the procedures by which the Arrangement is to be approved, including the requirement for approval of the Arrangement by 66 2/3% of the Company Shareholders and by the Court after a hearing at which fairness to Company Shareholders will be considered;

3. the availability of Dissent Rights to Registered Holders with respect to the Arrangement;

4. the assets to be held by each of the Company and Spinco after completion of the Arrangement and the unrealized value of the Phoenix Gold Properties;

5. historical information regarding the price of the Company Shares;

6. the tax treatment to the Company Shareholders under the Arrangement;

7. Company Shareholders will own securities of two publicly-listed companies; and

8. Spinco will be able to concentrate its efforts on developing the Phoenix Gold Properties and the Company will be able to concentrate its efforts on the advancement of the Company's other mineral project(s) and business.

The Company Board did not assign a relative weight to each specific factor and each director may have given different weights to different factors. Based on its review of all the factors, the Company Board considers the Arrangement to be advantageous to the Company and fair and reasonable to the Company Shareholders. The Company Board also identified disadvantages associated with the Arrangement including the fact that there will be the additional costs associated with running two companies and there is no assurance that the proposed Arrangement will result in positive benefits to the Company Shareholders. See *"Particulars of Matters to be Acted Upon –Approval of the Arrangement – Arrangement Risk Factors"*; Schedule "F", the section titled "*Information Concerning York Harbour Metals Inc. Post-Arrangement – Risk Factors*" and Schedule "G", the section titled "*Information Concerning Spinco Post-Arrangement – Risk Factors*".

The Arrangement Resolution is set out in Schedule "A" to this Information Circular. In order to be approved, the Arrangement Resolution requires the votes in favour of 66 2/3% of the votes cast at the Meeting.

The Company Board recommends that the Company Shareholders vote in favour of the Arrangement Resolution. Each director and officer of the Company who owns Company Shares has indicated his or her intention to vote his or her Company Shares in favour of the Arrangement Resolution.

Arrangement Risk Factors

The Company and Spinco should each be considered as highly speculative investments and the transactions contemplated herein should be considered of a high-risk nature. Company Shareholders should carefully consider all of the information disclosed in this Information Circular prior to voting on the matters being put before them at the Meeting.

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of the Company and Spinco, including receipt of Company Shareholder approval at the Meeting and receipt of the Final Order. There can be no certainty, nor can the Company or Spinco provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

In addition to the other information presented in this Information Circular (without limitation, see also Schedule "F", the section titled: "*Information Concerning York Harbour Metals Inc.. Post-Arrangement – Risk Factors*" and Schedule "G" in the section titled: "*Information Concerning Spinco Post-Arrangement – Risk Factors*"*)*, the following risk factors should be given special consideration:

1. The trading price of the Company Shares on the Effective Date may vary from the price as at the date of execution of the Arrangement Agreement, the date of this Information Circular and the date of the Meeting and may fluctuate depending on investors' perceptions of the merits of the Arrangement.

2. The number of Spinco Shares being issued in connection with the Arrangement will not change despite decreases or increases in the market price of the Company Shares. Many of the factors that affect the market price of the Company Shares are beyond the control of the Company. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

3. There is no assurance that the Arrangement will be completed or that, if completed, the Spinco Shares will be listed and posted for trading on any stock exchange.

4. There is no assurance that Spinco will complete a financing sufficient to enable it to meet the listing requirements of any stock exchange.

5. There is no assurance that the Arrangement can be completed as proposed or without Company Shareholders exercising their dissent rights in respect of a substantial number of Company Shares.

6. There is no assurance that the businesses of the Company or Spinco, after completing the Arrangement, will be successful.

7. While the Company believes that the Spinco Shares to be distributed to Company Shareholders pursuant to the Arrangement will not be subject to any resale restrictions save securities held by control persons and save for any restrictions flowing from current restrictions associated with a Company Shareholder's Company Shares, there is no assurance that this is the case and each Company Shareholder is urged to obtain appropriate legal advice regarding applicable securities legislation.

8. The transactions may give rise to significant adverse tax consequences to Company Shareholders and each such Company Shareholder is urged to consult his, her or its own tax advisor.

9. Certain costs related to the Arrangement, such as legal and accounting fees, must be paid by the Company even if the Arrangement is not completed.

10. If the Arrangement Resolution is not approved by the Company Shareholders or, even if the Arrangement Resolution is approved, the market price of the Company Shares may decline to the extent that the current market price of the Company Shares reflects a market assumption that the Plan of Arrangement will be completed or to the extent the current market price of the Company Shares reflects the value associated with the Phoenix Gold Properties, as applicable.

Effects of the Arrangement on Shareholders' Rights

As a result of the Arrangement, Company Shareholders will continue to be shareholders of the Company and will also be shareholders of Spinco. Shareholders of the Company and Spinco will have the same rights afforded to them as Company Shareholders of each respective entity, as both the Company and Spinco are governed by the BCBCA.

Conduct of Meeting and Other Approvals

Shareholder Approval of the Arrangement

The Arrangement Resolution must be approved, with or without variation, by not less than two-thirds of the votes cast at the Meeting in person or by proxy by Company Shareholders.

Court Approval of the Arrangement

Under the BCBCA, the Company is required to obtain the approval of the Court to the calling and holding of the Meeting and to the Arrangement. On June 15, 2023, prior to mailing the material in respect of the Meeting, the Company obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order and the Notice of Hearing for Final Order are appended as Schedules "C" and "D", respectively, to this Information Circular. As set out in the Notice of Hearing for Final Order, the Court hearing in respect of the Final Order is scheduled to take place at 9:45 A.M. (Vancouver time) on August 1, 2023, following the Meeting or as soon thereafter as the Court may direct or counsel for the Company may be heard, at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, subject to the approval of the Arrangement Resolution at the Meeting. **Shareholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements**.

At the Court hearing, any Shareholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the BCBCA, the Court will consider, among other things, the procedural and substantive fairness and reasonableness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct. The Court's approval is required for the Arrangement to become effective. In addition, it is a condition of the Arrangement that the Court will have determined, prior to approving the Final Order, that the terms and conditions of the issuance of securities comprising the Arrangement are procedurally and substantively fair to the Shareholders.

Under the terms of the Interim Order, each Shareholder will receive proper notice that they will have the right to appear and make representations at the application for the Final Order. Any person desiring to appear at the hearing to be held by the Court to approve the Arrangement pursuant to the Notice of Hearing for Final Order is required to file with the Court and serve upon Company, at the address set out below, prior to 4:00 P.M. (Vancouver time) on July 27, 2023, the Response to Petition, including his address for service, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered to:

1000 – 595 Burrard Street
Vancouver, BC
V7X 1S8

Attention: Sean O'Neill

The Court has been informed that the Final Order, if granted, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the Spinco Shares and New Company Shares to be issued to Compay Shareholders in exchange for their Company Shares pursuant to the Arrangement.

Regulatory Approvals

If the Arrangement Resolution is approved by the requisite two-thirds of the Company Shareholders voting together as a single class, final regulatory approval must be obtained for all the transactions contemplated by the Arrangement before the Arrangement may proceed.

The Company Shares are currently listed and posted for trading on the TSXV. The Company is a reporting issuer in British Columbia, Alberta and Ontario. Approval from the TSXV is required for the completion of the Arrangement, including listing of the New Company Shares in substitution for the Company Shares, conditional acceptance having been obtained on June 13, 2023. Upon completion of the Arrangement, it is expected that Spinco will be a reporting

issuer in British Columbia, Alberta and Ontario. Spinco intends to complete an equity financing and seek a listing of the Spinco Shares on a Canadian stock exchange. There can be no assurances that Spinco will be able to complete a financing or attain a listing on any stock exchange.

Company Shareholders should be aware that certain of the foregoing approvals, including a listing on a Canadian stock exchange or a determination that Spinco will be a reporting issuer in the specified jurisdictions, have not yet been received from the regulatory authorities referred to above. There is no assurance that such approvals will be obtained.

Procedure for Receipt of New Company Shares and Spinco Shares

Company Shareholders on the Share Distribution Record Date will be entitled to receive New Company Shares and Spinco Shares pursuant to the Arrangement. The Transfer Agent will distribute DRS statements for the appropriate number of New Company Shares and Spinco Shares to Company Shareholders to which they are entitled under the Arrangement.

Fees and Expenses

The Company will pay the costs, fees and expenses of the Arrangement.

Effective Date of Arrangement

If:

1. the Arrangement Resolution is approved by Special Resolution of the Company Shareholders;
2. the Final Order of the Court is obtained approving the Arrangement;
3. required TSXV approvals to the completion of the Arrangement are obtained;
4. every requirement of the BCBCA relating to the Arrangement has been complied with; and
5. all other conditions disclosed under *"Arrangement Agreement – Conditions to the Arrangement Becoming Effective"* are met or waived,

the Arrangement will become effective on the Effective Date.

The full particulars of the Arrangement are contained in the Plan of Arrangement appended as Schedule "B" to this Information Circular. See also "*Arrangement Agreement*" below.

Notwithstanding receipt of the above approvals, the Company may abandon the Arrangement without further approval from the Company Shareholders.

Arrangement Agreement

The Arrangement will be carried out pursuant to the provisions of the BCBCA and will be effected in accordance with the Arrangement Agreement, the Interim Order and the Final Order. The steps of the Arrangement, as set out in the Arrangement Agreement, are summarized under *"Particulars of Matters to be Acted Upon – Approval of the Arrangement – Principal Steps of the Arrangement"* herein.

The general description of the Arrangement Agreement which follows is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is available for review by the Company Shareholders, at the head office of the Company as shown on the Notice of Meeting, during normal business hours prior to the Meeting and under the Company's profile on SEDAR at www.SEDAR.com.

General

On June 12, 2023, the Company and Spinco entered into the Arrangement Agreement which includes the Plan of Arrangement. The Plan of Arrangement is reproduced as Schedule "B" to this Information Circular. Pursuant to the Arrangement Agreement, the Company and Spinco agree to effect the Arrangement pursuant to the provisions of Section 288 of the BCBCA on the terms and subject to the conditions contained in the Arrangement Agreement.

In the Arrangement Agreement, the Company and Spinco provide representations and warranties to one another regarding certain customary commercial matters, including corporate, legal and other matters, relating to their respective affairs.

Under the Arrangement Agreement, the Company agrees to call the Meeting for the purpose of, among other matters, the Company Shareholders approving the Arrangement Resolution, and that, if the approval of the Company Shareholders of the Arrangement Resolution as set forth in the Interim Order is obtained by the Company, as soon as reasonably practicable thereafter, the Company will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order.

Conditions to the Arrangement Becoming Effective

The respective obligations of the Company and Spinco to complete the transactions contemplated by the Arrangement Agreement are subject to the satisfaction, on or before the Effective Date, of a number of conditions precedent, certain of which may only be waived in accordance with the Arrangement Agreement. The mutual conditions precedent, among others, are as follows:

(a) the Interim Order shall have been granted in form and substance satisfactory to the Company;

(b) the Arrangement Resolution, with or without amendment, shall have been approved and adopted at the Meeting in accordance with the Arrangement Provisions, the Constating Documents of the Company, the Interim Order and the requirements of any applicable regulatory authorities;

(c) the Final Order shall have been obtained in form and substance satisfactory to each of the Company and Spinco;

(d) the TSXV shall have conditionally approved the Arrangement, including the listing of the New Company Shares issuable under the Arrangement in substitution for the Company Class A Shares and the delisting of the Company Class A Shares, as of the Effective Date, subject to compliance with the requirements of the TSXV;

(e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in the Arrangement Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to the Company and Spinco;

(f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;

(g) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of the Company, the Company Shareholders or Spinco if the Arrangement is completed;

(h) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Company Shareholders holding greater than 5% of the outstanding Company Shares; and

(i) the Agreement shall not have been terminated under Article 6 of the Arrangement Agreement.

Amendment and Termination of Arrangement Agreement

Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, the Arrangement Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the written agreement of the Company and Spinco without, subject to applicable law, further notice to or authorization on the part of the Company Shareholders.

Subject to Section 6.3 of the Arrangement Agreement, the Arrangement Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Company Board without further action on the part of the Company Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Company Board to elect to terminate the Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

RIGHTS OF DISSENTING COMPANY SHAREHOLDERS

As indicated in the Notice of Meeting, any Registered Holder is entitled to be paid the fair value of his, her or its Company Shares in accordance with Sections 242 to 247 of the BCBCA if such holder dissents to the Plan of Arrangement and the Plan of Arrangement becomes effective.

A Registered Holder is not entitled to dissent with respect to such holder's Company Shares if such holder votes any of their Company Shares in favour of the Arrangement Resolution. For greater certainty, a Proxy submitted by a Registered Holder that does not contain voting instructions will, unless revoked, be voted in favour of the Arrangement. A brief summary of the provisions of Sections 237 to 247 of the BCBCA is set out below.

Strict Compliance with Dissent Provisions Required

The following summary does not purport to provide a comprehensive statement of the procedures to be followed by a dissenting Shareholder who seeks payment of the fair value of his Company Shares. Section 244 of the BCBCA requires strict adherence to the procedures established therein and failure to do so may result in the loss of all dissenter's rights. Accordingly, each Shareholder who might desire to exercise the dissenter's rights should carefully consider and comply with the provisions of the section, the full text of which is set out in Schedule “E” to this Information Circular, and consult such holder's legal advisor.

The statutory provisions dealing with the right of dissent are technical and complex. Any Dissenting Shareholder should seek independent legal advice, as failure to comply strictly with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of all Dissent Rights.

Dissent Provisions of the BCBCA

A written notice of dissent from the Arrangement Resolution pursuant to Section 242 of the BCBCA, must be received by the Company, from a dissenting Company Shareholder, by 4:00 p.m., Vancouver time, on July 24, 2023 or prior to the second last business day preceding the Meeting or any adjournment(s) or postponement(s) thereof. The notice of dissent should be delivered by registered mail to the Company at the address for notice described below. After the Arrangement Resolution is approved by Company Shareholders and within one month after the Company notifies the dissenting Company Shareholder of Company's intention to act upon the Arrangement Resolution pursuant to Section 243 of the BCBCA, the dissenting Company Shareholder must send to the Company, a written notice that such Company Shareholder requires the purchase of all of the Company Shares in respect of which such holder has given notice of dissent, together with the share certificate or certificates representing those Company Shares (including a written statement prepared in accordance with Section 244(1)(c) of the BCBCA if the dissent is being exercised by the Company Shareholder on behalf of a beneficial holder). A dissenting Company Shareholder who does not strictly comply with the dissent procedures or, for any other reason, is not entitled to be paid fair value for his, her or its Dissenting Shares will be deemed to have participated in the Plan of Arrangement on the same basis as non-dissenting Company Shareholders.

Any dissenting Company Shareholder who has duly complied with Section 244(1) of the BCBCA or the Company may apply to the Court, and the Court may determine the fair value of the Dissenting Shares and make consequential

orders and give directions as the Court considers appropriate. There is no obligation on the Company to apply to the Court. The dissenting Company Shareholder will be entitled to receive the fair value that the Dissenting Shares had immediately before the passing of the Arrangement Resolution.

Address for Notice

All notices of dissent to the Arrangement pursuant to Section 242 of the BCBCA should be sent, within the time specified, to:

1518 – 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Penilla Klomp
Corporate Secretary

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH COMPANY SHAREHOLDER AND OTHER FACTORS. ACCORDINGLY, COMPANY SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

The following fairly summarizes the principal Canadian federal income tax consequences under the Tax Act generally applicable to Company Shareholders in respect of the disposition of Company Shares pursuant to the Arrangement, and the acquisition, holding, and disposition of New Company Shares and Spinco Shares acquired pursuant to the Arrangement.

In this summary, an otherwise undefined term that first appears in quotation marks has the meaning ascribed to it in the *Tax Act*.

Comment is restricted to Company Shareholders who, for purposes of the Tax Act, (i) hold their Company Shares, and will hold their New Company Shares and Spinco Shares solely as capital property, and (ii) deal at arm's length with and are not affiliated with Spinco and Company (each such Company Shareholder, a **"Holder"**).

Generally a Holder's Company Share, New Company Share or Spinco Share will be considered to be capital property of the Holder provided that the Holder does not hold the share in the course of carrying on a business of buying and selling securities and has not acquired the share in one or more transactions considered to be an adventure in the nature of trade.

A Resident Holder (as defined below under *"Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada"*) whose Company Shares, New Company Shares or Spinco Shares might not otherwise be capital property may in certain circumstances irrevocably elect under subsection 39(4) of the Tax Act to have those shares, and all other "Canadian securities" held by the Resident Holder in the taxation year of the election or in any subsequent taxation year treated as capital property. Resident Holders should consult their own tax advisers regarding the advisability of making such an election.

This summary does not apply to a Holder that:

(a) is a "financial institution" for the purposes of the mark-to-market rules in the Tax Act or a "specified financial institution";

(b) has elected to report its Canadian federal income tax results in a currency other than Canadian currency;

(c) has entered or will enter into a "derivative forward agreement", a "synthetic disposition arrangement", or a "synthetic equity arrangement";

(d) has acquired Company Shares, or will acquire New Company Shares or Spinco Shares, on the exercise of an employee stock option;

(e) holds one or more Company Options, in respect of those Company Options; or

(f) is a person or partnership an interest in which is a "tax shelter investment".

Each such Holder should consult the Holder's own tax advisers with respect to the consequences of the Arrangement.

This summary is based on the current provisions of the *Tax Act*, the regulations thereunder and counsel's understanding of the current published administrative practices and policies of the CRA. This summary takes into account all specific proposals to amend the *Tax Act* and Regulations (the **"Proposed Amendments"**) announced by the Minister of Finance (Canada) prior to the date. It is assumed that the Proposed Amendments will be enacted as currently proposed and that there will be no other change in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, although no assurance can be given in these respects. This summary does not take into account provincial, territorial or foreign income tax considerations, which may differ materially from the Canadian federal income tax considerations discussed below.

Additional considerations, not discussed in this summary, may be applicable to a Holder that is a corporation resident in Canada, and is, or becomes, or does not deal at arm's length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of New Company Shares or Spinco Shares, controlled by a non-resident corporation for purposes of the foreign affiliate dumping rules in section 212.3 of the *Tax Act.* Such Holders should consult their Canadian tax advisers with respect to the consequences of the Arrangement.

This summary is of a general nature only and is not and should not be construed as legal or tax advice to any particular person. Each person who may be affected by the Arrangement should consult the person's own tax advisers with respect to the person's particular circumstances.

Holders Resident in Canada

This portion of this summary applies solely to Holders each of whom is or is deemed to be resident solely in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention (each a "**Resident Holder**").

Exchange of Company Shares for New Company Shares and Spinco Shares

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

A Resident Holder who exchanges his, her or its Company Shares for New Company Shares and Spinco Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those Spinco Shares at the time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the "adjusted cost base" (**"ACB"**) of the Resident Holder's Company Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under *"Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains and Losses"*.

The Resident Holder will acquire the Spinco Shares received on the Share Exchange at a cost equal to their fair market value at that time, and the New Company Shares received on the Share Exchange at a cost equal to the amount, if any,

by which the ACB of the Resident Holder's Company Shares immediately before the Share Exchange exceeds the fair market value of the Spinco Shares at the time of the Share Exchange.

Disposition of New Company Shares or Spinco Shares after the Arrangement

A Resident Holder who disposes or is deemed to dispose of a New Company Share or Spinco Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (or less) than the ACB of the share to the Resident Holder, less reasonable costs of disposition. Any such capital gain or capital loss will be taxable or deductible as described below under "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada – Taxation of Capital Gains and Capital Losses".

Taxation of Dividends

A Resident Holder who is an individual (other than certain trusts) and receives or is deemed to receive a taxable dividend in a taxation year on the Resident Holder's Company Shares, New Company Shares, or Spinco Shares will be required to include the amount of the dividend in income for the year, subject to the dividend gross-up and tax credit rules applicable to taxable dividends received by a Canadian resident individual from a "taxable Canadian corporation", including the enhanced dividend gross-up and tax credit applicable to the extent that Company or Spinco, as the case may be, designates the taxable dividend to be an "eligible dividend" in accordance with the *Tax Act*.

A Resident Holder that is a corporation and receives or is deemed to receive a taxable dividend in a taxation year on its Company Shares, New Company Shares, or Spinco Shares must include the amount in its income for the year, but generally will be entitled to deduct an equivalent amount from its taxable income. A Resident Holder that is a "private corporation" or a "subject corporation" may be liable under Part IV of the *Tax Act* to pay a tax of 38 1/3% (refundable in certain circumstances) on any such dividends to the extent that the dividend is deductible in computing the corporation's taxable income.

Taxation of Capital Gains and Capital Losses

A Resident Holder who realizes a capital gain or capital loss in a taxation year on the actual or deemed disposition of a Company Share, New Company Share or Spinco Share generally will be required to include one half of any such capital gain (a **"taxable capital gain"**) in income for the year, and entitled to deduct one half of any such capital loss (an **"allowable capital loss"**) against taxable capital gains realized in the year and, to the extent not so deductible, in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances specified in the *Tax Act*.

The amount of any capital loss realized by a Resident Holder that is a corporation on the actual or deemed disposition of a Company Share, New Company Share or Spinco Share may be reduced by the amount of dividends received or deemed to have been received by it on the share (or on a share substituted therefor) to the extent and in the circumstances described in the *Tax Act.* Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a trust that held the share.

A Resident Holder that is a "Canadian-controlled private corporation" throughout the relevant taxation year may be liable to pay an additional tax of 10 2/3% (refundable in certain circumstances) on its "aggregate investment income", which includes taxable capital gains, for the year.

Alternative Minimum Tax on Individuals

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, a Company Share, New Company Share or Spinco Share may thereby be liable for alternative minimum tax to the extent and within the circumstances set out in the Tax Act.

Dissenting Company Shareholders

A Dissenting Company Shareholder to whom Company consequently pays the fair value of his, her or its Company Shares will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by

which the payment (excluding interest) exceeds the PUC of the Dissenting Company Shareholder's Company Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under *"Canadian Federal Income Tax Considerations - Holders Resident in Canada – Taxation of Dividends"*. The Dissenting Company Shareholder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Company Shareholder's Company Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under *"Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada – Taxation of Capital Gains and Capital Losses"*.

The Dissenting Company Shareholder will be required to include any portion of the payment that is on account of interest in income in the year the interest is received or becomes receivable, depending on the method regularly followed by the Dissenting Company Shareholder in computing income. **Resident Holders who are contemplating exercising their Dissent Rights should consult their own tax advisers.**

Eligibility for Investment – New Company Shares and Spinco Shares

A New Company Share will be a "qualified investment" for a trust governed by an RRSP, RRIF, deferred profit sharing plan, RESP, RDSP or TFSA (collectively, **"Registered Plans"**) at any time at which the New Company Shares are listed on a "designated stock exchange" (which includes the TSX-V), or Company is a "public corporation".

A Spinco Share will be a qualified investment for a Registered Plan at any time at which the Spinco Shares are listed on a designated stock exchange (which includes the TSX-V), or Spinco is a public corporation. If the Spinco Shares are not listed on a designated stock exchange at the time they are distributed pursuant to the Arrangement, but become so listed before Spinco's "filing-due date" for its first taxation year and Spinco makes the appropriate election in its tax return for that year, Spinco will be deemed to be a public corporation from the beginning of the year and the Spinco Shares consequently will be considered to be qualified investments for Registered Plans from their date of issue. Spinco intends that the Spinco Shares will be listed on a designated exchange before the filing-due date for its first taxation year, and that Spinco will make the appropriate election in its tax return for that year.

Notwithstanding the foregoing, the "controlling individual" of an RRSP, RRIF, RDSP, RESP or TFSA will be subject to a penalty tax in respect of a New Company Share or a Spinco Share held in the RRSP, RRIF, RDSP, RESP or TFSA, as applicable, if the share is a "prohibited investment" under the Tax Act. A New Company Share or a Spinco Share generally will not be a prohibited investment for an RRSP, RRIF, RDSP, RESP or TFSA, as applicable, provided that (i) the controlling individual of the account does not have a "significant interest" in Company or Spinco, as applicable, and (ii) Company or Spinco, as applicable, deals at arm's length with the controlling individual for the purposes of the *Tax Act*. **Company Shareholders should consult their own tax advisers to ensure that the New Company Shares and Spinco Shares would not be a prohibited investment for a trust governed by a RRSP, RRIF, RDSP, RESP or TFSA in their particular circumstances**.

Holders Not Resident in Canada

This portion of this summary applies solely to Holders each of whom at all material times for the purposes of the Tax Act (i) has not been and is not resident or deemed to be resident in Canada for purposes of the Tax Act, and (ii) does not and will not use or hold Company Shares, New Company Shares, or Spinco Shares in connection with carrying on a business in Canada (each a **"Non-resident Holder"**).

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada and elsewhere, or an "authorized foreign bank". Such Non-resident Holders should consult their own tax advisers with respect to the Arrangement.

Exchange of Company Shares for New Company Shares and Spinco Shares

The discussion of the tax consequences of the Share Exchange for Resident Holders under the heading *"Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Exchange of Company Shares for New Company Shares and Spinco Shares"* generally will also apply to Non-resident Holders in respect of the Share Exchange. The general taxation rules applicable to Non- resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings *"Certain Canadian Federal Income*

Tax Considerations - Holders Not Resident in Canada – Taxation of Dividends" and *"Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses"* respectively.

Taxation of Dividends

A Non-resident Holder to whom Company or Spinco pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Non-resident Holder's Company Shares, New Company Shares, or Spinco Shares will be subject to Canadian withholding tax equal to 25% of the gross amount of the dividend, or such lower rate as may be available under an applicable income tax convention, if any. The rate of withholding tax under The Canada- US Income Tax Convention (1980) (the "**Treaty**") applicable to a Non-resident Holder who is entitled to all of the benefits under the Treaty, and who holds less than 10% of the voting stock of Spinco or Company (as applicable), will be 15%. The payor of the dividend will be required to withhold the Canadian withholding tax from the dividend and remit the withheld amount to the CRA for the Non-resident Holder's account.

Taxation of Capital Gains and Capital Losses

A Non-resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of a Company Share, New Company Share or Spinco Share unless at the time of disposition the share is "taxable Canadian property", and is not "treaty-protected property".

Generally, a Company Share, New Company Share, or Spinco Share, as applicable, of the Non-resident Holder will not be taxable Canadian property of the Non-resident Holder at any time at which the share is listed on a designated stock exchange (which includes the TSXV) unless, at any time during the 60 months immediately preceding the disposition of the share,

(a) the Non-resident Holder, one or more persons with whom the Non-resident Holder does not deal at arm's length, partnerships in which the Non-resident Holder or persons with whom the Non- resident Holder does not deal at arm's length hold a membership interest in directly or indirectly through one or more partnerships, or any combination thereof, owned 25% or more of the issued shares of any class of the capital stock of Company or Spinco, as applicable, and

(b) the share derived more than 50% of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, "Canadian resource properties", "timber resource properties", and interest, rights or options in or in respect of any of the foregoing.

Shares may also be deemed to be taxable Canadian property under other provisions of the *Tax Act*.

Generally, a Company Share, New Company Share, or Spinco Share, as applicable, of the Non-resident Holder will be treaty-protected property of the Non-resident Holder at the time of disposition if at that time any income or gain of the Non-resident Holder from the disposition of the share would be exempt from Canadian income tax under Part I of the Tax Act because of a tax treaty between Canada and another country.

A Non-resident Holder who disposes or is deemed to dispose of a Company Share, New Company Share, or Spinco Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Non-resident Holder's proceeds of disposition of the share exceeds (or is exceeded by) the Non-resident Holder's ACB in the share and reasonable costs of disposition. The Non-resident Holder generally will be required to include one half of any such capital gain (taxable capital gain) in the Non-resident Holder's taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Non-resident Holder's taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading *"Holders Resident in Canada - Dissenting Company Shareholders"* will generally also apply to a Non-resident Holder who validly exercises Dissent Rights in respect of the Arrangement. The Non-resident Holder generally will be subject to Canadian federal income tax in respect of any deemed taxable dividend or capital gain or loss arising as a consequence of the exercise of Dissent Rights as discussed above under the headings *"Holders Not Resident in Canada – Taxation of Dividends" and "Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses"* respectively.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain material U.S. federal income tax consequences to a U.S. Holder (as defined below), as defined below, of the Arrangement and the ownership and disposition of New Company Shares and Spinco Shares received in the Arrangement. This summary does not address the U.S. federal income tax consequences to holders of Company Options or Company Warrants regarding the Arrangement.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations promulgated under the Code ("**Treasury Regulations**"), administrative pronouncements, rulings or practices, and judicial decisions, all as of the date of this Circular. Future legislative, judicial, or administrative modifications, revocations, or interpretations, which may or may not be retroactive, may result in U.S. federal income tax consequences significantly different from those discussed in this Circular. No legal opinion from U.S. legal counsel has been or will be sought or obtained regarding the U.S. federal income tax consequences of the Arrangement. In addition, this summary is not binding on the U.S. Internal Revenue Service (the "**IRS**"), and no ruling has been or will be sought or obtained from the IRS with respect to any of the U.S. federal income tax consequences discussed in this Circular. There can be no assurance that the IRS will not challenge any of the conclusions described in this Circular or that a U.S. court will not sustain such a challenge.

This summary is for general informational purposes only and does not address all possible U.S. federal tax issues that could apply with respect to the Arrangement. This summary does not take into account the facts unique to any particular U.S. Holder that could impact its U.S. federal income tax consequences with respect to the Arrangement. This discussion is not, and should not be, construed as legal or tax advice to a U.S. Holder. Except as explicitly provided below, this summary does not address tax reporting requirements. Each U.S. Holder should consult its own tax advisors regarding the U.S. federal income, the U.S. federal net investment income, the alternative minimum, U.S. state and local, and non-U.S. tax consequences of the Arrangement and the ownership and disposition of Company Shares, New Company Shares, or Spinco Shares.

This summary does not address the U.S. federal income tax consequences to U.S. Holders subject to special rules, including, but not limited to, U.S. Holders that: (i) are banks, financial institutions, or insurance companies; (ii) are regulated investment companies or real estate investment trusts; (iii) are brokers, dealers, or traders in securities or currencies; (iv) are tax-exempt organizations; (v) hold Company Shares (or after the Arrangement, New Company Shares or Spinco Shares) as part of hedges, straddles, constructive sales, conversion transactions, or other integrated investments; (vi) except as specifically provided below, acquire Company Shares (or after the Arrangement, New Company Shares or Spinco Shares) as compensation for services or through the exercise or cancellation of employee stock options or warrants; (vii) have a functional currency other than the U.S. dollar; (viii) own or have owned directly, indirectly, or constructively 10% or more of the voting power of all outstanding shares of the Company (and after the Arrangement, Company or Spinco); (ix) are U.S. expatriates or certain former long-term residents of the U.S.; (x) are subject to special tax accounting rules with respect to the Company Shares (and after the Arrangement, New Company Shares or Spinco Shares); (xi) are subject to the alternative minimum tax; (xii) are deemed to sell Company Shares (or after the Arrangement, New Company Shares or Spinco Shares) under the constructive sale provisions of the Code; (xiii) own or will own Company Shares, New Company Shares and/or Spinco Shares that it acquired at different times or at different market prices or that otherwise have different per share cost bases or holding periods for U.S. tax purposes; (xiv) are partnerships (or partners or other owners thereof); (xv) are S corporations (or shareholders therein); or (xvi) hold Company Shares (or after the Arrangement, New Company Shares or Spinco Shares) in connection with a trade or business, permanent establishment, or fixed base outside the United States). In addition, this discussion does not address U.S. federal tax laws other than those pertaining to U.S. federal income tax (such as U.S. federal estate or gift tax and the U.S. federal net investment income tax), nor does it address any aspects of U.S. state, local or non-U.S. taxes. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described

immediately above, should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of New Company Shares and Spinco Shares.

For the purposes of this summary, **"U.S. Holder"** means a beneficial owner of Company Shares, Spinco Shares or New Company Shares (as applicable) that is: (i) an individual who is a citizen or resident of the U.S. for U.S. federal income tax purposes; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the U.S., any U.S. state, or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust that (a) is subject to the primary jurisdiction of a court within the U.S. and for which one or more U.S. persons have authority to control all substantial decisions or (b) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

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

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

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

U.S. Federal Income Tax Consequences of the Arrangement

The Arrangement will be effected under applicable provisions of Canadian corporate law, which are technically different from analogous provisions of U.S. corporate law. Accordingly, the U.S. federal income tax consequences of certain aspects of the Arrangement are not certain. Nonetheless, the Company believes, and the following discussion assumes, that (a) the renaming and redesignation of the Company Shares as Company Class A Shares and (b) the exchange by the Company Shareholders of the Company Class A Shares for New Company Shares and Spinco Shares, taken together, will properly be treated for U.S. federal income tax purposes, under the step-transaction doctrine or otherwise, as (i) a tax-deferred exchange by the Company Shareholders of their Company Shares for New Company Shares, either under Section 1036 or Section 368(a)(l)(E) of the Code, combined with (ii) a distribution of the Spinco Shares to the Company Shareholders under Section 301 of the Code. In addition, except as discussed below, a U.S. Holder should have the same basis and holding period in his, her or its New Company Shares as such U.S. Holder had in its Company Shares immediately prior to the Arrangement.

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

Receipt of Spinco Shares pursuant to the Arrangement

Subject to the "passive foreign investment company" (**"PFIC"**) rules discussed below under "*Potential Application of the PFIC Rules to the Arrangement*", a U.S. Holder that receives Spinco Shares pursuant to the Arrangement will be treated as receiving a distribution of property in an amount equal to the fair market value of the Spinco Shares received on the distribution date (without reduction for any Canadian income or other tax withheld from such distribution). Such distribution would be taxable to the U.S. Holder as a dividend to the extent of the Company's current and accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent the fair market value of the Spinco Shares distributed exceeds the Company's adjusted tax basis in such shares (as calculated for U.S. federal income tax purposes), the Arrangement can be expected to generate additional earnings

and profits for the Company in an amount equal to the extent the fair market value of the Spinco Shares distributed by the Company exceeds the Company's adjusted tax basis in those shares for U.S. income tax purposes. Any such dividend generally will not be eligible for the "dividends received deduction" in the case of U.S. Holders that are corporations. To the extent that the fair market value of the Spinco Shares exceeds the current and accumulated earnings and profits of Company, the distribution of the Spinco Shares pursuant to the Arrangement will be treated first as a non- taxable return of capital to the extent of a U.S. Holder's tax basis in the Company Shares, with any remaining amount being taxed as a capital gain. However, the Company does not intend to calculate its earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder therefore should assume that the full fair market value of the Spinco Shares will constitute ordinary dividend income. Any such dividend generally will not be eligible for the "dividends received deduction" in the case of U.S. Holders that are corporations. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation.

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

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

Dissenting U.S. Holders

Subject to the PFIC rules discussed below under "*Potential Application of the PFIC Rules to the Arrangement*", a U.S. Holder that exercises Dissent Rights in connection with the Arrangement (a "**Dissenting U.S. Holder**") and receives cash for such U.S. Holder's Company Shares generally will recognize gain or loss in an amount equal to the difference, if any, between (a) the amount of cash received by such U.S. Holder in exchange for the Company Shares (other than amounts, if any, that are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) the adjusted tax basis of such U.S. Holder in the Company Shares surrendered, provided such U.S. Holder does not actually or constructively own any New Company Shares after the Arrangement. Such gain or loss generally will be capital gain or loss, which will be long-term capital gain or loss if the Company Shares are held for more than one year. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

If a U.S. Holder that exercises Dissent Rights in connection with the Arrangement and receives cash for such U.S. Holder's Company Shares actually or constructively owns New Company Shares after the Arrangement, all or a portion of the cash received by such U.S. Holder may be taxable as a distribution under the same rules as discussed under "Receipt of Spinco Shares pursuant to the Arrangement" above.

Potential Application of the PFIC Rules to the Arrangement

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

The determination of PFIC status is inherently factual and generally cannot be determined until the close of the taxable year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. U.S. Holders are urged to consult their own U.S. tax advisors regarding the application of the PFIC rules to the Arrangement. Certain subsidiaries and other entities in which a PFIC has a direct or indirect interest could also be PFICs with respect to a U.S. person owning an interest in the first-mentioned PFIC. The Company believes that it was a PFIC for its prior tax year and based on current business plans and financial expectations, the Company expects to be a PFIC for its current tax year and may be a PFIC in future tax years. No legal opinion of counsel or ruling from the IRS concerning the status of the Company as a PFIC has been obtained or is currently planned to be requested.

The determination of whether any corporation was, or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the course of each such tax year and, as a result, cannot be predicted with certainty as of the date of this Information Circular. Accordingly, there can be no assurance that the IRS will not challenge whether the Company was a PFIC in a prior year or whether the Company is or will be a PFIC in the current or future years. Each U.S. Holder should consult its own tax advisors regarding the PFIC status of the Company.

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

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

With respect to a Non-Electing Company Shareholder, if the Company is a PFIC or was a PFIC at any time during a U.S. Holder's holding period for his, her or its Company Shares, the default rules under Section 1291 of the Code will apply to gain recognized on any disposition of Company Shares and to "excess distributions" from Company (generally, distributions received in the current taxable year that are in excess of 125% of the average distributions received during the three preceding years (or during the U.S. Holder's holding period for the Company Shares, if shorter)). Under Section 1291 of the Code, any such gain recognized on the sale or other disposition of Company Shares and any excess distribution must be ratably allocated to each day in a Non-Electing Company Shareholder's holding period for the Company Shares. The amount of any such gain or excess distribution allocated to the tax year

of disposition or receipt of the excess distribution and to years before the Company became a PFIC, if any, would be taxed as ordinary income. The amounts allocated to any other tax year would be subject to U.S. federal income tax at the highest tax rate applicable to ordinary income in each such prior year without regard to the Non-Electing Company Shareholder's U.S. federal income tax net operating losses or other attributes and an interest charge would be imposed on the tax liability for each such year, calculated as if such tax liability had been due in each such prior year. Such Non-Electing Company Shareholders that are not corporations must treat any such interest paid as "personal interest," which is not deductible.

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

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

If the Arrangement is approved by Company Shareholders, each Company Shareholder will ultimately receive 0.2 of a Spinco Share and one New Company Share for each Company Share held by such Company Shareholder. If the Arrangement is not approved by the Company Shareholders, each Company Shareholder shall retain his, her or its Company Shares. The U.S. federal income tax consequences to a U.S. Holder related to the ownership and disposition of Spinco Shares or New Company Shares, as the case may be, will generally be the same and are described below.

In General

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

Distributions

A U.S. Holder that receives a distribution, including a constructive distribution, with respect to a Spinco Share or New Company Share will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of the distributing company, as computed for U.S. federal income tax purposes. A dividend generally will be taxed to a U.S. Holder at ordinary income tax rates if the distributing company is a PFIC. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of the distributing company, such distribution will be treated first as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the shares of the distributing company and thereafter as gain from the sale or exchange of such shares. See the discussion below under the heading "Sale or Other Taxable Disposition of Shares." However, the distributing company may not maintain the calculations of earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder should therefore assume that any distribution with respect to the Spinco Shares or New Company Shares will constitute ordinary dividend income. Dividends received on Spinco Shares or New Company Shares generally will not be eligible for the "dividends received deduction." In addition, distributions from Spinco or the Company (either on New Company Shares or Spinco Shares) will not constitute qualified dividend income eligible for the preferential tax rates applicable to long-term capital gains if the distributing company was a PFIC either in the year of the distribution or in the immediately preceding year, or if the distributing company is not eligible for the benefits of the Treaty and its shares are not readily tradable on an established securities market in the U.S. The dividend rules are complex, and each U.S. Holder should consult its own tax adviser regarding the application of such rules.

Sale or Other Taxable Disposition of Shares

Upon the sale or other taxable disposition of Spinco Shares or New Company Shares, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the U.S. dollar value of cash received plus the fair market value of any property received and such U.S. Holder's adjusted tax basis in such shares sold or

otherwise disposed of. Gain or loss recognized on such sale or other disposition generally will be long-term capital gain or loss if, at the time of the sale or other disposition, the shares have been held for more than one year.

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

Passive Foreign Investment Company Rules

If Spinco or the Company were to constitute a PFIC under the meaning of Section 1297 of the Code (as described above under "*U.S. Federal Income Tax Consequences of the Arrangement - Receipt of Spinco Shares pursuant to the Arrangement - Potential Application of the PFIC Rules to the Arrangement*") for any year during a U.S. Holder's holding period, then certain potentially adverse rules will affect the U.S. federal income tax consequences to such U.S. Holder resulting from the acquisition, ownership and disposition of Spinco Shares or New Company Shares, as applicable. Based on current business plans and financial expectations, the Company expects to be a PFIC in the tax year in which the Arrangement is completed and may be a PFIC in future tax years. The Company also expects that Spinco likely will be a PFIC for its initial tax year and may be a PFIC in future tax years. No opinion of legal counsel or ruling from the IRS concerning the status of the Company or Spinco as a PFIC has been obtained or is currently planned to be requested. The determination of whether any corporation was, or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the course of each such tax year and, as a result, cannot be predicted with certainty as of the date of this Information Circular. Accordingly, there can be no assurance that the IRS will not challenge whether the Company (or a Subsidiary PFIC as defined below) was a PFIC in a prior year or whether Spinco or the Company is a PFIC in the current or future years. Each U.S. Holder should consult its own tax advisors regarding the PFIC status of Spinco, the Company and any of their Subsidiary PFICs.

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

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

Default PFIC Rules Under Section 1291 of the Code

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

A Non-Electing Shareholder will be subject to the rules of Section 1291 of the Code (described below) with respect to (a) any gain recognized on the sale or other taxable disposition of Spinco Shares or New Company Shares, as applicable, and (b) any excess distribution received on the Spinco Shares or New Company Shares, as applicable. A distribution generally will be an "excess distribution" to the extent that such distribution (together with all other

distributions received in the current tax year) exceeds 125% of the average distributions received during the three preceding tax years (or during a U.S. Holder's holding period for the applicable shares, if shorter).

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

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

QEF Election

A U.S. Holder that makes a timely and effective QEF Election for the first tax year in which its holding period of its Spinco Shares or New Company Shares, as applicable, begins generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to those shares. A U.S. Holder that makes a timely and effective QEF Election will be subject to U.S. federal income tax on such U.S. Holder's pro rata share of (a) the net capital gain of Spinco or the Company, as applicable, which will be taxed as long-term capital gain to such U.S. Holder, and (b) the ordinary earnings of Spinco or the Company, as applicable, which will be taxed as ordinary income to such U.S. Holder. Generally, "net capital gain" is the excess of (a) net long-term capital gain over (b) net short- term capital loss, and "ordinary earnings" are the excess of (a) "earnings and profits" over (b) net capital gain. A U.S. Holder that makes a QEF Election will be subject to U.S. federal income tax on such amounts for each tax year in which Spinco or the Company, as applicable, is a PFIC, regardless of whether such amounts are actually distributed to such U.S. Holder. However, for any tax year in which Spinco or the Company, as applicable, is a PFIC and has no net income or gain as determined for U.S. income tax purposes, U.S. Holders that have made a QEF Election would not have any income inclusions as a result of the QEF Election. If a U.S. Holder that made a QEF Election has an income inclusion, such a

U.S. Holder may, subject to certain limitations, elect to defer payment of current U.S. federal income tax on such amounts, subject to an interest charge. If such U.S. Holder is not a corporation, any such interest paid will be treated as "personal interest," which is not deductible.

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

The procedure for making a QEF Election, and the U.S. federal income tax consequences of making a QEF Election, will depend on whether such QEF Election is timely. A QEF Election will be treated as "timely" if such QEF Election is made for the first year in the U.S. Holder's holding period for the Spinco Shares or New Company Shares in which Spinco or the Company, as applicable, was a PFIC. A U.S. Holder may make a timely QEF Election by filing the appropriate QEF Election documents at the time such U.S. Holder files a U.S. federal income tax return for such year. If a U.S. Holder does not make a timely and effective QEF Election for the first year in the U.S. Holder's holding period for the Spinco Shares or New Company Shares, the U.S. Holder may still be able to make a timely and effective

QEF Election in a subsequent year if such U.S. Holder meets certain requirements and makes a "purging" election to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above) as if such shares were sold for their fair market value on the day the QEF Election is effective. If a U.S. Holder owns PFIC stock indirectly through another PFIC, separate QEF Elections must be made for the PFIC in which the U.S. Holder is a direct shareholder and the Subsidiary PFIC in order for the QEF rules to apply to both PFICs.

A QEF Election will apply to the tax year for which such QEF Election is timely made and to all subsequent tax years, unless such QEF Election is invalidated or terminated or the IRS consents to revocation of such QEF Election. If a

U.S. Holder makes a QEF Election and, in a subsequent tax year, Spinco or the Company ceases to be a PFIC, the QEF Election will remain in effect (although it will not be applicable) during those tax years in which Spinco or the Company, as applicable, is not a PFIC. Accordingly, if Spinco or the Company becomes a PFIC in another subsequent tax year, the QEF Election will be effective and the U.S. Holder will be subject to the QEF rules described above during any subsequent tax year in which Spinco or the Company, as applicable, qualifies as a PFIC.

U.S. Holders should be aware that there can be no assurances that Spinco or the Company will satisfy the record keeping requirements that apply to a QEF for the current or future years, or that Spinco or the Company will supply U.S. Holders with information that such U.S. Holders require to report under the QEF rules, in the event that Spinco or the Company is a PFIC. Neither Spinco nor the Company commits to provide information to its shareholders that would be necessary to make a QEF Election with respect to Spinco or the Company for any year in which it is a PFIC. Thus, U.S. Holders may not be able to make a QEF Election with respect to their Spinco Shares or New Company Shares (or with respect to any Subsidiary PFIC). Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a QEF Election.

A U.S. Holder makes a QEF Election by attaching a completed IRS Form 8621, including a PFIC Annual Information Statement, to a timely filed United States federal income tax return. However, if Spinco or the Company does not provide the required information with regard to Spinco, the Company or any of their Subsidiary PFICs, U.S. Holders will not be able to make a QEF Election for such entity and will continue to be subject to the rules discussed above that apply to Non-Electing Shareholders with respect to the taxation of gains and excess distributions.

Mark-to-Market Election

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

A U.S. Holder that makes a Mark-to-Market Election with respect to its Spinco Shares or New Company Shares generally will not be subject to the rules of Section 1291 of the Code discussed above with respect to such shares. However, if a U.S. Holder does not make a Mark-to-Market Election beginning in the first tax year of such

U.S. Holder's holding period for such shares or such U.S. Holder has not made a timely QEF Election, the rules of Section 1291 of the Code discussed above will apply to certain dispositions of, and distributions on, those shares.

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

shares, over (b) the fair market value of such shares (but only to the extent of the net amount of previously included income as a result of the Mark-to-Market Election for prior tax years).

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

A U.S. Holder makes a Mark-to-Market Election by attaching a completed IRS Form 8621 to a timely filed United States federal income tax return. A Mark-to-Market Election applies to the tax year in which such Mark-to-Market Election is made and to each subsequent tax year, unless the Spinco Shares or New Company Shares, as applicable, cease to be "marketable stock" or the IRS consents to revocation of such election. Each U.S. Holder should consult its own tax advisors regarding the availability of, and procedure for making, a Mark-to-Market Election.

Although a U.S. Holder may be eligible to make a Mark-to-Market Election with respect to the Spinco Shares or New Company Shares, no such election may be made with respect to the stock of any Subsidiary PFIC that a U.S. Holder is treated as owning, because such stock is not marketable. Hence, the Mark-to-Market Election will not be effective to eliminate the application of the default rules of Section 1291 of the Code described above with respect to deemed dispositions of Subsidiary PFIC stock or distributions from a Subsidiary PFIC.

Other PFIC Rules

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

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

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

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

Additional Considerations

Foreign Tax Credit

Dividends paid on the Spinco Shares or New Company Shares will be treated as foreign-source income, and generally will be treated as "passive category income" or "general category income" for U.S. foreign tax credit purposes. Any gain or loss recognized on a sale or other disposition of Spinco Shares or New Company Shares generally will be United States source gain or loss. Certain U.S. Holders that are eligible for the benefits of the Treaty may elect to treat such gain or loss as Canadian source gain or loss for U.S. foreign tax credit purposes. The Code applies various complex limitations on the amount of foreign taxes that may be claimed as a credit by U.S. taxpayers. In addition,

Treasury Regulations that apply to foreign taxes paid or accrued (the "**Foreign Tax Credit Regulations**") impose additional requirements for Canadian withholding taxes to be eligible for a foreign tax credit, and there can be no assurance that those requirements will be satisfied.

Subject to the PFIC rules and the Foreign Tax Credit Regulations, each as discussed above, a U.S. Holder that pays (whether directly or through withholding) Canadian income tax in connection with the Arrangement or in connection with the ownership or disposition of Spinco Shares or New Company Shares may elect to deduct or credit such Canadian income tax paid. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a tax year. The foreign tax credit rules are complex and involve the application of rules that depend on a U.S. Holder's particular circumstances. Each U.S. Holder should consult its own U.S. tax advisors regarding the foreign tax credit rules.

Receipt of Foreign Currency

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

Each U.S. Holder should consult its own U.S. tax advisors regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars.

Information Reporting and Backup Withholding Tax

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

Payments made within the U.S. or by a U.S. payor or U.S. middleman, of (a) distributions on the Spinco Shares or New Company Shares, (b) proceeds arising from the sale or other taxable disposition of Spinco Shares or New Company Shares, or (c) any payments received in connection with the Arrangement (including, but not limited to, U.S. Holders exercising dissent rights under the Arrangement) generally may be subject to information reporting and backup withholding tax, at the current rate of 24% if a U.S. Holder (i) fails to furnish its correct U.S. taxpayer identification number (generally on IRS Form W-9), (ii) furnishes an incorrect U.S. taxpayer identification number, (iii) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (iv) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct

U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax. However, certain exempt persons generally are excluded from these information reporting and backup withholding rules. Any amounts withheld under the U.S. backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes

required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisors regarding the information reporting and backup withholding rules.

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

SECURITIES LAW CONSIDERATIONS

The following is a brief summary of the securities law considerations applicable to the transactions contemplated herein.

Canadian Securities Laws and Resale of Securities

Each Company Shareholder is urged to consult such holder's professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Spinco Shares.

Company is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario. The Company Shares are currently listed and posted for trading on the TSXV.

Upon completion of the Arrangement, it is expected that Spinco will be a reporting issuer in British Columbia, Alberta and Ontario. Spinco intends to complete an equity financing and seek a listing of the Spinco Shares on a Canadian stock exchange. There can be no assurances that Spinco will be able to complete a financing or attain a listing on any stock exchange.

The issuance of the New Company Shares and Spinco Shares pursuant to the Arrangement will constitute a distribution of securities, which is exempt from the prospectus requirements of Canadian securities legislation. The New Company Shares and Spinco Shares issued to Company Shareholders may be resold in each of the provinces and territories of Canada provided the holder is not a 'control person' as defined in the applicable Securities Legislation, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale.

After the Arrangement, Company Options, Company RSUs, and Company Warrants will be transferable/non-transferable in accordance with their terms and conditions.

U.S. Securities Laws

The following discussion is a general overview of certain requirements of U.S. federal securities laws that may be applicable to U.S. Securityholders. All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of the New Company Shares and Spinco Shares, as applicable, received pursuant to the Plan of Arrangement complies with applicable securities legislation. **Further information applicable to U.S. Securityholders is disclosed under the heading** “*Note to United States Securityholders*”.

The following discussion does not address the Canadian securities laws that will apply to the issue or distribution of the New Company Shares and Spinco Shares or the resale of these shares by U.S. Shareholders within Canada. U.S. Shareholders reselling their New Company Shares and Spinco Shares in Canada must comply with Canadian securities laws, as outlined elsewhere in this Information Circular.

Exemption from the Registration Requirements of the U.S. Securities Act

The Spinco Shares and New Company Shares to be issued to Company Shareholders in exchange for Company Shares under the Plan of Arrangement have not been and will not be registered under the U.S. Securities Act or any state securities laws, and are being issued and exchanged in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act (the “**U.S. Securities Act**”) on the basis of the Final Order of the Court, and similar

exemptions from registration under applicable state securities laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Final Order, if granted, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the Spinco Shares and New Company Shares to be issued to Compay Shareholders in exchange for their Company Shares pursuant to the Arrangement. See *"Approval of the Arrangement – Court Approval of the Arrangement"* above.

Resales of Spinco Shares and New Company Shares after the Effective Date

The Spinco Shares and New Company Shares to be issued to Company Shareholders in exchange for their Company Shares pursuant to the Arrangement will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" of Spinco or the Company, respectively, after the Effective Date, or were "affiliates" of Spinco or the Company, respectively, within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such Spinco Shares or New Company Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom.

Persons who are affiliates of Spinco or the Company, as applicable, after the Effective Date, or within 90 days immediately preceding the Effective Date, may not sell their Spinco Shares and New Company Shares that they receive pursuant to the Plan of Arrangement in the absence of registration under the U.S. Securities Act, unless an exemption from such registration is available, such as the exemption provided by Rule 144 under the U.S. Securities Act. In addition, such affiliates (and former affiliates) may resell such Spinco Share and New Company Shares outside the United States pursuant to Regulation S.

The foregoing discussion is only a general overview of the requirements of United States securities laws for the resale of the Spinco Shares and New Company Shares received pursuant to the Plan of Arrangement. Holders of Spinco Shares and New Company Shares are urged to seek legal advice prior to any resale of such securities to ensure that the resale is made in compliance with the requirements of applicable securities legislation.

INFORMATION CONCERNING YORK HARBOUR METALS INC.. POST-ARRANGEMENT

For further information concerning the Company post-Arrangement, see Schedule "F" attached to this Information Circular. Additional information relating to the Company is available on SEDAR at www.sedar.com.

INFORMATION CONCERNING SPINCO POST-ARRANGEMENT

For further information concerning Spinco post-Arrangement, see Schedule "G" attached to this Information Circular.

OTHER MATTERS

Management is not aware of any matters to come before the Meeting other than those set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Company Shareholders may contact the Company at 778.302.2257 to request copies of the Company's financial statements and management's discussion and analysis.

DIRECTOR'S APPROVAL

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

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

BY ORDER OF THE COMPANY BOARD
(signed) "Andrew Lee"
Managing Director

SCHEDULE "A"

ARRANGEMENT RESOLUTION

(see attached)

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE COMPANY SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving York Harbour Metals Inc., a corporation existing under the laws of the Province of British Columbia ("**Company**"), its shareholders and Phoenix Gold Resources (Holdings) Ltd., a corporation existing under the laws of the Province of British Columbia ("**Spinco**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Company dated June 21, 2023 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3. The arrangement agreement (the "**Arrangement Agreement**") between Company and Spinco dated June 12, 2023 and all the transactions contemplated therein, the actions of the directors of Company in approving the Arrangement and the actions of the directors and officers of Company in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Company or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Company are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Company:

    (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

    (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

5. Any one director or officer of Company is hereby authorized and directed, for and on behalf and in the name of the Company, to execute and deliver, whether under the corporate seal of the Company or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

    (a) all actions required to be taken by or on behalf of Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

    (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Company;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

.

SCHEDULE "B"

PLAN OF ARRANGEMENT UNDER THE PROVISIONS OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions.

In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "**Arrangement Agreement**" means the arrangement agreement dated as of June 12, 2023 between the Company and Spinco, as may be supplemented or amended from time to time;

(b) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA;

(c) "**Arrangement Resolution**" means the special resolution of the Company Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA, in the form attached as Schedule "A" hereto;

(d) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;

(e) "**BCBCA**" means the Business Corporations Act, S.B.C. 2002, c. 57, as amended;

(f) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

(g) "**Company**" means York Harbour Metals Inc., a corporation existing under the laws of the Province of British Columbia;

(h) "**Company Board**" means the board of directors of the Company;

(i) "**Company Class A Shares**" means the renamed and re-designated Company Shares as described in §3.13.1(b)(i) of this Plan of Arrangement;

(j) "**Company Meeting**" means the annual and special meeting of the Company Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;

(k) "**Company Shareholder**" means a holder of Company Shares;

(l) "**Company Shares**" means the common shares without par value in the capital of the Company as the same are constituted on the date hereof;

(m) "**Court**" means the Supreme Court of British Columbia;

(n) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement;

(o) "**Dissent Rights**" means the rights of dissent granted in favour of registered holders of Company Shares in accordance with Article 5 of this Plan of Arrangement;

(p) "**Dissenting Share**" has the meaning given in §3.1(a) of this Plan of Arrangement;

(q) "**Dissenting Shareholder**" means a registered holder of Company Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(r) "**Effective Date**" shall be the date of the closing of the Arrangement;

(s) "**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as agreed to in writing by the Company and Spinco;

(t) "**Final Order**" means the final order of the Court approving the Arrangement;

(u) "**Information Circular**" means the management information circular of the Company, including all schedules thereto, to be sent to the Company Shareholders in connection with the Company Meeting, together with any amendments or supplements thereto;

(v) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Company Meeting and the Arrangement;

(w) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Company Shareholders together with the Information Circular;

(x) "**New Company Shares**" means a new class of voting common shares without par value which the Company will create and issue as described in §3.1(b)(ii) of this Plan of Arrangement and for which the Company Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Company Shares;

(y) "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended from time to time;

(z) "**Share Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Company Shareholders entitled to receive New Company Shares and Spinco Shares pursuant to this Plan of Arrangement or such other date as the Company Board may select;

(aa) "**Spinco**" means Phoenix Gold Resources (Holdings) Ltd., a corporation existing under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company;

(bb) "**Spinco Board**" means the board of directors of Spinco;

(cc) "**Spinco Shares**" means the common shares without par value in the capital of Spinco;

(dd) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;

(ee) "**TSXV**" means the TSX Venture Exchange Inc.; and

(ff) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended.

1.2 Interpretation Not Affected by Headings.

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article,

section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

1.4 Meaning.

Words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA, unless the context otherwise requires.

1.5 Date for any Action.

If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 Governing Law.

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Arrangement Effectiveness.

The Arrangement and this Plan of Arrangement shall become final and conclusively binding on the Company, and the Company Shareholders (including Dissenting Shareholders) at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3
THE ARRANGEMENT

3.1 The Arrangement.

Commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of the Company or Spinco, but subject to the provisions of ARTICLE 5:

(a) each Company Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissenting Share**") shall be directly transferred and assigned by such Dissenting Shareholder to the Company, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Company Shareholders other than the right to be paid the fair value for their Company Shares by the Company;

(b) the authorized share structure of the Company shall be altered by:

(i) renaming and re-designating all of the issued and unissued Company Shares as "Class A common shares without par value" with terms and special rights and restrictions identical

to those of the Company Shares immediately prior to the Effective Time, being the "Company Class A Shares; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Company Shares immediately prior to the Effective Time, being the "New Company Shares";

(c) the Company's Notice of Articles shall be amended to reflect the alterations in §3.1(b);

(d) each issued and outstanding Company Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Company Share; and (ii) 0.2 of a Spinco Share, the holders of the Company Class A Shares will be removed from the central securities register of Company as the holders of such and will be added to the central securities register of Company as the holders of the number of New Company Shares that they have received on the exchange set forth in this §3.1(d), and the Spinco Shares transferred to the then holders of the Company Class A Shares will be registered in the name of the former holders of the Company Class A Shares and Company will provide Spinco and its Transfer Agent notice to make the appropriate entries in the central securities register of Spinco; and

(e) the Company Class A Shares, none of which will be issued or outstanding once the exchange in §3.1(d) is completed, will be cancelled and the appropriate entries made in the central securities register of Company and the authorized share structure of Company will be amended by eliminating the Company Class A Shares, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Company Shares will be equal to that of the Company Shares immediately prior to the Effective Time less the fair market value of the Spinco Shares distributed pursuant to §3.1(d).

3.2 No Fractional Shares.

Notwithstanding any other provision of this Arrangement, no fractional Spinco Shares shall be distributed to the Company Shareholders, and as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Spinco Shares not distributed as a result of so rounding down shall be cancelled by Spinco.

3.3 Share Distribution Record Date.

In §3.1(d) the reference to a holder of a Company Class A Share shall mean a person who is a Company Shareholder on the Share Distribution Record Date, subject to the provisions of ARTICLE 5.

3.4 Deemed Time for Redemption.

In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the exchange of Company Class A Shares for New Company Shares and Spinco Shares set out in §3.1(d) shall occur and shall be deemed to occur immediately after the time of listing of the New Company Shares on the TSXV on the Effective Date.

3.5 Deemed Fully Paid and Non-Assessable Shares.

All New Company Shares, Company Class A Shares and Spinco Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 Supplementary Actions.

Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Company and Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence,

any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 Withholding.

Each of the Company and Spinco shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Company Shares or Spinco Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Company Shares or Spinco Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.8 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.9 U.S. Securities Law Matters.

The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4
CERTIFICATES

4.1 Company Class A Shares.

Recognizing that the Company Shares shall be renamed and redesignated as Company Class A Shares pursuant to §3.1(b)(i) and that the Company Class A Shares shall be exchanged partially for New Company Shares pursuant to §3.1(d), Company shall not issue replacement share certificates representing the Company Class A Shares.

4.2 Spinco Share Certificates.

As soon as practicable following the Effective Date, the Company or Spinco shall deliver or cause to be delivered to the Transfer Agent certificates representing the Spinco Shares required to be distributed to registered holders of Company Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(d) of this Plan of Arrangement, which certificates shall be held by the Transfer Agent as agent and nominee for such holders for distribution thereto.

4.3 New Company Share Certificates.

As soon as practicable following the Effective Date, the Company shall deliver or cause to be delivered to the Transfer Agent certificates representing the New Company Shares required to be issued to registered holders of Company Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(d) of this Plan of Arrangement, which certificates shall be held by the Transfer Agent as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 Interim Period.

Any Company Shares traded after the Share Distribution Record Date will represent New Company Shares as of the Effective Date and shall not carry any rights to receive Spinco Shares.

ARTICLE 5
RIGHTS OF DISSENT

5.1 Dissent Right.

Registered holders of Company Shares may exercise Dissent Rights with respect to their Company Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Company at least two Business Days before the day of the Company Meeting or any adjournment or postponement thereof.

5.2 Dealing with Dissenting Shares.

Company Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares by the Company shall be deemed to have transferred their Dissenting Shares to Company for cancellation as of the Effective Time pursuant to §3.1(a); or

(b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Company Shareholder and shall receive New Company Shares and Spinco Shares on the same basis as every other non-dissenting Company Shareholder;

but in no case shall Company be required to recognize such persons as holding Company Shares on or after the Effective Date.

5.3 Reservation of Spinco Shares.

If a Company Shareholder exercises Dissent Rights, the Company shall, on the Effective Date, set aside and not distribute that portion of the Spinco Shares which is attributable to the Company Shares for which Dissent Rights have been exercised. If the dissenting Company Shareholder is ultimately not entitled to be paid for their Dissenting Shares, the Company shall distribute to such Company Shareholder his or her pro rata portion of the Spinco Shares. If a Company Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then the Company shall retain the portion of the Spinco Shares attributable to such Company Shareholder and such shares will be dealt with as determined by the Company Board in its discretion.

ARTICLE 6
DELIVERY OF SHARES

6.1 Delivery of Shares.

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Company Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the New Company Shares and a certificate representing the Spinco Shares that such holder is entitled to receive in accordance with §3.1 hereof.

(b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Company Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Company Shares and a certificate representing the Spinco Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 Lost Certificates.

If any certificate that immediately prior to the Effective Time represented one or more outstanding Company Shares that were exchanged for New Company Shares and Spinco Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Company Shares and Spinco Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Company Shares and Spinco Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Company Shares and Spinco Shares give a bond satisfactory to Company, Spinco and the Depositary in such amount as Company, Spinco and the Depositary may direct, or otherwise indemnify Company, Spinco and the Depositary in a manner satisfactory to Company, Spinco and the Depositary, against any claim that may be made against Company, Spinco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Company.

6.3 Distributions with Respect to Unsurrendered Certificates.

No dividend or other distribution declared or made after the Effective Time with respect to New Company Shares or Spinco Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Company Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Company Shares and Spinco Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Company Shares and/or Spinco Shares, as applicable.

6.4 Limitation and Proscription.

To the extent that a former Company Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the "Final Proscription Date"), then the New Company Shares and Spinco Shares that such former Company Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Company Shares and Spinco Shares to which such Company Shareholder was entitled, shall be delivered to Spinco (in the case of the Spinco Shares) or Company (in the case of the New Company Shares) by the Depositary and certificates representing such New Company Shares and Spinco Shares shall be cancelled by Company and Spinco, as applicable, and the interest of the former Company Shareholder in such New Company Shares and Spinco Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 Paramountcy.

From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Company Shares, Company Options or Company Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Company Shares, Spinco, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS & WITHDRAWAL

7.1 Amendments.

The Company, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Company Meeting, approved by the Court.

7.2 Amendments Made Prior to or at the Company Meeting.

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to or at the Company Meeting with or without any prior notice or communication, and if so proposed and accepted by the Company Shareholders voting at the Company Meeting, shall become part of this Plan of Arrangement for all purposes.

7.3 Amendments Made After the Company Meeting.

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company after the Company Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Company Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by the Company, provided that it concerns a matter which, in the reasonable opinion of the Company, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Company Shares or Spinco Shares.

7.4 Withdrawal.

Notwithstanding any prior approvals by the Court or by Company Shareholders, the Company Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Company Shareholders.

SCHEDULE "C"

INTERIM ORDER

(see attached)

No. S234287
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57

IN THE MATTER OF A PROPOSED ARRANGEMENT PURSUANT TO S. 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C. 57

YORK HARBOUR METALS INC.

PETITIONER

ORDER MADE AFTER APPLICATION
(INTERIM ORDER)

BEFORE	Master Harper		Thursday, June 15, 2023

ON THE APPLICATION of the petitioner, York Harbour Metals Inc., without notice, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on Thursday, June 15, 2023 and on hearing Shaun Driver, counsel to the petitioner, and on reading the affidavit of Andrew Lee made June 13, 2023:

THIS COURT ORDERS that:

1. York Harbour Metals Inc. ("**York Harbour**") is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of the holders of common shares (the "**Shareholders**") of York Harbour (each, a "**York Harbour Share**") to be held at 11 a.m. (Vancouver Time) on Wednesday, July 26, 2023 at 700-595 Burrard Street, Vancouver, BC, V7X 1S8 or such other location to be determined by York Harbour.

2. At the Meeting, the Shareholders will, *inter alia*, consider, and if deemed advisable, approve, with or without variation, a special resolution (the "**Arrangement**

Resolution") adopting, with or without amendment, the proposed plan of arrangement (the "**Arrangement**"), copies of which are attached as Schedules "A" and "B" to the Information Circular which is attached as Exhibit "D" to the Affidavit #1 of Andrew Lee dated June 13, 2023 (the "**Affidavit**") and filed herein (the "**Information Circular**").

3. The Meeting will be called, held and conducted in accordance with the Notice of Special Meeting, and Information Circular and form of proxy (together, the "**Meeting Materials**") to be delivered to the Shareholders in substantially the form attached as Exhibit "D" to the Affidavit, and in accordance with applicable provisions of the *Business Corporations Act*, S.B.C. 2002, c. 57 ("**BCBCA**"), the Articles of York Harbour, the Securities Act R.S.B.C. 1996, c. 418, as amended (the "**Securities Act**"), related rules and policies, the terms of this Order (the "**Interim Order**") and any further Order of this Court, the rulings and directions of the Chairman of the Meeting, and, to the extent of any inconsistency or discrepancy between the Interim Order and the terms of any of the foregoing, the Interim Order will govern.

4. The record date for determination of the Shareholders entitled to receive the Meeting Materials was the close of business (Vancouver time) on June 15, 2023 (the "**Record Date**") and as disclosed in the Meeting Materials.

Notice of Meeting

5. York Harbour will mail or deliver to the Shareholders in paper or electronic format or any combination of those, the Meeting Materials with such amendments as counsel for York Harbour may advise are necessary or desirable, provided they are not inconsistent with the terms of the Interim Order in this proceeding. York Harbour will mail or deliver the Meeting Materials to the Shareholders at least 21 days before the date of the Meeting, excluding the dates of mailing or delivery and the Meeting, in accordance with the BCBCA and National Instrument 54-101 of the Canadian Securities Administrators – *Communication with Beneficial Owners of Securities of a Reporting Issuer*. Distribution to Shareholders shall be to their addresses as they appear on the books and records of York Harbour as of the Record Date, or such later date as York Harbour may determine in accordance with the BCBCA. That mailing or delivery will be valid and timely notice of the Meeting by York Harbour to Shareholders.

6. The Record Date for Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

7. The accidental failure or omission by York Harbour to give notice of the Meeting or the Petition to any person in accordance with this Interim Order, as a result of mistake or of events beyond the reasonable control of York Harbour (including, without limitation, any inability to utilize postal services) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such accidental failure or omission is brought to the attention of York Harbour, then it shall use its commercially reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances. Such rectified notice shall be deemed to be good and sufficient notice of the Meeting and/or the Petition, as the case may be.

8. York Harbour is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials (collectively "**Additional Information**") in accordance with the terms of the Arrangement, as York Harbour may determine to be necessary or desirable and notice of such Additional Information may be communicated to Shareholders by news release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed.

9. The mailing or delivery of the Meeting Materials will be valid and timely service of the Petition and the Affidavit on, and Notice of Hearing of the Petition to, all Shareholders entitled to be served or receive notice. No other form of service or notice need be made or given. No other material need be served on Shareholders in respect of this proceeding.

Voting

10. The persons entitled to attend the Meeting will be Shareholders of record as of the close of business (Vancouver time) on the Record Date, their respective proxies, the officers, directors and advisors of York Harbour and such other persons who receive the consent of the Chairman of the Meeting to attend.

11. The only persons permitted to vote at the Meeting will be the registered Shareholders as of the close of business (Vancouver time) on the Record Date or their valid

proxy holders as described in the Information Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined) and legal counsel to York Harbour.

12. A quorum for the Meeting will be the quorum required by the Articles of York Harbour.

13. The Arrangement Resolution approving the Arrangement as set forth in the Plan of Arrangement will be effective if passed by not less than 66 2/3% of the votes cast by the Shareholders of record as of the close of business on the Record Date, either present, by telephone, in person or by proxy at the Meeting.

14. In all other respects, the terms, restrictions and conditions of York Harbour's constating documents, including quorum requirements, apply in respect of the Meeting.

15. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

16. Notwithstanding any provision of the BCBCA or the Articles of York Harbour, York Harbour may adjourn or postpone the Meeting from time to time without the need for the approval of this Court, and without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement of the Meeting shall be given by press release, by newspaper advertisement, by email or by mail, as determined by York Harbour to be the most appropriate method of communication.

17. At any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent reconvening of the Meeting.

18. York Harbour may make, subject to the terms of the Arrangement Agreement, such amendments, modifications or supplements to the Plan of Arrangement at any time and from time to time prior to the Meeting. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and approval by this Court at the final hearing for the approval of the Arrangement and, if the Court directs, approved by and communicated to the Shareholders, unless the amendments, modifications or supplements concern a matter which, in the reasonable opinion of York Harbour, is of an administrative nature required to better give effect to the implementation of the Arrangement and is not materially adverse to the financial or economic interests of any Shareholder.

19. A representative of York Harbour's registrar and transfer agent (or any agent thereof) (the "**Scrutineer**") will be authorized to act as scrutineer for the Meeting.

20. York Harbour is authorized to permit the Shareholders to vote by proxy using the form of proxy, in substantially the same form as attached as Exhibit "B" to the Affidavit. York Harbour is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communications as it may determine.

21. York Harbour may in its discretion waive the time limits for deposit of proxies by Shareholders if York Harbour deems it reasonable to do so.

Dissent

22. Registered Shareholders will have the right to dissent from the Arrangement Resolution and to be paid the fair value of their York Harbour Shares, as if ss. 237 to 247 of the BCBCA, as modified by Article 5 of the Plan of Arrangement, the Interim Order and the Final Order (as defined below), applied to the proposed Arrangement. A dissenting Shareholder who does not strictly comply with the dissent procedures in ss. 237 to 247 of the BCBCA, as modified by Article 5 of the Plan of Arrangement, the Interim Order and the Final Order, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder.

23. A Beneficial Shareholder (as defined in the Information Circular) who wishes to exercise a right of dissent must arrange with the Registered Shareholder holding its York Harbour Shares to deliver the Dissent Notice.

24. A Dissent Notice must specify the name and address of the dissenting registered Shareholder of York Harbour (the "**Dissenting Shareholder**"), the number of York Harbour Shares in respect of which the Dissent Notice is being given (the "**Dissent Shares**"), and:

(a) if the Dissent Notice is being given by the Dissenting Shareholder on its own behalf, the Dissent Notice must specify that either:

(i) the Dissent Shares constitute all of the York Harbour Shares of which the Dissenting Shareholder is the registered and beneficial owner; or

(ii) the Dissent Shares constitute all of the York Harbour Shares of which the Dissenting Shareholder is the registered owner and the number of York Harbour Shares of which the Dissenting Shareholder is the beneficial owner but not the registered owner, and in respect of such shares, the names of the registered owners of such shares, the number of such shares held by each of them and confirmation that notices of dissent are being, or have been sent, in respect of all such shares.

(b) if the Dissent Notice is being given by the Dissenting Shareholder on behalf of another person who is the beneficial owner of the Dissent Shares, the Dissent Notice must:

(i) specify the name and address of the beneficial owner;

(ii) state that the Dissent Shares represent all of the shares beneficially owned by the beneficial owner for which the Dissenting Shareholder is the registered owner; and

(iii) include a statement from the beneficial owner of the Dissenting Shares identifying the number of York Harbour Shares of which the beneficial owner is either the registered owner or the beneficial owner and, in respect of any such shares which are not Dissent Shares, the names of the registered owners of such shares, the number of such shares held by each of them and confirmation that notices of dissent are being, or have been sent, in respect of all such shares.

25. A Dissenting Shareholder delivering such written statement may not withdraw from its dissent and, at 12:01 a.m. (Vancouver time) on the date the Arrangement becomes effective, will be deemed to have transferred to York Harbour all of the York Harbour Shares it holds, free and clear of any liens, charges, security interests or other encumbrances whatsoever.

If York Harbour does not proceed with the Arrangement, York Harbour will return to the appropriate Dissenting Shareholders any Dissent Shares in its possession.

26. York Harbour will pay to each Dissenting Shareholder the amount agreed between York Harbour and the Dissenting Shareholder for its York Harbour Shares.

27. Either York Harbour or a Dissenting Shareholder may apply to this Court pursuant to the BCBCA if no agreement on the terms of the sale of the common shares of York Harbour held by the Dissenting Shareholder has been reached and the Court may:

(a) determine the fair value that the York Harbour Shares had immediately before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the Arrangement, unless exclusion would be inequitable, or order that such fair value be established by arbitration or by reference to the Registrar, or a Referee of this Court;

(b) join in the application each other Dissenting Shareholder which has not reached an agreement for the sale of its York Harbour Shares to York Harbour; and

(c) make such consequential shares orders and give directions it considers appropriate.

Final Approval

28. York Harbour will include in the Meeting Materials a copy of the Interim Order and will make available to any Shareholder requesting same, a copy of the Petition herein and the Affidavit (collectively, the "**Court Materials**"). The service of the Petition and Affidavit in support of the within proceedings to any Shareholder requesting same is hereby dispensed with.

29. Delivery of the Court Materials given in accordance with this Interim Order will constitute good, sufficient and timely service of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service need be made and no other material need to be served on such persons in respect of these proceedings.

30. Upon the approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, York Harbour may apply for an order of this Honourable Court approving the Plan of Arrangement (the "**Final Order**") and that the Petition be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. on Tuesday, August 1, 2023 or such later date as counsel for York Harbour may be heard.

31. The Court shall consider at the hearing for the Final Order, the fairness of the terms and conditions of the Arrangement, as provided for in the Arrangement, and the rights and interest of every person affected thereby.

Response to Petition

32. Any Shareholder may appear on the application for approval of the proposed Arrangement by this Court, provided they file with this Court and deliver to the solicitors for York Harbour by 4:00 p.m. (Vancouver time) on Thursday, July 27, 2023, a Response to Petition setting out their address for service, and all evidence they intend to present to this Court.

33. If the application for approval of the proposed Arrangement is adjourned, only those persons who have filed and delivered a Response to Petition, in accordance with paragraph 32 above, need to be notified of the adjourned date.

Precedence

34. To the extent of any inconsistency between this Order and the Articles of York Harbour, the Information Circular, the BCBCA or applicable securities law, this Order shall govern.

Variance

35. York Harbour is at liberty to apply to Court to vary the Interim Order.

36. Rules 8-1, 8-2, 16-1 and Part 4 of the Supreme Court Civil Rules will not apply to any further applications in respect of this proceeding, including the application for approval of the proposed Arrangement application and any application to vary the Interim Order.

37. This Court shall seek and request the aid and recognition of any court or judicial, regulatory or administrative body in any Province of Canada, and judicial, regulatory or

administrative tribunal or other court constituted pursuant to the Parliament of Canada or legislature of any Province, and any court or judicial, regulatory, or administrative body of the United States or any other country, to act in aid of, and to assist this Honourable Court in carrying out, the terms of this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Shaun C. Driver
Signature of the Lawyer for the Petitioner

BY THE COURT

Registrar

CHECKED

No. S234287
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57

IN THE MATTER OF A PROPOSED ARRANGEMENT PURSUANT TO S. 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C. 57

YORK HARBOUR METALS INC.
PETITIONER

ORDER MADE AFTER APPLICATION

Boughton Law Corporation
700 – Three Bentall Centre
595 Burrard Street
P.O. Box 49290
Vancouver, BC V7X 1S8

Tel: (604) 687-6789

File #94834.1

SCHEDULE "D"

NOTICE OF HEARING FOR FINAL ORDER

No. S234287
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57

IN THE MATTER OF A PROPOSED ARRANGEMENT PURSUANT TO S. 288 OF THE *BUSINESS CORPORATIONS ACT,* S.B.C. 2002, C. 57

YORK HARBOUR METALS INC.

PETITIONER

NOTICE OF HEARING

TO: WITHOUT NOTICE

TAKE NOTICE that the Petition of York Harbour Metals Inc. dated July 28, 2023, will be heard at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1 on August 1, 2023, at 9:45 a.m.

1. Date of hearing

☐ The parties have agreed as to the date of the hearing of the petition.

☐ The parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the petition respondents in accordance with Rule 16-1(8)(b) of the Supreme Court Civil Rules.

☑ The petition is unopposed, by consent or without notice.

2. Duration of hearing

☑ The hearing will take thirty (30) minutes.

☐ The parties have been unable to agree as to how long the hearing will take and

(a) the time estimate of the petitioner(s) is [specify] minutes, and

(b) ☐ the time estimate of the petition respondent(s) is [specify] minutes.

☐ the petition respondent(s) has(ve) not given a time estimate.

3. Jurisdiction

☑ This matter is within the jurisdiction of a Master.

☐ This matter is not within the jurisdiction of a master.

DATED: _____. 2023

Shaun C. Driver
Signature of the Lawyer for the Petitioner

This **NOTICE OF HEARING** is filed by Shaun C. Driver on behalf of Boughton Law Corporation, whose place of business and address for delivery is PO Box 49290, 700 - 595 Burrard Street, Vancouver, BC V7X 1S8, 604-687-6789. (File No. 85886.17)

SCHEDULE "E"

DISSENT PROVISIONS

SECTIONS 237 TO 247 OF *THE BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Definitions and application 237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(1) This Division applies to any right of dissent exercisable by a shareholder except to the extent that:

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(b) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and (b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to applyto

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 (1) If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section241.

(c) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable: if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(d) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(e) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(4) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of thenotice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by thatperson.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of

those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 (1) If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

SCHEDULE "F"

INFORMATION CONCERNING YORK HARBOUR METALS INC. POST ARRANGEMENT

The following information is provided by the Company on a post-Arrangement basis, which should be read together with the more detailed information and financial data and statements concerning the Company contained elsewhere in the Information Circular to which this Schedule "F" is attached. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. All capitalized terms that are not otherwise defined in this Schedule "F" shall have the meanings ascribed thereto in the Information Circular. The information contained in this Schedule "F", unless otherwise indicated, is given as of the date of the Information Circular. See in the Information Circular "Cautionary Note Regarding Forward-Looking Statements" in respect of certain forward-looking statements included herein. For additional information, see the Company's filings on SEDAR at www.sedar.com.

Corporate Structure

Name, Address and Incorporation

The Company was incorporated under the BCBCA on May 2, 2011 under the name of Zuri Capital Corp. ("**Zuri**") which commenced trading on the TSXV as a Capital Pool Company on March 19, 2012. On April 23, 2014, Zuri was acquired by Phoenix Gold Resources Ltd. ("**Phoenix**") in a reverse takeover transaction and Zuri changed its name to Phoenix Gold Resources Corp. ("**PXA**"). Effective February 10, 2022, PXA changed its name to York Harbour Metals Inc. and listed on the TSX Venture Exchange with the trading symbol "YORK" as a Tier 2 listed mineral exploration and development company with its principal business focusing on the acquisition and exploration of the mineral rights. The Company has not yet determined whether any of its properties contains mineral reserves that are economically recoverable.

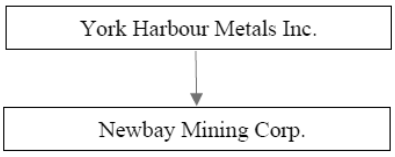
The Company's corporate address will continue to be Suite 1518 – 800 West Pender Street, Vancouver, British Columbia, Canada, V6C 2V6.

The address of the Company's registered office will continue to be 700 – 595 Burrard Street, Vancouver, BC.

Following the Arrangement, the Company will continue to be a reporting issuer in British Columbia, Alberta and Ontario and the Company Shares will continue to be listed on the TSXV under the symbol "YORK".

Intercorporate Relationships

The diagram below sets forth the Company's inter-corporate relationships with each of its subsidiaries post-Arrangement.



Description of the Business

Summary of the Business

Following the Arrangement, the Company will continue as a mineral exploration and development company focused on its York Harbour Property and the Company's other properties.

On July 9, 2013, the Company acquired a 50% right, title, and interest to the Plumas Property (which forms part of the Phoenix Gold Properties), through the wholly-owned subsidiary of Spinco, Phoenix Gold USA, which also entered into a 20-year renewable lease for the remaining 50% right, title, and interest to the Plumas Property. The Plumas Property consists of two patented lode mining claims with extra lateral rights (40 acres) and one patented mill site claim (8.5 acres) situated in Battle Mountain, Lander County, Nevada, USA. Phoenix Gold USA also acquired a 50% right, title, and interest to the Eldorado Property (which forms part of the Phoenix Gold Properties). The Eldorado Property consists of one patented lode mining claim (20 acres) named Eldorado situated in Battle Mountain, Lander County, Nevada, USA.

On February 26, 2021, the Company entered into an option agreement with WBN Prospecting Group to acquire a 100% interest in the York Harbour Property, consisting of five mineral licences and 156 mineral claims totaling 3,900 hectares. The property is located 27km west of the City of Corner Brook, Newfoundland and is accessible by a provincial highway (Route 450).

On April 12, 2021, the Company signed a Letter of Intent ("**LOI**") with ENE-MIN Development Corp. for an exclusive option to acquire up to 75% interest in the LiBeGa Lithium Project, comprising adjoining perimeters (concessions or mineral claims) covering a total of 27 km2 in Sibiu County, Romania (the "**Project**"). Pursuant to the LOI, the Company paid a refundable $250,000 good faith due diligence deposit and has initiated an exclusive comprehensive confidential evaluation of the Project.

On May 11, 2022, the Company has completed the earn-in to acquire 100% interest of the York Harbour Property by completing all conditions of the option agreement.

On May 12, 2022, the Company has signed an agreement to reduce the existing 2% Net Smelter Royalty ("**NSR**") for the York Harbour Property down to a 0.5% NSR by purchasing 1.5% of the negotiated NSR for $1,500,000 settled by issuance of 1,500,000 common shares in the share capital of the Company at a price of $1 per share.

On July 28, 2022, the Company acquired Gregory River Property situated on the northern coast of the Bay of Islands, approximately 22 km due north of the Company's York Harbour Property or 36 km northwest of the City of Corner Brook in Western Newfoundland. The Gregory River claims were acquired via a staking agreement with the original vendors of the York Harbour Property. Staking fees of $53,950 have been paid to the vendor and there are no royalties on the claims.

On January 16, 2023, Phoenix Gold USA terminated its lease agreement of the remaining 50% of the Plumas Property following which Phoenix Gold USA no longer has any interest in that portion of the Plumas Property.

For further information regarding the Company and its mineral properties, see the documents incorporated by reference in this Information Circular and other public disclosure documents of the Company available at www.sedar.com under the Company's profile.

Mineral Properties

York Harbour Property

The York Harbour Property is located on the west coast of the province of Newfoundland and Labrador in Western Newfoundland on the south shore of the Bay of Islands. The York Harbour Property consists of five (5) Newfoundland and Labrador mineral licenses comprised of 156 Newfoundland and Labrador mineral claims and covers an area of approximately 3,900 hectares. The mineral licenses and claims comprising the York Harbour Property do not include surface rights, but the Company has obtained surface rights for access to the York Harbour Property for all of the Company's exploration on the York Harbour Property to date, as well as for the third phase of drilling exploration scheduled for 2022, through exploration permits granted by the government of Newfoundland and Labrador. For any other future exploration work contemplated, exploration permit approval must be obtained from the government of Newfoundland and Labrador. Mineralization at the York Harbour Property has been confirmed by systematic data research and followed up by successful Phase 1 confirmation drilling. The Phase 1 and Phase 2 diamond drilling programs on the York Harbour Property have intersected significant Cu+Zn±Ag±Au±Co mineralization over numerous horizons and zones preliminarily in the area of the 4th Level adit. Grade and mineralization continuity

demonstrates excellent potential. Additional information regarding the York Harbour Property can be found in the York Harbour Technical Report filed under the Company's profile on SEDAR at www.sedar.com.

Gregory River Property

The Gregory River Property is situated on the northern coast of the Bay of Islands in Newfoundland – approximately 22 km due north of the Company's York Harbour Property and 36 km northwest of the city of Corner Brook. The Gregory River Property is comprised of 10 mineral licenses totaling 415 claims and covering 10,375 hectares (103.75 sq km or 40.06 sq mi). As a result of this acquisition and the additional claims added to the York Harbour Property to the south, the Company now owns and operates two properties with known copper-zinc (+/- silver, gold, lead, cobalt) potential within the Bay of Islands Ophiolite Complex. The Gregory River Property claims were acquired via a staking agreement with the original vendors of the York Harbour property. Staking fees of $53,950 have been paid to the vendor and there are no royalties on the claims.

Bottom Brook Property

The Bottom Brook Property is situated 27 km from the deep-water port at Turf Point, Newfoundland and covers 15,150 ha. It is next to the Trans Canada Highway. The Company intends to actively identify diamond drill targets through property-wide prospecting, focused soil sampling, and geological mapping. A substantial drill program is scheduled for this year.

Specialized Skill and Knowledge

Many aspects of the Company's business require specialized skill and knowledge. Such skills and knowledge include the areas of geology, drilling, logistical planning and implementation of exploration programs and accounting. The Company retains executive officers and consultants with experience in mining, metallurgy, geology, exploration and development in Canada and generally, as well as executive officers and consultants with relevant experience.

Competitive Conditions

The mineral exploration and mining industry is competitive in all phases of exploration, development and production. The Company competes with a number of other entities and individuals in the search for and the acquisition of attractive mineral properties. As a result of this competition, the Company may not be able to acquire attractive properties in the future on terms it considers acceptable. Finally, the Company competes for investment capital with other resource companies, many of whom have more advanced properties that are better able to attract equity investment and other capital. The ability of the Company to acquire attractive mineral properties in the future depends not only on its success in exploring and developing its present properties, but also on its ability to select, acquire and bring to production suitable properties or prospects for exploration, mining and development. Factors beyond the control of the Company may affect the marketability of minerals mined or discovered by the Company. See the section below entitled *"Risk Factors"*.

Components

The raw materials the Company requires to carry on its business at the Company's mineral exploration projects are available through normal supply or business contracting channels in Canada. Over the past several years, increased mineral exploration activity on a global scale has made some services difficult to procure, particularly skilled and experienced contract drilling personnel. It is possible that delays or increased costs may be experienced in order to proceed with drilling activities during the current period. Such delays could significantly affect the Company if, for example, commodity prices fall significantly, thereby reducing the opportunity the Company may have had to develop a particular project had such tests been completed in a timely manner before the fall of such prices.

Cycles

The mining business, and particularly precious metals production, is subject to metal price cycles. The marketability of minerals and mineral concentrates is also affected by worldwide economic cycles.

Economic Dependence

The Company's business is not dependent on any contract to sell the major part of its products or services or to purchase the major part of its requirements for goods, services or raw materials, or on any franchise or license or other agreement to use a patent, formula, trade secret, process or trade name upon which its business depends.

Changes to Contracts

Except in connection with the Arrangement or as described elsewhere in the Information Circular, it is not expected that the Company's business will be affected in the current financial year by the renegotiation or termination of contracts or subcontracts.

Environmental Protection

The current and future operations of the Company, including exploration, acquisition and development activities, are subject to extensive laws and regulations governing environmental protection, employee health and safety, exploration, development, tenure, production, taxes, labour standards, occupational health, waste disposal, protection and remediation of environment, reclamation, mine safety, toxic substances and other matters. The Company's operations are located in Canada and are subject to national and local laws and regulations. Compliance with such laws and regulations can increase the costs of, and potentially delay exploring, planning, designing, drilling and developing the Company's properties.

Two-Year History

The following is a discussion of the general development of the Company's business over the last two financial years ended January 31, 2023 and 2022; and the period until the date of this Information Circular. The discussion is a summary of the major events or conditions that have influenced that development through the aforementioned periods.

On February 26, 2021, the Company entered into an option agreement with WBN Prospecting Group to acquire a 100% interest in the York Harbour Property.

On March 31, 2021, the Company completed its non-brokered private placement offering raising gross proceeds of $1 million through the sale of 2.5 million units of the Company at a price of $0.40 per unit. Each Unit consists of one Company Share and one Company Share purchase warrant each warrant entitling the holder to purchase an additional Company Share at a price of $0.60 per Company Share for 24 months from the date of issuance.

On April 12, 2021, the Company signed a LOI with ENE-MIN Development Corp. for an exclusive option to acquire up to 75% interest in the LiBeGa Lithium Project, comprising adjoining perimeters (concessions or mineral claims) covering a total of 27 km2 in Sibiu County, Romania (the "**Project**"). Pursuant to the LOI, the Company paid a refundable $250,000 good faith due diligence deposit and has initiated an exclusive comprehensive confidential evaluation of the Project.

On August 18, 2021, the Company closed a non-brokered private placement offering of 1,075,00 units each consisting of one Company Share and one Company Share purchase warrant to purchase one additional Company Share. Each warrant is exercisable at a price of $0.40 for a period of 36 months. The gross proceeds of the offering was $301,000 and the Company Shares contained in the units qualified as "flow-through shares" as defined in Section 66(15) of the Tax Act.

On September 10, 2021, the Company Shares began trading on the Frankfurt Stock Exchange under the WKN No. A2PGVP and symbol 5DE.

On December 1, 2021, the Company closed a non-brokered private placement offering raising gross proceeds of $1.2 million through the sale of three million units of the Company at a price of $0.40 per unit. Each unit consists of one Company Share and one-half of one Company Share purchase warrant at a price of $0.60 per Company Share until 24 months from the date of issuance. It also closed a first tranche of a non-brokered flow-through private placement offering raising gross proceeds of $3,522,000 through the sale of 4,644,000 units of the Company at a price of $0.50 per flow-through unit. Finder's fees for both the unit and flow-through unit offering totaled $71,820.

On December 21, 2021, the Company closed the second tranche of the flow-through unit offering raising gross proceeds of $350,000 through the sale of 700,000 flow-through units at a price of $0.50 per flow-through unit resulting in total proceeds of $3,872,000.

On May 11, 2022, the Company has completed the earn-in to acquire 100% interest of the York Harbour Property by completing all conditions of the option agreement.

On May 12, 2022, the Company signed an agreement with Grassroots Prospecting & Prospect Generation Inc., Unite Gold Inc., and G2B Gold Inc. to reduce the existing 2% Net Smelter Royalty ("**NSR**") for the York Harbour Property down to a 0.5% NSR by purchasing 1.5% of the negotiated NSR for $1,500,000 settled by issuance of 1,500,000 common shares in the share capital of the Company at a price of $1 per share.

On June 29, 2022, the Company closed its brokered private placement offering with a non-brokered portion of the offering, for gross proceeds of approximately $11.46 million including exercise of part of the overallotment option. 2,625,600 units of the Company were issued at a price of $1.00 per unit with each unit consisting of one Company Share and one-half of one Company Share purchase warrant. 4,987,228 flow-through units of the Company were issued at a price of $1.20 per flow-through unit which consists of one flow-through Company Share an one-half of one Company Share purchase warrant. 1.9 million flow-through units of the Company were sold to charitable purchasers at a price of $1.50 per charity flow-through unit consisting of one flow-through Company Share and one-half of one Company Share purchase warrant. Each Company Share purchase warrant entitles the holder thereof to purchase one Company Share at an exercise price of $1.50 per Company Share purchase warrant up to 24 months from the date of issuance.

On December 21, 2022, the Company signed an agreement to acquire a rare earth elements mineral property in wester Newfoundland, Canada, named the Bottom Brook Property. On January 31, 2023, the Company closed its acquisition of the Bottom Brook Property by issuing 5,081,293 Company Shares to Newbay Mining Corp. representing total consideration of $2.5 million. The Bottom Brook Property is subject to a 3% net smelter return royalty payable to the Newbay Mining Corp. and its shareholders.

On March 17, 2023, the Company extended the expiry date of Company Share purchase warrants that were set to expire on March 31, 2023 to April 1, 2024. 2.5 million Company Share purchase warrants exercisable at $0.60 per Company Share were affected.

Dividends or Distributions

There is no restriction that would prevent the Company from paying dividends on the Company Shares. However, the Company has not paid any dividends on the Company Shares during the three most recently completed financial years and during the current financial year, and it is not contemplated that the Company will pay any dividends on the Company Shares in the immediate or foreseeable future. Any payment of dividends in the future is at the discretion of the Company Board.

Management's Discussion and Analysis

The management's discussion and analysis of the Company for the financial year ended January 31, 2023 and 2022 is incorporated by reference into the Information Circular and may be obtained from SEDAR under the Company's issuer profile at www.sedar.com. The management's discussion and analysis of the Company should be read in conjunction with the audited consolidated financial statements of the Company for the financial years ended January 31, 2023 and 2022, together with the auditor's report thereon and the notes thereto, together with the notes thereto, which are incorporated by reference into the Information Circular and may be obtained from SEDAR under the Company's issuer profile at www.sedar.com.

Description of the Company's Securities

The authorized share capital of the Company consists of an unlimited number of Company Shares without par value. As at the Record Date, 68,528,941 Company Shares issued and outstanding. An additional 3,000,000 Company Shares may be issued upon the exercise of outstanding Company Options and 12,612,684 Company Shares may be issued upon exercise of outstanding Company Warrants.

Upon completion of the Arrangement, all Company Shares will be exchanged for New Company Shares having identical rights and restrictions as the Company Shares. In this Schedule, all references to the "Company Shares" shall be deemed to be referred to as the "New Company Shares" upon completion of the Arrangement.

Company Shareholders are entitled to one vote per Company Share at all meetings of Company Shareholders. Company Shareholders are entitled to receive dividends as and when declared by the Company Board and to receive a pro rata share of the assets of the Company available for distribution to Company Shareholders in the event of the liquidation, dissolution or winding-up of the Company. All Company Shares rank equally as to all benefits which might accrue to the Company Shareholders.

Consolidated Capitalization

There have not been any material changes in the share and loan structure of the Company since the date of the Company's most recently filed January 31, 2023 financial statements. As a result of the Arrangement, there will be changes to the Company's share capital. For details of these changes please see the heading of the Information Circular entitled "*Approval of the Arrangement*", and the pro forma financial statements attached at Schedule "I" to the Information Circular.

Pro Forma Consolidated Capitalization

The following table sets out the capitalization of the Company as at January 31, 2023 both before and after giving effect to the Arrangement. The table should be read in conjunction with the audited consolidated financial statements of the Company for the periods ended January 31, 2023 and 2022, together with the notes thereto, incorporated by reference, and the pro forma financial statements, including the notes thereto, attached as Schedule "I" to the Information Circular.

Designation of Security	Amount Authorized or to be Authorized	Outstanding as at January 31, 2023[(1)]	Outstanding as at January 31, 2023 after giving effect to the Arrangement[(1)]
Common Share	Unlimited	68,528,941	68,528,941

Pro Forma Fully Diluted Share Capital

The following table shows the number and percentage of Company Shares expected to be outstanding on a fully-diluted basis after giving effect to the Arrangement. The table should be read in conjunction with the pro forma financial statements, including the notes thereto, attached as Schedule "I" to the Information Circular.

Description of Issue	Number of Company Shares After Giving Effect to the Arrangement / Percentage of Total
Company Shares	68,528,941
Issuable on exercise of Company Warrants	12,612,684
Issuable on exercise of Company Options	3,000,000
Fully-Diluted	84,141,625

Prior Sales

Company Shares, Company Warrants and Company RSUs

The following table summarizes details of the Company Shares, Company Warrants and Company RSUs issued by the Company during the 12-month period prior to the date of this Information Circular.

Date of Issuance	Security	Price per Security ($)	Number of Securities
June 23, 2022	Common Shares(1)	$1.00	1,500,000
June 29, 2022	Flow-Through Units (2)	$1.50	1,900,000
June 29, 2022	Flow-Through Units (2)	$1.20	4,987,228
June 29, 2022	Units(3)	$1.00	2,625,600
November 3, 2022	Restricted Share Units(4)	$0.57	2,417,003
January 30, 2023	Common Shares(5)	$0.492	5,081,293

Notes:
1. Company Shares issued for a reduction of the 2% net smelter royalty to 0.5%.
2. Each flow-through unit consisting of one flow-through Company Share and one-half of one Company Share purchase warrant.
3. Each unit comprised of one Company Share and one-half of one Company Share purchase warrant.
4. Restricted Share Units issued to the Company's directors, officers, and consultants.
5. Company Shares issued for acquisition of Newbay Mining Corp.

Company Options

No Company Options were issued by the Company during the 12-month period prior to the date of this Information Circular.

Trading Price and Volume

The Company Shares are listed and posted for trading on the TSXV under the symbol "YORK". The following table sets forth information relating to the trading of the Company Shares on the TSXV on a monthly basis for each month, or, if applicable, partial months of the 12-month period prior to the date of this Information Circular:

Month	High ($)	Low ($)	Volume
March 2023	0.63	0.43	3,349,722
February 2023	0.52	0.43	1,348,769
January 2023	0.54	0.40	2,183,087
December 2022	0.72	0.50	606,126
November 2022	0.70	0.49	1,200,835

Month	High ($)	Low ($)	Volume
October 2022	0.70	0.54	781,856
September 2022	0.82	0.55	1,096,936
August 2022	0.84	0.71	752,364
July 2022	0.92	0.72	1,054,587
June 2022	1.15	0.87	3,031,067
May 2022	1.35	0.90	2,656,204
April 2022	1.49	1.00	5,634,642

At the close of business on June 15, 2023, the price of the Company Shares as quoted by the TSXV was $0.19.

Principal Shareholders

To the best of the knowledge of the directors and executive officers of the Company, as of the date of the Information Circular, no persons, beneficially own, directly or indirectly, or exercise control or direction over, Company Shares carrying 10% or more of the voting rights attached to all outstanding shares of the Company.

Escrowed Securities

To the knowledge of the Company, as of the date of this Information Circular, there are no securities of the Company held in escrow or subject to contractual restrictions on transfer and the Company does not anticipate that any securities of the Company will be subject to escrow or contractual restrictions on transfer as of the Effective Date.

Directors and Executive Officers

The directors and executive officers of the Company are expected to remain the same following completion of the Arrangement.

Statement of Executive Compensation for the Company

Director and Named Executive Officer Compensation

Securities laws require that a "Statement of Executive Compensation" in accordance with Form 51-102F6V be included in this Information Circular. Form 51-102F6V prescribes the disclosure requirements in respect of the compensation of executive officers and directors of reporting issuers. Form 51-102F6V provides that compensation disclosure must be provided for the Chief Executive Officer and the Chief Financial Officer of an issuer and the most highly compensated executive officers whose total compensation exceeds $150,000 for the two most recently completed financial years. Based on those requirements, the executive officers of the Company for whom disclosure is required under Form 51-102F6V are Bruce Durham, President and CEO, Andrew Lee, former President and CEO, and Sean Choi, CFO.

For the purpose of this Statement of Executive Compensation:

"**compensation securities**" includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries (if any) for services provided or to be provided, directly or indirectly to the Company or any of its subsidiaries (if any);

"**NEO**" or "**named executive officer**" means:

(a) each individual who served as chief executive officer ("**CEO**") of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,

(b) each individual who served as chief financial officer ("**CFO**") of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,

(c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000 for that financial year, and

(d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year;

"**plan**" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

"**underlying securities**" means any securities issuable on conversion, exchange or exercise of compensation securities.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company or any subsidiary thereof during the last three fiscal years to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Name and position	Year ending[1]	Salary, consulting fee, retainer or commission[2] ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites[3] ($)	Value of all other compen-sation ($)	Total compen-sation ($)
Sean Choi[4] *CFO*	2023 2022 2021	104,000 31,500 40,000	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	104,000 31,500 40,000
Andrew Lee[5] *Director and Managing Director*	2023 2022 2021	160,000 55,000 22,500	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil	160,000 55,000 22,500
Roger Baer[6] *Director*	2023 2022 2021	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil
Bruce Durham[7] *Director, President, CEO and Former Executive Chairman*	2023 2022 2021	140,000 Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	140,000 Nil Nil
Leo Power[8] *Director*	2023 2022 2021	25,000 Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	25,000 Nil Nil
J. Douglas Blanchflower[9] *Director and COO*	2023 2022 2021	146,038 Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	146,038 Nil Nil
Michael Williams[10] *Director and Executive Chairman*	2023 2022 2021	37,500 Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	37,500 Nil Nil
Walter Davidson[11] *Former Director*	2023 2022 2021	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil

Notes:

1. For the financial years ended January 31, 2023; January 31, 2022 and January 31, 2021.

2. This figure includes the dollar value of cash and non-cash base salary each Named Executive Officer earned during the year ended January 31, 2023; 2022; and 2021.
3. Perquisites and other personal benefits have not been included as they do not reach the prescribed threshold of the lesser of $50,000 or 10% of the total annual salary.
4. Sean Choi was appointed as CFO on April 23, 2014.
5. Andrew Lee became a director on April 23, 2014 and was appointed as President and CEO on August 6, 2020. Mr. Lee resigned from his positions as President and CEO on October 25, 2022, replaced in these positions by Mr. Durham. Mr. Lee was appointed Managing Director on October 25, 2022.
6. Roger Baer was appointed a director of the Company as of September 18, 2020.
7. Bruce Durham was appointed as a director and Executive Chairman of the Company as of January 19, 2022. Mr. Durham resigned from his position as Executive Chairman on October 25, 2022, when he was appointed as President and CEO.
8. Leo Power was appointed as a director of the Company as of February 18, 2022.
9. J. Douglas Blanchflower was appointed as a director of the Company as of April 14, 2022 and COO as of December 15, 2022.
10. Mr. Williams was appointed as director and Executive Chairman of the Company on October 25, 2022, replacing Mr. Durham in the role of Executive Chairman.
11. Mr. Davidson was appointed as director on March 22, 2019 and resigned on February 18, 2022.

Stock Options and Other Compensation Securities

Compensation Securities

The following table discloses all compensation securities granted or issued to each director and Named Executive Officer of the Company or any of its subsidiaries during the fiscal years ended January 31, 2023, 2022 and 2021.

Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price ($)	Closing Price of Security or Underlying Security on Date of Grant ($)	Closing Price of Security or Underlying Security at Year End ($)	Expiry Date
Sean Choi CFO	RSU[(1)]	100,000	Nov 3, 2021	$0.57	$0.52	$0.44	n/a
Andrew Lee Director and Managing Director	RSU[(1)]	1,369,288	Nov 3, 2021	$0.57	$0.52	$0.44	n/a
Roger Baer Director	RSU[(1)]	100,000	Nov 3, 2021	$0.57	$0.52	$0.44	n/a
Bruce Durham Director, President and CEO	Options	500,000	Sep 6, 2021	$0.55	$0.55	$0.44	Sep 6, 2023
Leo Power Director	none	none	n/a	n/a	n/a	n/a	n/a
J. Douglas Blanchflower Director	RSU[(1)] Options	200,000 500,000	Nov 3, 2021 Sep 6, 2021	$0.49 $0.55	$0.52 $0.55	$0.44 $0.44	n/a Sep 6, 2023
Michael Williams Director and Executive Chairman	none	none	n/a	n/a	n/a	n/a	n/a
Walter Davidson	RSU[(1)]	100,000	Nov 3, 2021	$0.57	$0.52	$0.44	n/a

Notes:
1. On November 3, 2021, the Company granted Company RSUs to certain officers and directors of the Company which were issued and fully-vested on November 3, 2022. This grant of Company RSUs was approved by disinterested Shareholders at the Company's annual

general and special meeting held on April 14, 2022. See management information circular dated March 15, 2022 at "Approval of Grant of Company RSUs".

Exercises of Compensation Securities by Named Executive Officers and Directors

The following table discloses all exercises of any Company Options or compensation securities by the directors and the Named Executive Officers of the Company and its subsidiaries during the fiscal years ended January 31, 2023, 2022 and 2021.

Name and Position	Type of Compensa-tion Security	Number of Underlying Securities Exercised	Date of Exercise	Exercise Price Per Security ($)	Closing Price of Security on Date of Exercise ($)	Difference between Exercise Price and Closing Price on Date of Exercise ($)	Total Value on Exercise Date ($)
Sean Choi CFO	RSU	100,000	Nov 3, 2022	$0.57	$0.59	$0.02	$59,000
Andrew Lee Managing Director and Director	RSU	1,369,288	Nov 3, 2022	$0.57	$0.59	$0.02	807,879.92
Roger Baer Director	RSU	100,000	Nov 3, 2022	$0.57	$0.59	$0.02	$59,000
Bruce Durham President, CEO and Director	None	None	n/a	n/a	n/a	n/a	n/a
Leo Power Director	None	None	n/a	n/a	n/a	n/a	n/a
J. Douglas Blanchflower Director	RSU	200,000	Nov 3, 2022	$0.57	$0.59	$0.02	$118,000
Michael Williams Director and Executive Chairman	None	None	n/a	n/a	n/a	n/a	n/a

Stock Option Plans and other Incentive Plans

We have two equity compensation plans: one being our stock option plan, which was most recently approved by the Shareholders at the Company last Shareholder's meeting on April 14, 2022, (the "Option Plan"); and the second being the Company RSU Plan as described further below.

Stock Option Plan

The Company Option Plan was established to assist us in attracting, retaining and motivating directors, executive officers, employees, consultants and management company employees, and to closely align the personal interests of those people with those of the Shareholders. The Board of Directors administers the Company Option Plan. At the Company's last Shareholder's meeting on April 14, 2022, the Company Shareholders approved the amendments by the Company's Board to meet the requirements of the TSXV's newly revised Policy 4.4. The Company Option Plan provides that Company Options may be granted, under option agreements and in accordance with the policies of the TSXV, to the following eligible persons ("**Eligible Persons**") in consideration of their services to the Company:

(a) any employee, director or officer of the Company or any affiliate of the Company, or a company that is wholly owned by one of them; or

(b) any Consultant or Consultant Company (as such terms are defined under the policies of the TSXV, as described below) of the Company or any affiliate of the Company that is eligible to receive stock options pursuant to the policies of the TSXV.

(c) "Consultant" is defined under the policies of the TSXV as, in relation to the Company, an individual (other than a director, officer or employee of the Company or any of its subsidiaries) or a company that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to any of its subsidiaries, other than services provided in relation to the distribution of securities;

(ii) provides the services under a written contract between the Company or any of its subsidiaries and the individual or the company, as the case may be; and

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or of any of its subsidiaries.

"**Consultant Company**" means a Consultant that is a company.

The Board of Directors determine the number of Company Shares subject to each option within the guidelines established by the TSXV. The options enable the holders to purchase our Shares at a price fixed in accordance with the rules of the TSXV.

The Company Option Plan provides that the total number of Company Shares reserved for issuance under the Company Option Plan will not exceed 10% of the issued Company Shares on the date the Board of Directors grants a Company Option under the Company Option Plan.

In addition, so long as the Company is classified as a "Tier 1" or "Tier 2" issuer by the TSXV:

(a) the maximum number of Company Shares of the Company that are issuable pursuant to all Securities Based Compensation (as such term is defined under the policies of the TSXV), which includes Company Options under the Company Option Plan and Company RSUs under the Company RSU Plan, must not exceed 10% of the Shares of the Company at the applicable time, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(b) the maximum number of Company Shares that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to insiders of the Company (as a group) must not exceed 10% of the Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to an insider, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(c) the maximum number of Company Shares that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to any one Eligible Person must not exceed 5% of the Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to the Eligible Person, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(d) the maximum number of Company Share that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to any one Consultant or Consultant Company must not exceed 2% of the Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to the Consultant or Consultant Company, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(e) the maximum number of Company Share that are issuable pursuant to all Options granted or issued in any 12 month period to all Investor Relations Service Providers (as such term is defined in the

policies of the TSXV) in aggregate must not exceed 2% of the Shares of the Company, calculated as at the date any Option is granted or issued to any such Investor Relations Service Provider;

(f) Options granted to any Investor Relations Service Provider must vest in stages over no less than 12 months with no more than one-quarter of the Options vesting in any three month period, and both the Company and the optionee represents that the optionee is a bona fide employee, Consultant, Consultant Company, or management employee of the Company, as the case may be;

(g) the approval of the disinterested Shareholders of the Company shall be obtained for any amendment to or reduction in the exercise price of an Option or extension of the term of an Option if the optionee is an insider of the Company at the time of the proposed amendment; and

(h) for Options granted to employees, Consultants, Consultant Companies, or management employees of the Company, both the Company and the optionee represents that the optionee is a bona fide employee, Consultant, Consultant Company, or management employee of the Company, as the case may be.

Under the Company Option Plan, the Board of Directors must set the option price at not less than the last closing price of our Shares on the TSXV on the trading day immediately before the date of grant, less the discount permitted under the TSXV's policies. The maximum term of any option is ten years from the date of grant. We do not intend to provide financial assistance to holders of stock options to help them purchase our Shares under the Option Plan. Any amendment to the Plan is subject to the approval of the TSXV and may also require Shareholder approval.

Company RSU Plan

The Board of Directors' amendments to the Company RSU Plan to meet the new requirements of the TSXV's newly revised Policy 4.4 was approved at the Company's last Shareholder's meeting held on April 14, 2022 providing for the issuance of Company RSUs to Eligible Persons (excluding Investor Relations Service Providers). In accordance with the policies of the TSXV, the RSU Plan must receive annual Shareholder approval being approved by a majority of the votes cast by Company Shareholders present or represented by proxy at the Meeting. A Copy of the Company RSU Plan is attached hereto as Schedule "M".

Material Terms of the Company RSU Plan

The Board of Directors administers the Company RSU Plan. The Company RSU Plan provides that we may grant Company RSUs pursuant to the Company RSU Plan in accordance with the policies of the TSXV, to Eligible Persons excluding Investor Relations Service Providers in consideration of their services to the Company. The Board may determine the number of Company RSUs granted to such Eligible Persons, and the terms of vesting thereof, provided that the Company RSUs shall not vest earlier than 12 months from the date of grant, and the term of the Company RSUs may not exceed ten years from the date of grant. Holders of Company RSUs are not entitled to participate in dividends of the Company in respect of the Company RSUs. Any Company RSUs that have not vested within the term for such Company RSUs expire and are cancelled. In the event that a holder of any Company RSUs is terminated as a director, officer, employee or consultant, other than death, disability, termination without cause, or eligible retirement, then any such unvested Company RSUs shall expire and be cancelled. The Board may suspend or terminate the Company RSU Plan at any time, provided that such suspension or termination shall not affect any Company RSUs that became effective pursuant to the Company RSU Plan prior to such suspension or termination.

Settlement of Company RSUs in Company Shares shall be made by delivery of one Share for each such vested Company RSU being settled, unless at the sole discretion of the Board, settlement is made by payment of the cash value of the market price (as defined under the policies of the TSXV) for the Shares as at the date of vesting in lieu of delivery of one Share for each such Company RSU for any or all such Company RSUs.

The maximum number of Shares that may be reserved for issue at any time in connection with the grant of Company RSUs under the Company RSU Plan shall not exceed 6,852,894 Shares at any point in time (being 10% of the issued and outstanding number of Shares as at a date on which the board of directors of the Company approved the Company RSU Plan) unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV. For greater certainty, at no time shall the number of Shares that may be reserved for issue under the Company RSU

Plan exceed 10% of the total number issued and outstanding Shares (calculated on a non-diluted basis) on the date of any grant of Company RSUs. In addition, and notwithstanding any other terms of the Company RSU Plan, so long as the Shares are listed on the TSXV:

(a) the maximum number of Shares which may be reserved for issue pursuant to the Company RSU Plan to all insiders shall not, at any point in time, exceed a total aggregate of 6,852,894 Shares (being 10% of the issued and outstanding number of Shares on a non-diluted basis) less the number of Shares issuable at any point in time to all insiders under all other Security Based Compensation Plans, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(b) the maximum number of Shares which may be reserved for issue pursuant to the Company RSU Plan to all insiders within a 12 month period shall not exceed 4,884,031 Shares (being 10% of the issued and outstanding number of Shares on a non-diluted basis) less the number of Shares issuable to all Insiders in any such 12 month period under all other Security Based Compensation Plans, calculated as at the date of grant or issuance to any insider, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(c) the maximum number of Shares which may be reserved for issue pursuant to the Company RSU Plan to any one Person within a 12 month period shall not exceed 3,426,447 Shares (being 5% of the number of Shares issued and outstanding on a non-diluted basis) less the number of Shares issuable in any such 12 month period to such Person under all other Security Based Compensation Plans, calculated as at the date of grant or issuance to any Person, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV;

(d) the maximum number of Shares which may be reserved for issue pursuant to the Company RSU Plan to any one Consultant or Consultant Company in any 12 month period shall not exceed 1,370,578 Shares (being 2% of the number of Shares issued and outstanding on a non-diluted basis) less the number of Shares issuable in any such 12 month period to such Consultant or Consultant Company under all other Security Based Compensation Plans, calculated as at the date of grant or issuance, unless the Company has received disinterested Shareholder approval pursuant to the policies of the TSXV; and

(e) Investor Relations Service Providers may not receive any Security Based Compensation under the Company RSU Plan.

Capitalized terms used in this section which are not otherwise defined shall have the meaning given to them in the Company RSU Plan.

Employment, Consulting and Management Agreements

For the year ended January 31, 2023, and 2022, other than described above, the Company does not have any employment, consulting or management agreements or arrangements with any of the current NEOs or directors.

On October 25, 2023, the Company entered into a management consulting agreement (the "**Management Consulting Agreement**") with One Platform Systems Inc. ("**One Platform**") and Andrew Lee. One Platform is a company controlled by Andrew Lee. Pursuant to the terms of the Management Consulting Agreement, the Company will pay One Platform a fixed fee of $10,000 plus GST per month in consideration of the services of the Managing Director of the Company whereby One Platform will provide management services to the Company. The term of the Management Consulting Agreement is renewed on a monthly basis until terminated by consent of the parties.

Oversight and Description of Director and Named Executive Officer Compensation

Philosophy and Objectives

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

- to align executive compensation with Shareholders' interests;
- to attract and retain highly qualified management;
- to focus performance by linking incentive compensation to the achievement of business objectives and financial results; and
- to encourage retention of key executives for leadership succession.

The Company's executive compensation program comprises three elements: base salary, bonus incentives and equity participation. The compensation program is designed to pay for performance. Employees, including senior executives, are rewarded for the achievement of annual operating and financial goals, progress in executing the Company's long-term growth strategy and delivering strong total Shareholder return performance.

The Company reviews industry compensation information and compares its level of overall compensation with those of comparable sized mineral exploration companies. Generally, the Company targets base management fees at levels approximating those holding similar positions in comparably sized companies in the industry and hopes to achieve competitive compensation levels through the fixed and variable components.

The Company's total compensation mix places a significant portion of the executive's compensation at risk and relies heavily on the award of stock options. The design takes into account individual and corporate performance. Compensation practices, including the mix of base management fees, short-term incentives and long-term incentives, are regularly assessed to ensure they are competitive, take account of the external market trends and support the Company's long-term growth strategies. Due to the early stage of the Company's development programs, the flexibility to quickly increase or decrease appropriate human resources is critical. Accordingly, the Company does not enter into long- term commitments with its officers.

Base Compensation

In the Board's view, paying base salaries or management fees which are competitive in the markets in which the Company operates is a first step to attracting and retaining talented, qualified and effective executives. Base compensation is compensation for discharging job responsibilities and reflects the level of skills and capabilities demonstrated by the executive. Annual adjustments take into account the market value of the role and the executive's demonstration of capability during the year.

Bonus Incentive Compensation

The Company's objective is to achieve certain strategic objectives and milestones. The Board will consider executive bonus compensation dependent upon the executive meeting those strategic objectives and milestones, the executive's individual performance and sufficient cash resources being available for the granting of bonuses. The Board approves executive bonus compensation dependent upon comparable compensation levels based on recommendations of the Board as a whole, and such recommendations are generally based on survey data provided by independent consultants.

Equity Participation

The Company believes that encouraging its executives and employees to become Shareholders is the best way of aligning their interests with those of its Shareholders. Equity participation is accomplished through the Stock Option Plan. Stock options are granted to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. The amounts and terms of options granted are determined by the Board.

Option-Based Awards

Stock options are granted to provide an incentive to the directors, officers, employees and consultants of York Harbour to achieve the long-term objectives of the Company; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Company; and to attract and retain persons of experience and ability, by providing them with the opportunity to acquire and increase proprietary interest in the Company. the

Company awards stock options to its executive officers based upon the recommendation of the Board, which recommendation is based upon the Board's review of a proposal from the CEO. Previous grants of incentive stock options are taken into account when considering new grants.

Implementation and amendments to the existing stock option plan are the responsibility of the Board, subject to compliance with applicable TSXV and regulatory requirements.

As part of this review, the Board noted the following factors which discourage the Company's executive officers from taking unnecessary or excessive risks:

- there is limited opportunity for the small management team to undertake unnecessary or excessive risk to maximize compensation at the expense of the Company;
- there are limited opportunities for executive officers to artificially inflate financial and operating performance of the Company to increase the value of equity awards to such persons;
- all of the directors are regularly apprised of the Company's financial position throughout the year;
- with respect to President, CEO and CFO, there is an effective balance between cash and equity, near-term and long-term focus, corporate and individual performance, and financial and non-financial performance;
- with respect to President, CEO and CFO, the Company's approach to performance evaluation and compensation provides greater rewards to them achieving both short-term and long-term objectives; and
- incentive plan awards granted are not awarded upon the accomplishment of a task.

Based on this review, the Board believes that the compensation policies and practices do not encourage executive officers to take unnecessary or excessive risk.

Under the Company's compensation policies and practices, NEOs and directors are not prevented from purchasing financial instruments, including 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 NEO or director.

Pension Benefits

The Company does not have a pension benefit arrangement under which the Company have made payments to the directors and or Named Executive Officers of the Company during its fiscal year ended January 31, 2022 or intends to make payments to the Company's directors or Named Executive Officers upon their retirement (other than the payments set out above and those made, if any, pursuant to the Canada Pension Plan or any government plan similar to it).

Securities Authorized for Issuance under Equity Compensation Plans

Equity Compensation Plan Information

The following table provides information regarding the number of securities authorized for issuance under the Company Stock Option Plan, as at the end of the Company's most recently completed financial year ended January 31, 2023.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by Shareholders	3,000,000 Options 2,417,003 RSUs[1]	$0.55 n.a.	3,852,894 Options[2] 4,435,891 RSUs[2]
Equity compensation plans not approved by Shareholders	Nil	n.a.	Nil
Total	**3,000,000 Options 2,147,003 RSUs**	**$0.55 n.a.**	**3,852,894 Options[2] 4,435,891 RSUs[2]**

Notes:
1. The Company received disinterested Shareholder approval of the grant of 2,417,003 RSUs at its last Shareholder's meeting on April 14, 2022.
2. Based on 68,528,941 Shares of the Company issued and outstanding as at January 31, 2023.

Indebtedness of Directors and Executive Officers

Since the beginning of the last completed financial year, no current or former director, executive officer, employee or proposed director of the Company or any associate of such persons, or of any of its subsidiaries, has been indebted to the Company or to any of its subsidiaries, nor have any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries..

Audit Committee

York Harbour is including the disclosure required by Form 52-110F2 of National Instrument 52-110 Audit Committees under this heading. As at its most recently completed financial year end of January 31, 2023, York Harbour was a "venture issuer" under NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110.

Composition of the Audit Committee

Name of Member	Independent under NI 52-110	Financially Literate under NI 52-110
Roger Baer (Chair)	Yes	Yes – Director of various publicly listed companies since 2005.
Leo Power	Yes	Yes – Director of various publicly listed companies since 2017.
Andrew Lee	No – Managing Director of York Harbour.	Yes – Mr. Lee has prior business knowledge gained during the course of his employment at the management and executive levels.

Relevant Education and Experience

Leo Power, Director

Mr. Power is currently the CEO, President and a director of LNG Newfoundland and Labrador, a Newfoundland and Labrador-owned and operated corporation focusing on permitting and developing LNG infrastructure, as well as a director of Queensland Gold Hills Corp. since September 2018, a TSXV-listed company engaged in mineral exploration in Queensland, Australia, and a director of Search Minerals Inc. since January 2017, a TSXV-listed company exploring for rare earth elements in Labrador.

Roger Baer, Director

Mr. Baer is a CPA and has over 30 years of accounting and financial management experience within the mining industry, having held financial management roles with Alacer Gold, Thompson Creek Metals, Newmont Mining Corporation, Kennecott (Rio Tinto) and Cyprus Amax. Most recently, Mr. Baer was the Chief Financial Officer of Excelsior Mining Corp. and is currently Corporate Controller of i-80 Gold Corp.

Andrew Lee – Managing Director and Director

Andrew Lee is currently Chief Executive Officer and director of DeepRock Minerals Inc. since December 23, 2020. Mr. Lee has also been a director of Green 2 Blue Energy Corp. (CSE: GTBE) since March 2018 to October, 2020. In addition, Mr. Lee served as a director and a member of the audit committee for the mining exploration company, Ecuador Gold and Copper Corp (TSXV: EGX) and has been an independent director of it from August 2014 to June 2015. He also served as a director of a junior mining company, Megastar Development Corp. (TSXV: MDV) from March 2011 to November 2012 and as its Vice-President from June to November 2010 and from September 2011 to November 2012. Previously, Mr. Lee served as a director of Plains Creeks Mining Limited, a private company that went public through a reverse takeover of Resource Hunter Capital Corp. (now named GB Minerals Ltd.) (TSXV: GBL) in February 2011. Mr. Lee holds a Bachelor of Science degree from the University of British Columbia.

Audit Committee Oversight

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

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in section 2.4 of NI 52-110 (De Minimis Non-Audit Services) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for engaging of non-audit services as described in the Audit Committee Charter.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described under the heading “Relationship with External Auditors” in the Company’s Audit Committee Charter attached as Schedule “K” – *York Harbour Metals Inc. Audit Committee Charter* to the Information Circular.

External Auditor Service Fees

In the following table, “audit fees” are fees billed by the Company’s external auditor for services provided in auditing the Company’s annual financial statements for the subject year. “Audit-related fees” are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the

audit or review of the Company's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees billed to the Company by its auditor in each of the last three fiscal years, by category, are as follows:

Nature of Services	Fees Paid or Accrued to MSP in Year Ended January 31, 2023 ($)	Fees Paid or Accrued to MSP in Year Ended January 31, 2022 ($)	Fees Paid or Accrued to MSP in Year Ended January 31, 2021 ($)
Audit Fees[(1)]	20,000	18,000	12,000
Audit-Related Fees[(2)]	Nil	Nil	Nil
Tax Fees[(3)]	Nil	Nil	Nil
All Other Fees[(4)]	Nil	Nil	Nil
Total	20,000	18,000	12,000

Notes:

1. "**Audit Fees**" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
2. "**Audit-Related Fees**" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
3. "**Tax Fees**" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
4. "**All Other Fees**" include all other non-audit services

Exemption

The Company is relying on the exemption in Section 6.1 of NI 52-110 which exempts venture issuers, as defined in NI 52-110, from certain reporting obligations under NI 52-110 for its most recently completed financial year ended January 31, 2023.

Corporate Governance

National Policy 58-201 Corporate Governance Guidelines provides non-prescriptive guidelines on corporate governance practices for reporting issuers. National Instrument 58-101 Disclosure of Corporate Governance Practices prescribes certain disclosure by a reporting issuer of its corporate governance practices. The following sets out the Company's approach to corporate governance and includes the disclosure required Form 58-101F2 of NI 58-101.

Board of Directors

The Company Board facilitates its exercise of independent supervision over management through frequent communication with the Board. As of the date of this Circular, the following persons are directors of the Company:

Roger Baer	Independent
Andrew Lee	Not Independent
Leo Power	Independent
Bruce Durham	Not Independent
J. Douglas Blanchflower	Not Independent
Michael Williams	Not Independent

Note:

1. York Harbour considers a member of the Board as "Not Independent" if he has a direct or indirect "material relationship" with the issuer as set out in NI 52-110.

Directorships

The current directors of the Company, who are also nominees to become directors of the Company for the ensuing year, are also directors of other reporting issuers (or equivalent in a foreign jurisdiction) as follows:

Directors	**Other Reporting Issuers of which they are also currently a director**	**Name of Exchange or Market (if applicable)**
Bruce Durham	None	N/A
Andrew Lee	Mr. Lee is also the CEO and director of DeepRock Minerals Inc.	CSE
Leo Power	Search Minerals Inc. Queensland Gold Hills Corp.	TSXV TSXV
J. Douglas Blanchflower	None	N/A
Michael Williams	Vendetta Mining Corp. Full Metal Minerals Ltd. Aftermath Silver Ltd. Gold Hunter Resources Inc. Fremont Gold Ltd. Vortex Metals Inc.	TSXV TSXV TSXV CSE TSXV, OTCQB, FSE TSXV
Roger Baer	None	N/A

Orientation and Continuous Education

The Company Board is responsible for providing orientation for all new recruits to the Company Board. Each new director brings a different skill set and professional background, and with this information, the Company Board is able to determine what orientation to the nature and operations of our business will be necessary and relevant to each new director. We provide continuing education for our directors as the need arises and encourage open discussion at all meetings, which format encourages learning by our directors.

Ethical Business Conduct

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

Nomination of Directors

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

The Company Board does not have a nominating committee. The Company Board is responsible for recruiting new members to the Board and planning for the succession of Board members.

Compensation

Members of the Board are not compensated for acting as directors, save for being granted incentive stock options pursuant to the policies of TSXV and the Company's stock option plan. The Compensation and Corporate Governance Committee advises the Company Board, and the Company Board as a whole determines the stock option grants for each director. The Compensation and Corporate Governance Committee reviews on an ongoing basis the compensation of the senior officers to ensure that it is competitive.

The Company's Compensation and Corporate Governance Committee Charter and Corporate Governance Policy are attached as Schedule "N" hereto.

Other Board Committees

The Company Board has appointed an Audit Committee, the members of which are Andrew Lee, Roger Baer and Leo Power with Mr. Baer being the Chair. A description of the function of the Audit Committee can be found in this Circular under "Audit Committee". The Board has also appointed a Compensation and Corporate Governance Committee, the members of which are Andrew Lee, Roger Baer, and Leo Power with Mr. Baer being the Chair.

Assessments

The Company Board collectively conducts informal annual assessments of the Company Board's effectiveness, its individual directors and its Audit Committee.

Risk Factors

An investment in the Common Shares, as well as the Company's prospects, is highly speculative due to the high-risk nature of its business and the present stage of its development. Company Shareholders may lose their entire investment. In addition to the other information contained in this Information Circular, the following factors, among others, should be considered carefully when considering risks related to the Company's business assuming completion of the Arrangement (including, without limitation, the documents incorporated by reference). If any of the following risks actually occur, the Company's business, financial condition and operating results could be adversely affected. Company Shareholders should consult with their professional advisors to assess the Arrangement and their resulting investment in the Company.

The risks described herein and in the documents incorporated by reference in this Information Circular are not the only risks that the Company will face. Additional risks and uncertainties not currently known to the Company, or that the Company currently deems immaterial, may also materially and adversely affect its business. Furthermore, if the Arrangement is completed, Company Shareholders will be shareholders of the Company and Spinco and will be subject to the Spinco risk factors. See Schedule "G" – "*Information Concerning Spinco Post-Arrangement – Risk Factors*".

General

Resource exploration and development is a speculative business, characterized by a number of significant risks including, among other things, unprofitable efforts resulting not only from the failure to discover mineral deposits but also from finding mineral deposits, which, though present, are insufficient in quantity and/or quality to return a profit from production.

The Company is in the resource sector and as such is exposed to a number of risks and uncertainties that are not uncommon to other companies in the same industry. Some of the current risks include the following:

(a) The Company has no history of earnings and will not generate earnings until production commences;

(b) Any future equity financings by the Company for the purposes of raising additional capital may result in substantial dilution to the holdings of existing shareholders;

(c) There can be no assurance that an active and liquid market for the Company's shares will develop and investors may find it difficult to resell their shares; and

(d) The directors and officers of the Company will devote a portion of their time to the business and affairs of the Company and some of them are or will be engaged in other projects or businesses, and as such, conflicts of interest may arise from time to time.

The Company's business is subject to exploration and development risks

The York Harbour Property is in the exploration stage and no known reserves have been discovered. At this stage, favourable results, estimates and studies are subject to a number of risks, including, but not limited to:

- the limited amount of drilling and testing completed to date;
- the preliminary nature of any operating and capital cost estimates;
- the difficulties inherent in scaling up operations and achieving expected metallurgical recoveries;
- the likelihood of cost estimates increasing in the future; and
- the possibility of difficulties procuring needed supplies of electrical power and water.

There is no certainty that the expenditures to be made by the Company in the exploration of the York Harbour Property described herein will result in discoveries of mineral resources in commercial quantities or that the York Harbour Property will be developed. Most exploration projects do not result in the discovery of mineral resources and no assurance can be given that any particular level of recovery of mineral resources will in fact be realized or that any identified resource will ever qualify as a commercially mineable (or viable) resource which can be legally and economically exploited. Estimates of reserves, mineral deposits and production costs can also be affected by such factors as environmental permit regulations and requirements, weather, environmental factors, unforeseen technical difficulties, unusual or unexpected geological formations and work interruptions. In addition, the grade of mineral resource ultimately discovered may differ from that indicated by drilling results. There can be no assurance that mineral resource recovered in small-scale tests will be duplicated in large-scale tests under on-site conditions or in production scale.

Mineral exploration and development involves a high degree of risk and few properties that are explored are ultimately developed into producing mines. The long-term profitability of the Company's operations will be related to the cost and success of its exploration programs, which may be affected by a number of factors beyond the Company's control.

Mineral exploration involves many risks, which even a combination of experience, knowledge and careful evaluation may not be able to overcome. Operations in which the Company has a direct or indirect interest will be subject to all the hazards and risks normally incidental to exploration, development and production of mineral resources, any of which could result in work stoppages, damage to property, and possible environmental damage.

Hazards such as unusual or unexpected formations and other conditions such as fire, power outages, labour disruptions, flooding, cave-ins, landslides and the inability to obtain suitable machinery, equipment or labour are involved in mineral exploration, development and operation. The Company may become subject to liability for pollution, cave-

ins or hazards against which it cannot insure or against which it may elect not to insure. The payment of such liabilities may have a material, adverse effect on the Company's financial position.

The Company will continue to rely upon consultants and others for exploration and development expertise. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that minerals will be discovered in sufficient quantities to justify commercial operations or that funds required for development can be obtained on a timely basis. The economics of developing mineral properties is affected by many factors including the costs of operations, fluctuations in markets, allowable production, importing and exporting of minerals and environmental protection.

Political Risk

The Company's York Harbour Property is located in Newfoundland and Labrador, Canada, so the Company will be subject to changes in political conditions and regulations in Canada. The Company's activities are subject to extensive laws and regulations governing worker health and safety, employment standards, waste disposal, protection of historic and archaeological sites, mine development, protection of endangered and protected species and other matters.

Regulators in Canada have broad authority to shut down and/or levy fines against facilities that do not comply with regulations or standards. The Company's mineral exploration and mining activities in Canada may be adversely affected in varying degrees by changing government regulations relating to the mining industry or shifts in political conditions that increase the costs related to the Company's activities or maintaining its licenses. Operations may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, and expropriation of property, environmental legislation and mine safety.

A number of other approvals, licenses and permits may be required for various aspects of mine development. While the Company will use its best efforts to ensure title to the licenses and access to surface rights continue into the future, these titles or rights may be disputed, which could result in costly litigation or disruption of operations. The Company is uncertain if all necessary permits will be maintained on acceptable terms or in a timely manner. Future changes in applicable laws and regulation or changes in their enforcement or regulatory interpretation could negatively impact current or planned exploration and development activities on the York Harbour Property. Any failure to comply with applicable laws and regulations or failure to obtain or maintain permits, even if inadvertent, could result in the interruption of exploration and development operations or material fines, penalties or other liabilities.

Financing Risks

Although the Company was able to obtain adequate financing in the past, there is no assurance that the Company will continue to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of further exploration and development of its projects with the possible loss of such properties.

Fluctuating Price and Currency

The Company raises its equity primarily in Canadian dollars and will conduct its principal business and operation activities in and proposes to maintain certain accounts in Canadian dollars and United States dollars ("**US Dollars**"). Following the Arrangement, the Company will no longer have operations in the USA making it no longer subject to foreign currency fluctuation which had the risk of adversely affecting the Company's financial position and operating results.

Foreign Countries and Regulatory Requirements

Even if York Harbour Property is proven to host economic reserves of gold/copper/zinc/cobalt and other mineral resources, factors such as governmental expropriation or regulation may prevent or restrict mining of any such deposits or repatriation of profits. Any changes in regulations or shifts in political conditions in Canada are beyond the control of the Company and may adversely affect its business. Operations may be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, expropriation of property, environmental legislation and mine safety.

Uninsurable Risk

In the course of exploration, development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including rock bursts, cave-ins, fires, flooding and earthquakes may occur. It is not always possible to fully insure against such risks and the Company may decide not to take out insurance against such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of the Company.

No Assurance of Surface Rights

The Company has represented that it has mineral property interests in the York Harbour Property. However, it remains possible that surface rights corresponding to the mineral properties may be subject to prior other rights or may be affected by undetected defects.

Permits and Licenses

The operations of the Company may require licenses and permits from various governmental authorities. There can be no assurance that such licenses and permits as may be required to carry out exploration, development and mining operations at its projects will be granted.

Competition

The mineral industry is intensely competitive in all its phases. The Company competes with many companies possessing greater financial resources and technical facilities than itself for the acquisition of mineral concessions, claims, leases and other mineral interests as well as for the recruitment and retention of qualified employees and service providers. Factors beyond the control of the Company may affect the marketability of mineral substances discovered. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in the Company not receiving an adequate return on invested capital or losing its investment capital.

Environmental Risk

The Company's operations may be subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations, such as seepage from tailings disposal areas, which could result in environmental pollution. A breach of such legislation may result in imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for noncompliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors, consultants and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of operations. There is no assurance that future changes in environmental regulation, if any, will not adversely affect the Company's operations. In addition, environmental risks may exist on properties in which the Company holds interests which are unknown at present and which have been caused by previous or existing owners or operators. Furthermore, future compliance with environmental reclamation, closure and other requirements may involve significant costs and other liabilities. The Company intends to fully comply with all environmental regulations.

Public Health Crises such as COVID-19 Pandemic and other Uninsurable Risks

Events in the financial markets have demonstrated that businesses and industries throughout the world are very tightly connected to each other. General global economic conditions seemingly unrelated to the Company or to the mining industry, including, without limitation, interest rates, general levels of economic activity, fluctuations in the market prices of securities, participation by other investors in the financial markets, economic uncertainty, national and international political circumstances, natural disasters, or other events outside of the Company's control may affect

the activities of the Company directly or indirectly. In the course of development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including rock bursts, cave-ins, fires, flooding and earthquakes may occur. The Company's business, operations and financial condition could also be materially adversely affected by the outbreak of epidemics or pandemics or other health crises. For example, in late December 2019, COVID-19 originated, subsequently spread worldwide and on March 11, 2020, the World Health Organization declared it was a pandemic. The risks of public health crises such as the COVID-19 pandemic to the Company's business include without limitation, the ability to gain access to government officials, the ability to continue drilling, the ability to raise funds, employee health, workforce productivity, increased insurance premiums, limitations on travel, the availability of industry experts and personnel, disruption of the Company's supply chains and other factors that will depend on future developments beyond the Company's control. In particular, the continued spread of the coronavirus globally, prolonged restrictive measures put in place in order to control an outbreak of COVID-19 by Canadian and United States governments or other adverse public health developments could materially and adversely impact the Company's business and the exploration and development of its mineral properties and could materially slow down or the Company could be required to suspend its operations for an indeterminate period. There can be no assurance that the Company's personnel will not ultimately see its workforce productivity reduced or that the Company will not incur increased medical costs or insurance premiums as a result of these health risks. In addition, the coronavirus pandemic or the fear thereof could adversely affect global economies and financial markets resulting in volatility or an economic downturn that could have an adverse effect on the demand for gold/copper/zinc/cobalt and the Company's future prospects.

Epidemics such as COVID-19 could have a material adverse impact on capital markets and the Company's ability to raise sufficient funds to finance the ongoing development of its material business. All of these factors could have a material and adverse effect on the Company's business, financial condition and results of operations. The extent to which COVID-19 impacts the Company's business, including its operations and the market for its securities, will depend on future developments, which are highly uncertain and cannot be predicted at this time, and include the duration, severity and scope of the outbreak and the actions taken to contain or treat the coronavirus outbreak. It is not always possible to fully insure against such risks, and the Company may decide not to insure such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the common shares of the Company. Even after the COVID-19 pandemic is over, the Company may continue to experience material adverse effects to its business, financial condition and prospects as a result of the continued disruption in the global economy and any resulting recession, the effects of which may persist beyond that time. The COVID-19 pandemic may also have the effect of heightening other risks and uncertainties disclosed and described in this Information Circular.

Forward-looking statements address future events and conditions and therefore involve inherent risks and uncertainties. Actual results may differ materially from those currently anticipated in such statements.

Promoters

Other than its directors and officers, there is no person who is or who has been within the two years immediately preceding the date of the Information Circular, a promoter, as defined under applicable Securities Legislation, of the Company or its subsidiaries.

Legal Proceedings and Regulatory Actions

As of the date of this Information Circular there have been no material legal proceedings to which the Company is or was a party, or that any of its property is or was the subject of nor, to the knowledge of the Company, are any such proceedings known to be contemplated.

There have been no penalties or sanctions imposed against the Company by a court relating to provincial and territorial securities legislation or by a securities regulatory authority within the three years immediately preceding the date of this Information Circular and there have been no other penalties or sanctions imposed against the Company that would be necessary to be disclosed for this Schedule to contain full, true and plain disclosure of all material facts relating to the Company.

The Company has not entered into any settlement agreements with a court relating to provincial and territorial securities legislation or with a securities regulatory authority within the three years immediately preceding the date of this Information Circular.

Interests of Management and Others in Material Transactions

Other than as disclosed below or elsewhere in this Information Circular, none of the directors or executive officers of the Company, any shareholder directly or indirectly beneficially owning or exercising control or direction over, more than 10% of the outstanding Company Shares, nor any associate or affiliate of any of the foregoing persons, has had any material interest, direct or indirect, in any transaction during the three most recently completed financial years or during the current financial year or in any proposed transaction that, in either case, has materially affected or would materially affect the Company or any of its subsidiaries.

Auditor, Transfer Agent and Registrar

The Company's auditor will continue to be MS Partners LLP of 303 – 500 Danforth Avenue, Toronto, ON M4K 1P6.

The transfer agent and registrar for the Company Shares will continue to be Computershare Investor Services Inc. of 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

Material Contracts

The only material contract entered into by the Company, other than those entered into in the ordinary course of business, since the beginning of its financial year ended January 31, 2023, or prior to that date if such material contract is still in effect is the Arrangement Agreement. See the section of the Information Circular entitled "*Approval of the Arrangement*".

A copy of the Arrangement Agreement may be inspected at any time up to the commencement of the Meeting during normal business hours at the Company's offices located at 1518 – 800 West Pender Street, Vancouver, BC V6C 2V6 or it may be obtained from the Company's SEDAR profile at www.sedar.com.

Experts

Name of Experts

MS Partners LLP issued an audit report in connection with the annual financial statements of the Company for the financial years ended January 31, 2023, 2022 and 2021 incorporated by reference in the Information Circular. MS Partners LLP is independent within the meaning of the Code of Professional Conduct applicable to members of the Institute of Chartered Professional Accountants of British Columbia.

Interest of Experts

To the best of the Company's knowledge, the aforementioned expert held either less than one percent or no securities of the Company or of any associate or affiliate of the Company when they prepared the aforementioned report, valuation, statement or opinion, and no securities were subsequently received or to be received by such expert.

Neither the aforementioned expert, nor any directors, officers nor employees of such expert are currently, or are expected to be elected, appointed or employed as, a director, officer or employee of the Company or of any associate or affiliate of the Company.

Qualified Person

The Company technical information in this Schedule has been prepared in accordance with the Canadian regulatory requirements set out in NI 43-101 and reviewed and approved by Luke van der Meer, B.Sc., P.Geo., a Qualified Person.

Other Material Facts

There are no further material facts or particulars in respect of the securities of the Company, to the knowledge of the Company, that are not already disclosed herein that are necessary to be disclosed for this Information Circular to contain full, true and plain disclosure of all material facts relating to the Company.

SCHEDULE "G"

INFORMATION CONCERNING SPINCO POST-ARRANGEMENT

The following information is provided by Spinco on a post-Arrangement basis, which should be read together with the more detailed information and financial data and statements concerning Spinco contained elsewhere in the Information Circular to which this Schedule "G" is attached. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. All capitalized terms that are not otherwise defined in this Schedule "G" shall have the meanings ascribed thereto in the Information Circular. The information contained in this Schedule "G", unless otherwise indicated, is given as of the date of the Information Circular. See in the Information Circular "Cautionary Note Regarding Forward-Looking Statements" in respect of certain forward-looking statements included herein.

Corporate Structure

Name, Address and Incorporation

Spinco was formed on April 23, 2014 from the three-cornered amalgamation whereby 0982887 B.C. Ltd. and Phoenix Gold Resources Ltd., both non-reporting issuers incorporated under the BCBCA, amalgamated forming a new corporation wholly-owned by the Company (formerly known as Phoenix Gold Resources Corp.).

Spinco's head and principal business address will continue to be 1518 – 800 West Pender Street, Vancouver, BC V6C 2V6. Spinco' registered office address will continue to be 1000 – 595 Burrard Street, Vancouver, BC V7X 1S8.

Spinco is currently not a reporting issuer. On completion of the Arrangement, it is anticipated that Spinco will be a reporting issuer in British Columbia, Alberta and Ontario. Spinco will not have any of its securities listed or quoted on any stock exchange. Following receipt of the Company Shareholder approval of the Arrangement, Spinco intends to complete an equity financing by way of rights offering, private placement or other means and seek a listing of the Spinco Shares on a Canadian stock exchange; however, there can be no assurances as to if, or when, such listing will occur.

Intercorporate Relationships

On completion of the Arrangement, Spinco will continue to have one wholly-owned Nevada subsidiary, Phoenix Gold Resources (USA) Inc., which holds the interests in the Phoenix Gold Properties.

Description of the Business

Summary of the Business

Following the Arrangement, Spinco intends to operate as a gold and silver exploration and development company and will advance its Phoenix Gold Properties and seek other mining assets. Spinco's principal properties known as the Phoenix Gold Properties consists of the Eldorado Property and the Plumas Property, both located in the Battle Mountain mining district, one of Nevada's prolific mineral districts. Spinco intends to complete the exploration program for the Phoenix Gold Properties recommended in the Phoenix Gold Technical Report as described below in "*Material Mineral Property – Exploration, Development and Production*".

Spinco is in the exploration stage and does not mine, produce or sell any mineral products at this time, nor do any of its current properties have any known or identified current mineral reserves. As Spinco is an exploration stage company with no producing properties, it has no current operating income, cash flow or revenues. There is no assurance that a commercially viable mineral deposit exists on its properties. Spinco intends to evaluate, explore and develop its properties through additional equity or debt financing.

Specialized Skill and Knowledge

Many aspects of Spinco's business will require specialized skill and knowledge. Such skills and knowledge include the areas of geology, drilling, logistical planning and implementation of exploration programs and accounting. Spinco will retain executive officers and consultants with experience in mining, metallurgy, geology, exploration and development in Canada and generally, as well as executive officers and consultants with relevant experience.

Competitive Conditions

The mineral exploration and mining industry is competitive in all phases of exploration, development and production. Spinco competes with a number of other entities and individuals in the search for and the acquisition of attractive mineral properties. As a result of this competition, Spinco may not be able to acquire attractive properties in the future on terms it considers acceptable. Finally, Spinco competes for investment capital with other resource companies, many of whom have more advanced properties that are better able to attract equity investment and other capital. The ability of Spinco to acquire attractive mineral properties in the future depends not only on its success in exploring and developing its present properties, but also on its ability to select, acquire and bring to production suitable properties or prospects for exploration, mining and development. Factors beyond the control of Spinco may affect the marketability of minerals mined or discovered by Spinco. See the section below entitled "*Risk Factors*".

Components

The raw materials Spinco requires to carry on its business at Spinco's mineral exploration projects are available through normal supply or business contracting channels in Canada. Over the past several years, increased mineral exploration activity on a global scale has made some services difficult to procure, particularly skilled and experienced contract drilling personnel. It is possible that delays or increased costs may be experienced in order to proceed with drilling activities during the current period. Such delays could significantly affect Spinco if, for example, commodity prices fall significantly, thereby reducing the opportunity Spinco may have had to develop a particular project had such tests been completed in a timely manner before the fall of such prices.

Cycles

The mining business, and particularly precious metals production, is subject to metal price cycles. The marketability of minerals and mineral concentrates is also affected by worldwide economic cycles.

Economic Dependence

Spinco's business is not dependent on any contract to sell the major part of its products or services or to purchase the major part of its requirements for goods, services or raw materials, or on any franchise or license or other agreement to use a patent, formula, trade secret, process or trade name upon which its business depends.

Changes to Contracts

Except in connection with the Arrangement or as described elsewhere in the Information Circular, it is not expected that Spinco's business will be affected in the current financial year by the renegotiation or termination of contracts or subcontracts.

Environmental Protection

The current and future operations of Spinco, including exploration, acquisition and development activities, are subject to extensive laws and regulations governing environmental protection, employee health and safety, exploration, development, tenure, production, taxes, labour standards, occupational health, waste disposal, protection and remediation of environment, reclamation, mine safety, toxic substances and other matters. Spinco's operations are located in Canada and are subject to national and local laws and regulations. Compliance with such laws and regulations can increase the costs of, and potentially delay exploring, planning, designing, drilling and developing Spinco's properties.

Employees

At the end of the most recently completed financial year, Spinco had no employees. No management functions of Spinco are or will, upon closing of the Arrangement, be performed to any substantial degree by a person other than the directors or executive officers of Spinco. Spinco has not experienced, and does not expect to experience, difficulty in attracting and retaining qualified personnel. However, no assurance can be given that a sufficient number of qualified employees can be retained by Spinco when necessary.

Foreign Operations

Spinco will not be dependent upon any foreign operations outside of North America.

Two-Year History

Spinco was formed from the three-cornered amalgamation and reverse take-over transaction in April 23, 2014 as the wholly-owned subsidiary of the resulting issuer, the Company. It holds the Phoenix Gold Properties which it holds through Phoenix Gold USA, a Nevada corporation incorporated in order to hold the Phoenix Gold Properties as required under the laws of Nevada.

Phoenix Gold Properties

On completion of the Arrangement, Spinco will have interests in the Phoenix Gold Properties which is comprised of the Eldorado Property and the Pluma Property.

The following information regarding the Phoenix Gold Properties is based on the Phoenix Gold Technical Report prepared by Yingting (Tony) Guo, Ph.D., P.Geo., of C2 Mining International Corp. (the "**Author**"), a qualified person for the purposes of NI 43-101. Unless otherwise stated, the information in this section is as of the date of the Phoenix Gold Technical Report and included with the consent of the Author. Portions of the following information are based on assumptions, qualifications and procedures that are not fully described herein and include references to other sources that are referred to in the Phoenix Gold Technical Report. Reference should be made to the full text of the Phoenix Gold Technical Report incorporated by reference into the Information Circular, which will be available for review on the Company's profile on SEDAR at www.sedar.com. The Phoenix Gold Technical Report is available for inspection upon request.

Property Description, Location and Access

The Phoenix Gold Properties are located in the Battle Mountain Mining District in Lander County, Nevada, and covers a total area of 24.48 hectares, comprising three (3) patented mining claims and 1 patented mill site claim. The Phoenix Gold Properties are situated approximately 20 kms southwest of the town Battle Mountain, 120 kms of the city Elko, Nevada.

The Plumas Property, which forms part of the Phoenix Gold Properties, is owned 50% by Phoenix Gold USA which also has a leasehold interest in the remaining 50% of Plumas Property. The Eldorado Property is 50% owned by Phoenix Gold USA.

Status of each mineral tenure comprising the Phoenix Gold Properties is summarized in the table below including tenure number and name, issue and expiry dates, ownership, and area in hectares.

Description of the mineral tenures.

MINERAL TENURE SUMMARY							
Property	Claim Name	Mineral Survey	Mineral Patent #	Assessor's Parcel #	District	Property Section of T31N, R43E MDM	Hectares
Plumas	Plumas	47A	6597	098-702-63	Battle Mountain	Section 15	16.39 ha
	Plumas Millsite	47B	6597	098-702-63			
	Goodwin	48	6598	098-702-64	Battle Mountain	Section 29	8.09 ha
Eldorado	Eldorado	3523	3523	098-703-40			

A Notice of Intent from the US Bureau of Land Management is required to conduct exploration drilling, and the permit could be gained within two months. Nevada Department of Environmental Protections (NDP) is located in Carson City, Nevada, which is in charge of all environmental matter. There is no outstanding environmental concerns and issues related to the Phoenix Gold Properties.

The primary economic base for the Battle Mountain is gold mining. The construction of the Battle Mountain station of Central Pacific Railroad in 1870 was established this town to serve the local copper and gold mining industry. Now, the Union Pacific Railroad line runs through Battle Mountain. All necessary goods and services can be obtained easily in the town. Due to the long-history of mining activities, the Battle Mountain town also serves a well-developed electrical grid and water supply infrastructure for the mining industry.

The Phoenix Gold Properties is adjacent to the world class Fortitude gold-silver mine, which is owned by Newmont Goldcorp. A well-maintained road network provides access to the Battle Mountain towns and adjacent areas of the Phoenix Gold Properties. In addition, the roads are the all-weather paved and gravel roads. To access the Phoenix Gold Properties, travel south from Battle Mountain on State Highway 305 approximately 13 miles to the turnoff of the Buffalo Valley road, then south on the Buffalo Valley Road 4 miles to the Willow Creek Reservoir Road, then northerly on the Willow Creek Reservoir Road approximately 3 miles past Newmont's Phoenix Mine Project

Spinco acquired, through its subsidiary, Phoenix Gold USA, 50% of the Eldorado Property and 50% of the Plumas Property, all of which together comprise the Phoenix Gold Properties pursuant to an acquisition agreement and an option agreement for the Eldorado Property. The patented mineral claims comprising the properties include surface rights and mineral rights, including the right to explore for, mine, and remove all ores and minerals, and all water rights and improvements, easements, licenses, rights-of-way and other interests appurtenant.

The Plumas Property is comprised of two patented mineral claims and one patented millsite claim owned 50% by Phoenix Gold USA, and 50% by William Matlack, which had previously been leased by Spinco. Phoenix Gold Resources Corp. ("**Phoenix Gold**") had acquired its 50% ownership interest in the Plumas Property from AGEI in 2012 by issuing 500,000 Phoenix Gold at a deemed price of US$0.10 per share (equal to payment of US$50,000) to AGEI. Spinco had entered a 20-year renewable lease agreement with William Matlack to acquire a leasehold interest in his 50% interest of Plumas Property which was terminated on January 16, 2023. Under the lease agreement, Phoenix Gold issued 100,000 shares of Phoenix Gold to Matlack at a deemed price of US$0.10 per share. To keep the Plumas Property lease in good standing, Phoenix Gold had to make annual payments of US$35,000 to Matlack and the final payment was made in March 2023 following termination of the lease agreement. The Plumas Property is also subject to 5% net smelter return in favour of Goodwin Plumas Mines Inc, which can be reduced to a 2% NSR by payment of US$1.5 million. Matlack has the right to convert the lease payment right into a 1% NSR, and Phoenix Holdings would have the right to purchase the NSR for US$1 million.

Phoenix Gold USA entered a two year term easement agreement with Newmont starting in January 1, 2012, which allowed an easement of 20 feet in width across the Plumas Property for an underground water pipeline, including the right to constrict, operate, maintain and access the pipeline. The easement expired at the end of 2013.

The Author has not identified any significant factors or risks that might affect access or title, or the right or ability to perform work on, the Phoenix Gold Properties.

History

Historically, the Battle Mountain Mining District has been one of the largest producers of gold with mining history over 150 years (Theodore et al., 1991). The Copper Canyon Cu-Pb-Ze mine was the most important producer for Cu in the Battle Mountain Mining District. The Copper Canyon underground mine was operated during 1917-1955, and the Copper Canyon open pit mine began to operate in 1967, which focused on the eastern orebody (Kotlyar, et al., 1995; Kotlyar et al, 2005). The Fortitude Au-Ag mine is the most important Au mine known to date in this district. Other mines and undeveloped deposits at the Battle Mountain Mining District are numerous during the past 150 years.

The table below summarizes the production history of several mines in the Battle Mountain Mining District.

Deposit no.	Name of deposit	Tonnage (short tons, $*10^{-6}$)	Gold (troy oz per ton)	Silver (troy oz per ton)
1	Lower Fortitude	8.1	0.24	0.93
2	Upper Fortitude	2.8	0.08	0.83
3	Phoenix	42.6	0.046	0.26
4	West Orebody (Copper Canyon)	5	0.012	0.27
5	Northeast Exten (Copper Canyon)	1.2	0.07	0.27
6	East Orebody (Copper Canyon)	14.8	0.012	0.27
7	Reona	8.2	0.031	0.22
8	Minnie	0.7	0.07	0.12
9	Tomboy	2.9	0.07	0.12
10	Midas (Mill)	19.8	0.047	0.372
	Midas (Leach)	8.6	0.029	0.214
11	Sunshine	0.43	0.02	0.15
	Total	115		

Limited modern exploration activities have been conducted on the Plumas Property, although the Plumas Property had a mining history by private owner. The production history on Plumas Property could traced back to 1930s, and intermittent production was recorded during 1934 to 1942. Several shallow shafts were excavated along the outcrop of the mineralized fault zone. However, no historic production amounts were recorded by the previous Goodwin/Plumas mine owner.

No exploration activity has been conducted on the Plumas Property during 1942 to 2008. In 2008, AGEI signed a lease/option agreement with Goodwin Plumas Mines Inc. Then AGEI had conducted geologic mapping and surface geochemical rock chip sampling programs on the Plumas Property during 2008 to 2011. AGEI purchased the Plumas Property in November 2011, and subsequently sold a 50% beneficial interest of the Plumas Property to William Matlack. Phoenix Gold acquired a 50% ownership interest in Plumas Property from AGEI in 2012 and acquired a leasehold interest in November 2013 from William Matlack's 50% beneficial interest in the Plumas Property, which is presently in default for failure to pay annual lease payments but the parties are taking steps to rectify the default. There is no historical drilling completed on the Plumas Property.

The early recorded gold exploration activities occurred in the late 1880's. A project field review report has been prepared by a geologist, including limited workings, geology and mineralization.

The Eldorado Property is 50% owned by Newmont Goldcorp, and Mr. Scott purchased another 50% interest of the Eldorado Property from Mr.Curtis Taylor. AGEI signed an option agreement to purchase the 50% interest in the Eldorado Property with Mr. Scott. Then AGEI conducted geologic mapping and limited rock chip geochemical sampling on the Eldorado Property.

Newmont Goldcorp completed 2 drill holes in 2013 on the Eldorado Property, of which Newmont has 50% interest. However, Newmont Goldcorp would not share their drill results and Phoenix Gold has no information or data from their drilling.

Geological Setting, Mineralization and Deposit Types

The tectonic evolution of Battle Mountain is characterised by episodic tension, which caused tensional deformation, rifting, sedimentation and erosion (Ashton and Nunnemaker, 2011). Then compressional events followed, which resulted in compressional deformation and a series of thrust faults. Many mineralized deposits at Battle Mountain are structurally controlled by the thrust faults (Theodore and Blake, 1975).

Tectonically, Battle Mountain includes the Roberts Mountains allochthon, the Dewitt allochthon, the autochthonous Antler Overlap sequence, and the Golconda allochthon (Figure 7.1), which are composed of a set of thrust sheets (Roberts, 1964, Roberts and Arnold, 1965, Stewart, 1977, and Doebrich, 1995). The Paleozoic assemblages were intruded by Cretaceous and Tertiary intrusions. Battle Mountain is a well-mineralized area, and many deposits formed in the late Eocene and early Oligocene.

The sulfide includes pyrrhotite, arsenopyrite, pyrite, bismuthinite, marcasite, sphalerite, galena, chalcopyrite (Doebrich, 1995). Arsenopyrite is locally massive, and bismuthinite is locally visible in hand specimens. Native gold is most often associated with arsenopyrite, bismuthinite, and several tellurides. The high gold concentration occurs in the pyrrhotite dominant sulfide zone. The presence of massive pyrrhotite is the also main reason for magnetic anomalies. Sulphide mineralization is mainly present along northerly-trending structure conduits as veins.

Limited exploration work had been conducted on the Eldorado Property. AGEI conducted a geological mapping program and limited chip rock sampling program on the Eldorado Property. Strong silicified sedimentary rocks have been outlined on northeast corner of the Eldorado Property. However, the original rock is beyond recognition due to strong alteration. In addition, a dacite stocks also occurred on the Eldorado Property. However, no further information has been found related to the dacite porphyry stock. The dominant sedimentary rock at the Eldorado Property is the Pennsylvanian to Permian Havallah Formation. The Havallah Formation consists of three sub-formations: the lower sub-formation of sandstone, chert, shale and conglomerate, the middle sub-formation of varied colour shale and chert, and the upper sub-formation of quartzite, calcareous sandstone, shale, chert and conglomerate (Maynard, A.J., 2014).

The Battle Mountain Mining District has been a well-known Cu-Au-Ag producer for decades. The mineral mineralization at Battle Mountain Mining District shows characteristic of zonation around Tertiary granodiorite stocks, which include a central zone of Cu+Au+Ag mineralization, to an intermediate zone of Au+Ag mineralization, to outermost zone of Zn+Pb+Ag mineralization (Blake et al., 1984; Theodore, et al., 1990).

Several different deposit types have been identified in the Battle Mountain area, and the main types include stratabound disseminated skarn type, structural controlled vein type, and porphyry type. The Fortitude gold-silver mine, the largest producer in the Battle Mountain area, is the typical stratabound disseminated skarn type. The calc-silicate hornfels of the Antler Peak Limestone is the main host rock for the stratiform Lower Fortitude ore body at the Fortitude gold- silver mine (Wotruba et al, 1986; Theodore et al, 1990). This type mineralization is the dominant mineralization type at Fortitude deposit, containing the bulk of mineable reserves. Structural controlled vein type mineralization also occurred in the Upper Fortitude ore body at the Fortitude Au-Ag mine. The gold-bearing skarn and share zones at Fortitude Au mine are associated with Tertiary-age intrusions, and the gold mineralization is distal products of magmatic-hydrothermal systems. The Copper Canyon mine, a historical producer, is a typical porphyry Cu+Au+Ag mine.

Plumas Property

Gold mineralization at the Plumas Property occurs in shear zones and sedimentary rocks. The deposit types of interest at the Plumas Property are fracture-controlled vein type Au mineralization and stratabound-disseminated mineralization. The fracture-controlled mineralization is the dominant type of gold mineralization. The fracture and shear zone along the Plumas Fault are the main space for structure-controlled vein type mineralization at the Plumas Property, especially at the intersection of steeply dipping northeast-trending faults with north-trending faults. Mineralized material-bearing hydrothermal fluid filled in fractures and deposited in sulfides.

The host rock of disseminated mineralization is primarily sandstone of Devonian Scott Canyon Formation, which is not a favorable host rock for mineralization compared with carbonaceous sedimentary rocks. However, the Devonian Scott Canyon Formation also contains some calcareous grains.

The deposit type at the Plumas Property is a large fault/fracture-controlled vein gold deposit. Mineralization is preferentially located along major structural trends, in associated adjacent fracturing and rock foliations, and as dissemination in favorable host lithologies. The gold mineralization is associated and created by magmatic-associated hydrothermal fluid.

Eldorado Property

Most of the outcrops in the Eldorado Property underwent considerable alteration, and the alteration consists of bleaching and recrystallization plus silicification. The altered rocks look like quartzite, but the original rocks are unknown.

The northwest and north-trending faults were well developed in the Eldorado Property, and structural-controlled gold mineralization was present near-surface. In addition, the Eldorado Property also has potential for high-grade copper-

gold skarn at depth. The favorable host rock for skarn-type mineralization, the Permian Antler Peak Limestone, is found in the vicinity of the Eldorado Property.

The author considers that both Plumas Property and the Eldorado Property may be the distal components of porphyry systems.

Exploration

Exploration work at the Phoenix Gold Properties has been carried out by several different operators over the years. The exploration work includes diamond drilling, geophysical and geochemical surveys, and geological mapping. This section briefly summarized the results from the geological mapping and geochemistry programs completed by AGEI during 2012 to 2013. No prospecting activities at Plumas Property were recorded from 1942 to 2008. AGEI completed geologic mapping and surface geochemical rock chip sampling during 2009 to 2011, and a drilling program had been completed on the Plumas Property in 2014 by Phoenix Gold. In addition, magnetic survey had been conducted on the Battle Mountain area, which covers the Plumas Property

The Plumas Property has a production history between 1934 to 1942, and a few historical shafts and adits would be seen on the surface. The below table sets out the assay results of rock chip samples in the Plumas Property.

Method	Project	Au-AA23	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41
Analyte	Area	Au	Ag	As	Sb	Hg	Cu	Pb	Zn	Mo	Bi
		ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm
PP- 19	Plumas	39.815	26	1305	37	0.31	194	1655	137	0	477
PP- 4	Plumas	28.100	155	4620	157	0.05	170	2240	318	1	153
PP - 30	Plumas	16.300	54	1985	75	0.18	138	1920	13	2.84	106
TOP-1	Plumas	12.900	510	>10000	94	1.32	459	2990	621	20	555
TOP-3	Plumas	10.700	29	>10000	43	0.28	949	4710	439	11	772
PP- 9	Plumas	9.460	158	5800	466	0.56	246	1.65%	60	5	334
TOP-4	Plumas	7.830	19	>10000	27	0.06	630	1445	271	7	66
TOP-2	Plumas	7.410	33	>10000	51	0.20	891	2540	724	5	331
PP- 5	Plumas	7.170	80	5290	164	0.19	66	1880	348	2	66
PP- 1	Plumas	6.970	46	2110	21	0.08	117	634	74	1	59
PP - 49	Plumas	6.810	66	4810	21	0.24	292	9070	271	0.61	126
PP-27	Plumas	6.690	110	>10000	26	0.6	143	5160	112	0.14	246
PT-2_Dump	Plumas	6.050	63	2320	38	0.42	66	1340	40	2.4	129
NPL-D2	Plumas	5.740	81	2630	283	0.27	128	1315	21	4	128
P-14	Plumas	5.480	33	4270	60	0.12	224	872	138	11	49
PP - 32	Plumas	5.440	181	>10000	474	0.19	307	3510	44	5.79	345
P-05	Plumas	5.180	21	2550	75	0.13	133	357	122	9	8
P-07	Plumas	4.920	59	4900	17	0.16	150	625	66	<1	64
PP - 29	Plumas	4.510	48	2230	12	0.12	81	994	38	4.25	92
PP - 33	Plumas	4.460	305	>10000	231	0.17	251	1205	22	3.45	211
PP - 53	Plumas	4.310	85	>10000	54	<0.01	135	1625	62	8.89	722
PP- 11	Plumas	4.070	43	1665	15	0.10	344	308	55	4	51
NPL-D4	Plumas	3.900	166	2490	366	0.16	129	1025	39	4	68
PT-6_Dump	Plumas	3.690	252	3740	294	0.85	80	4950	97	2.69	378
PP - 47	Plumas	3.650	58	1495	23	0.04	72	1985	74	1.41	322
PT-5_Dump	Plumas	3.530	275	4740	100	0.30	101	2980	66	3.43	198
P-21	Plumas	3.490	55	3150	166	0.31	129	1065	23	14	66
PP - 54	Plumas	3.440	4	1225	39	0.05	99	684	99	3.84	263
PP - 48	Plumas	3.350	132	>10000	28	0.26	64	0	883	0.15	215

Method	Project	Au-AA23	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41
Analyte	Area	Au	Ag	As	Sb	Hg	Cu	Pb	Zn	Mo	Bi
		ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm
PT-10_Dump	Plumas	2.970	104	8270	58	0.20	147	826	130	3.87	175
PP - 34	Plumas	2.960	115	>10000	268	0.59	188	3330	119	4.76	317
TOP-5 N.E.	Plumas	2.920	158	>10000	89	0.87	389	4.94%	2280	20	8
Fort-NE-1	Plumas	2.720	10	813	78	1.81	408	2.47%	1570	23	6
P-17	Plumas	2.720	39	>10000	77	0.32	37	2470	16	1	54
NPL-D1	Plumas	2.680	36	3420	19	0.30	43	1755	137	1	27
PP- 2	Plumas	2.370	16	2230	6	0.05	55	346	17	1	17
PT-11_Dump	Plumas	2.140	307	1095	77	0.94	32	1415	23	0.97	102
PT-8_Dump	Plumas	2.070	86	2120	99	0.85	41	2740	22	3.04	125
P-20	Plumas	2.040	109	3520	389	0.26	43	2980	23	3	151

Early prospecting in the Eldorado Property occurred in the late 1880's. In 1930, a geologist finished a project field review and a private mineral report was completed based on the limited workings, geology and mineralization. AGEI conducted geologic mapping and rock chip geochemical sampling during April 2012 to July 2013. The rock chip samples include quartz- gossan material and siliceous veinlets hosted along the mineralized fault and shear contacts, and a total of 24 rock samples were collected at the Eldorado Property. Some anomalous gold values were returned, and rock chip sample assay results are listed in the table below. The selective sampling of the Eldorado Property returns up to 22.9 g/t Au.

		Au-AA23	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41	ME-ICP41
Sample	Project	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm
Name	Area	Au	Ag	As	Sb	Hg	Cu	Pb	Zn	Mo	Bi
REL-1	Eldorado	0.664	32	4690	71	0.1	87	166	30	15	5
REL-2	Eldorado	1.640	47	>10000	168	0.2	337	634	597	4	4
REL-3	Eldorado	0.808	55	5710	127	0.1	112	309	74	4	7
REL-4	Eldorado	7.370	37	>10000	331	0.1	1775	1415	103	13	85
REL-5	Eldorado	10.950	92	2100	111	10.0	488	1370	89	16	828
REL-6	Eldorado	6.260	211	6000	1270	<1	1885	2720	3320	55	86
REL-7	Eldorado	0.311	3	588	15	<1	103	171	14	29	13
REL-8	Eldorado	0.079	6	199	16	<1	58	188	4	8	12
REL-9	Eldorado	0.015	1	76	<2	<1	343	16	3	10	2
REL-10	Eldorado	0.135	2	170	<2	<1	23	36	2	23	6
REL-11	Eldorado	0.065	1	298	2	<1	35	20	6	9	2
REL-12	Eldorado	0.181	5	353	14	<1	340	97	11	10	3
REL-13	Eldorado	7.850	133	>10000	711	1.0	3680	>10000	1985	6	66
JR-44	Eldorado	0.521	1	25	<2	<1	22	7	24	2	3
JR-45	Eldorado	0.623	8	210	<2	<1	401	19	179	14	9
JR-46	Eldorado	0.562	2	2160	24	<1	417	194	118	12	4
JR-47	Eldorado	0.702	29	749	60	<1	234	4350	91	14	7
JR-48	Eldorado	2.350	23	2400	710	<1	73	1290	96	14	84
JR-49	Eldorado	0.705	23	922	43	1.0	3610	105	202	15	17
JR-50	Eldorado	0.272	7	158	4	<1	62	39	10	75	3

Drilling

There are no records of drilling activities on the Phoenix Gold Properties prior to 2013. Phoenix Gold completed six diamond drilling holes with a total length of 4,408 feet (1,343 meters) on the Plumas Property in 2014. The details of the six drill holes, CPL-1, CPL-4, CPL-7, CPL-8, CPL-9 and CPL-10A, are listed on the table below.

Hole ID	Northing (feet)	Easting (feet)	Elevation (feet)	Total depth (feet)
CPL-1	14727112	1608069	6507	447
CPL-4	14727300	1607999	6486	588
CPL-7	14727395	1607884	6461	923
CPL-8	14727805	1607679	6214	987
CPL-9	14728041	1607581	6146	966
CPL-10A	14727947	1607680	6164	497

Sampling, Analysis and Data Verification

A total of 188 rock chip samples were collected at the Plumas Property and the Eldorado Property. The samples were sent to ALS Laboratory in Reno, Nevada for analysis. However, no standards, blanks, and duplicates were found along with the rock chip samples.

A total of 720 drill core samples with a length of 4,193 feet were collected at Plumas Property. The drill cores are split in half, and the half were collected and sent out for analysis. Almost entire holes are sampled, and the length of core samples ranged from 0.5 feet to 10 feet. The samples with abundant sulfides are short in length, while the samples with less sulfides are long in length. Some, but not all, of the mineralized cores from the other half of the drill core samples are stored at a garage in Reno, Nevada owned by Mr. Donald McDowell.

The drill core samples were collected by Phoenix Gold, and one blank and one standard were inserted roughly every 20 samples. All the samples were analyzed at the ALS Minerals Laboratory in Reno, Nevada. ALS is an International Standards Organization (ISO) 9001:2008 and ISO 17025-2005 certified geochemical analysis and assaying laboratory. One blank and one standard are inserted around every 20 samples.

Once received by ALS, the samples were logged into the ALS tracking system, assigned bar code labels and weighed. The samples were then dried and crushed to pass a 2 mm screen (70% minimum pass). A 500 g split was taken and pulverized to pass a 75-micron screen (85% minimum pass).

The prepared samples were analyzed by ALS Geochemistry methods Au-AA23 (Gold by Fire Assay 30 g), ME-ICP41 (35 Element Aqua Regia ICP-AES)). For method Au-AA23, a prepared sample is fused with a mixture of lead oxide, sodium carbonate, borax, silica and other reagents as required, inquarted with 6 mg of gold-free silver and then cupelled to yield a precious metal bead. The bead is digested in 0.5 ml dilute nitric acid in the microwave oven, 0.5 ml concentrated hydrochloric acid is then added and the bead is further digested in the microwave at a lower power setting. The digested solution is cooled, diluted to a total volume of 4 ml with de-mineralized water, and analyzed by atomic absorption spectroscopy against matrix-matched standards.

For ME-ICP41 analysis, a prepared sample (0.50 grams) is digested with aqua regia for at least one hour in a graphite heating block. After cooling, the resulting solution is diluted to 12.5 ml with demineralized water, mixed and analyzed by inductively coupled plasmaatomic emission spectrometry. The analytical results are corrected for inter-element spectral interferences.

Mineral Processing and Metallurgical Testing

To the knowledge of the Author, no mineral processing or metallurgical testing has been carried on the Phoenix Gold Properties.

Mineral Resource and Mineral Reserve Estimates

To the knowledge of the Author, no mineral resources or mineral reserves have been identified on the Phoenix Gold Properties.

Exploration, Development and Production

The Plumas Property and Eldorado Property are situated in favourable tectonic and depositional environments in the Battle Mountain Mining District, which are spatially associated with Newmont Fortitude gold-silver mine, Copper Canyon copper mine, and Copper Basin copper- gold mine. Sampling and drilling in the Plumas Property has confirmed the presence of both structure-controlled vein-type mineralization and disseminated sedimentary host mineralization. The mineralization events are genetically related to the Tertiary intrusive rocks and associated hydrothermal fluids, and faults provide the conduit.

The central part of Plumas Property has been moderately explored through geochemistry chip rock sampling and drilling programs, which defines a trend of gold mineralization along the Plumas fault. Gold mineralization at the Plumas Property occurs adjacent to the Plumas fault. This area is characterized by fracture zones, which host structure-controlled vein type Au mineralization and minor disseminated Au mineralization in Devonian Scott Canyon formation. The depth of mineralization ranges from 100 feet to 300 feet. Future drilling at the Plumas Property should target the north part of Plumas fault, and especially the high magnetic anomalies area.

Exploration activities conducted in the Eldorado Property have been limited to surface geochemical, and geophysical surveys. Limited rock chip sampling has confirmed the surface Au mineralization. The major part of the Eldorado Property is largely unexplored. Additional chip rocks sampling should be conducted on the unexplored area, especially the fracture zone.

As of the effective date of the Phoenix Gold Technical Report, no mineral resources have been defined. Further exploration programs are required in order to determine whether or not mineralization present within the project is of economic significance.

Dividends or Distributions

There is no restriction that would prevent Spinco from paying dividends on the Spinco Shares. However, Spinco has not paid any dividends on the Spinco Shares during the three most recently completed financial years and during the current financial year, and it is not contemplated that Spinco will pay any dividends on the Spinco Shares in the immediate or foreseeable future. Any payment of dividends in the future is at the discretion of the Spinco Board.

Management's Discussion and Analysis

The management's discussion and analysis in respect of the Carve-Out Financial Statements for the years ended January 31, 2023 and 2022 are attached to the Information Circular as Schedule “J”. The management's discussion and analysis should be read in conjunction with the Carve-Out Financial Statements and the notes thereto attached to the Information Circular as Schedule “H”.

Description of Spinco's Securities

The authorized capital of Spinco consists of an unlimited number of Spinco Shares without par value and an unlimited number of common shares without par value. As of the date of this Information Circular, the Company is the holder of 15,750,100 Spinco Shares, representing all of the issued and outstanding Spinco Shares, and no preferred shares are outstanding.

On completion of the Arrangement, it is anticipated that there will be approximately 13,705,788 Spinco Shares outstanding, which will be owned 100% by the Company Shareholders. See “*Approval of the Arrangement – Principal Steps of the Arrangement*” for more details.

Spinco Shareholders are entitled to one vote per Spinco Share at all meetings of Spinco Shareholders. Spinco Shareholders are entitled to receive dividends as and when declared by the Spinco Board and to receive a pro rata

share of the assets of Spinco available for distribution to Spinco Shareholders in the event of the liquidation, dissolution or winding-up of Spinco. All Spinco Shares rank equally as to all benefits which might accrue to the Spinco Shareholders.

Consolidated Capitalization

There have not been any material changes in the share and loan structure of Spinco since the date of the Carve-Out Financial Statements. As a result of the Arrangement, there will be changes to Spinco's share capital. For details of these changes please see the heading of the Information Circular entitled "*Approval of the Arrangement*", and the pro forma financial statements, including the notes thereto, attached as Schedule "I" to the Information Circular.

Pro Forma Consolidated Capitalization

The following table sets out the capitalization of Spinco as at January 31, 2023 both before and after giving effect to the Arrangement. The table should be read in conjunction with the Carve-Out Financial Statements, including the notes thereto, attached to the Information Circular as Schedule "H", and the pro forma financial statements, including the notes thereto, attached as Schedule "I" to the Information Circular.

Designation of Security	Amount Authorized or to be Authorized	Outstanding as at January 31, 2023[(1)]	Outstanding as at January 31, 2023 after giving effect to the Arrangement[(1)]
Common Shares	Unlimited	15,750,100	13,705,788

Notes:
1. Calculated on an undiluted basis

Pro Forma Fully Diluted Share Capital

The following table shows the number and percentage of Spinco Shares expected to be outstanding on a fully-diluted basis after giving effect to the Arrangement. The table should be read in conjunction with the pro forma financial statements, including the notes thereto, attached as Schedule "I" to the Information Circular.

Description of Issue	Number of Spinco Shares After Giving Effect to the Arrangement / Percentage of Total
Spinco Shares	13,705,788/ 100%
Fully-Diluted	13,705,788 / 100%

Options and Other Rights to Purchase Securities

No options to purchase securities of Spinco have been issued since incorporation.

Prior Sales

Spinco has not issued any securities during the 12-month period prior to the date of this Information Circular.

Principal Shareholders

To the knowledge of the directors and executive officers of Spinco, and based on existing information as of the date hereof, no persons nor companies, upon completion of the Arrangement will, beneficially own, or control or direct, directly or indirectly, voting securities of Spinco carrying 10% or more of the voting rights attached to any class of voting securities of Spinco are as follows:

Escrowed Securities

To the knowledge of Spinco, as of the date of this Information Circular, there are no securities of Spinco held in escrow or subject to contractual restrictions on transfer, and Spinco does not anticipate that any securities of Spinco will be subject to escrow or contractual restrictions on transfer as of the Effective Date.

Directors and Executive Officers

Name, Occupation and Security Holding

The following table sets out the names of directors and executive officers, the positions and offices which they are anticipated to hold post-Arrangement, their respective principal occupations within the five preceding years and the approximate number of Spinco Shares which each beneficially will own, directly or indirectly, or over which control or direction will be exercised immediately after completion of the Arrangement.

Name, Province or State, and Country of Residence and Position(s)[1][2]	Principal Occupation During Past Five Years[1]	Number of Spinco Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly, Immediately Following the Completion of the Arrangement[3]	Director Since	Percentage of Spinco Shares Issued and Outstanding Immediately Following the Completion of the Arrangement[4]
Andrew Lee[1][2] British Columbia *Director, President and CEO*	(See below for descriptions of principal occupations for the past five years.)	Nil	April 23, 2014	565,056
Roger Baer[1][2] British Columbia *Director*	(See below for descriptions of principal occupations for the past five years.)	Nil	February 18, 2022	100,000
J. Douglas Blanchflower British Columbia *Director*	(See below for descriptions of principal occupations for the past five years.)	Nil	n/a	40,000

Notes:

(1) The information as to residence and principal occupation, not being within the knowledge of the Company or Spinco, has been furnished by the respective directors and officers individually.

(2) Directors serve until the earlier of the next annual general meeting or their resignation.

(3) The information as to securities beneficially owned or over which a director or officer exercises control or direction, not being within the knowledge of Company or Spinco, has been furnished by the respective directors and officers individually based on shareholdings in Company as of the date of this Information Circular.

(4) Assuming approximately 13,705,788 Spinco Shares are outstanding after completion of the Arrangement.

Upon the completion of the Arrangement, it is expected that the directors and executive officers of Spinco as a group, will beneficially own, directly or indirectly, or exercise control or direction over an aggregate of approximately 705,056 Spinco Shares, representing approximately 5.14% of the issued and outstanding Spinco Shares assuming approximately 13,705,788 Spinco Shares are outstanding after completion of the Arrangement.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Except as set-out below, no proposed director or executive officer of Spinco is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including Spinco), that:

(a) was subject to a cease trade order, an order similar to a cease trade order, or 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, that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer, or

(b) was subject to an order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Except as set out below, no proposed director or executive officer of Spinco, or a shareholder holding a sufficient number of securities of Spinco to affect materially the control of Spinco:

(a) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including Spinco) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(b) has, within 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Mr. Andrew Lee was serving as a director of G2 Technologies Corp. (formerly Green 2 Blue Energy) from March 23, 2018 to October 29, 2020. On January 29, 2020, Green 2 Blue Energy was subject to a failure-to-file cease trade order by the British Columbia Securities Commission and the Ontario Securities Commission which was revoked on September 25, 2020.

No proposed director or executive officer of Spinco or a shareholder holding a sufficient number of securities of Spinco to affect materially the control of Spinco 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 security holder in deciding whether to vote for a proposed director.

For the purposes of the disclosure above regarding the directors or executive officers, “order” means: (a) a cease trade order, including a management cease trade order; (b) an order similar to a cease trade order; or (c) 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. Similarly, the above disclosure applies to any personal holdings companies of the directors or executive officers.

Conflicts of Interest

Certain of Spinco's proposed directors and officers may serve as directors or officers, or may be associated with, other reporting companies, including the Company, or have significant shareholdings in other public companies. To the

extent that such other companies may participate in business or asset acquisitions, dispositions, or ventures in which Spinco may participate, the directors and officers of Spinco may have a conflict of interest in negotiating and concluding terms respecting the transaction. If a conflict of interest arises, Spinco will follow the provisions of the BCBCA dealing with conflicts of interest. These provisions state that where a director has such a conflict, that director must, at a meeting of Spinco's directors, disclose his or her interest and refrain from voting on the matter unless otherwise permitted by the BCBCA. In accordance with the laws of the Province of British Columbia, the directors and officers of Spinco are required to act honestly, in good faith, and the best interest of Spinco.

Since the Company's focus is primarily on its York Harbour Property and Spinco's focus will be on the Phoenix Gold Properties, any common directors on the Spinco Board and the Company Board are not expected to be subject to any conflicts of interest.

Management of Spinco

Andrew Lee – Director, President and Chief Executive Officer

Andrew Lee is currently Chief Executive Officer and director of DeepRock Minerals Inc. since December 23, 2020. Mr. Lee has also been a director of Green 2 Blue Energy Corp. (CSE: GTBE) since March 2018 to October, 2020. In addition, Mr. Lee served as a director and a member of the audit committee for the mining exploration company, Ecuador Gold and Copper Corp (TSXV: EGX) and has been an independent director of it from August 2014 to June 2015. He also served as a director of a junior mining company, Megastar Development Corp. (TSXV: MDV) from March 2011 to November 2012 and as its Vice-President from June to November 2010 and from September 2011 to November 2012. Previously, Mr. Lee served as a director of Plains Creeks Mining Limited, a private company that went public through a reverse takeover of Resource Hunter Capital Corp. (now named GB Minerals Ltd.) (TSXV: GBL) in February 2011. Mr. Lee holds a Bachelor of Science degree from the University of British Columbia.

Roger Baer – Director

Mr. Baer is a CPA and has over 30 years of accounting and financial management experience within the mining industry, having held financial management roles with Alacer Gold, Thompson Creek Metals, Newmont Mining Corporation, Kennecott (Rio Tinto) and Cyprus Amax. Most recently, Mr. Baer was the Chief Financial Officer of Excelsior Mining Corp. Currently, since July 2021 Roger has been the corporate controller for i-80 Gold Corp.

J. Douglas Blanchflower - Director

Mr. Blanchflower brings over 50 years of mineral exploration experience to Spinco. He is a Professional Geologist registered with the Engineers and Geoscientists of British Columbia and the Professional Engineers and Geoscientists of Newfoundland and Labrador. Prior to founding Minorex Consulting Ltd. in 1982 he worked for several major mineral exploration companies. Since then he has implemented, supervised and managed precious and base metal exploration programs throughout North and South America and Asia. During his career, Mr. Blanchflower has served as a director and senior management with several mining companies including: Rea Gold Corporation during the discovery of the Rea VMS and Samatosum copper-silver deposits near Adams Lake, B.C., and Noront Resources Ltd. during the discovery and exploration of the McFaulds Lake Cu-Ni-PGM-Cr deposit in northern Ontario.

Sean Choi – Chief Financial Officer

Mr. Choi has over 18 years of experience in public accounting and mining industry. During his career, he has served as Chief Financial Officer of Ecuador Gold and Copper Corp., Northern Sun Mining Corp. and Osino Resources Corp. Mr. Choi is a Chartered Professional Accountant and Chartered Accountant. Mr. Choi holds a Bachelor of Administrative and Commercial Studies degree from the University of Western Ontario.

Statement of Executive Compensation

The following disclosure is presented in accordance with applicable provisions of Form 51-102F6V and sets out the anticipated compensation for each of the proposed directors and Named Executive Officers (as defined under Applicable Securities Legislation) of Spinco for the 12-month period after giving effect to the Transaction.

The anticipated Named Executive Officers of Spinco for the 12-month period after giving effect to the Transaction are as follows:

- Andrew Lee, President and Chief Executive Officer
- Sean Choi, Chief Financial Officer

Director and Named Executive Officer Compensation

Spinco has not yet developed a compensation program. Spinco anticipates that it will adopt a compensation program that reflects its stage of development, the main elements of which are expected to be comprised of base salary, option-based awards and annual cash incentives, which elements are similar to those paid by Company and described in this

Information Circular. Please see Schedule "F", section titled "*Information Concerning York Harbour Metals Inc. Post-Arrangement – Statement of Executive Compensation*" attached to the Information Circular.

Oversight and Description of Director and Named Executive Officer Compensation

Named Executive Officer Compensation

No compensation has been paid to date. In addition, Spinco has no compensatory plan or other arrangements in respect of compensation received or that may be received by its directors and officers in its current financial year.

The base salary/consulting fees proposed to be paid to Spinco's executive officers will be commensurate with the nature of Spinco's business and the individual's experience, duties and scope of responsibilities. Following completion of the Arrangement, Spinco intends to pay competitive base salary/consulting fees required to recruit and retain executives of the quality that it must employ to ensure success.

Spinco intends for base salary/consulting fee levels to be consistent with competitive practices of comparable institutions and each executive officer's level of responsibility. Spinco intends to appoint a compensation committee to make recommendations to the Spinco Board to determine the level of any base salary/consulting fee (or fee increase) after reviewing the qualifications, experience and performance of the particular executive officer and the nature of Spinco's business, the complexity of its activities and the importance of the executive officer's contribution to the success of the business. The Spinco Board and the compensation committee may also take into consideration salaries and consulting fees paid to others in similar positions in Spinco's industry based on the experience of the executive officers and review of publicly available information. The discussion of the information and factors to be considered and given weight by the compensation committee and the Spinco Board is not intended to be exhaustive, but it is believed to include all material factors to be considered by the compensation committee and the Spinco Board. In reaching the determination to approve and recommend the base salaries/consulting fees of Spinco's executive officers following completion of the Arrangement, the Spinco Board will not assign any relative or specific weight to the factors which are considered, and the members may give a different weight to each factor. The Spinco Board will review and adjust the base salary/consulting fees of Spinco's executive officers when deemed appropriate and will also take into consideration the percentage of time spent by each executive officer on Spinco matters.

Long-term incentive compensation may be provided through the granting of Spinco Options and Spinco Share Units. Equity incentive awards will be designed to motivate executive officers to achieve long-term sustainable business results, align their interest with those of Spinco Shareholders and to attract and retain executives.

Director Compensation

Upon completion of the Arrangement, the Spinco Board, with the recommendation of the compensation committee, will determine the compensation to be paid to the directors for services rendered in that capacity to be based upon, among other factors, compensation paid to directors of companies in the same industry as Spinco.

Stock Options and Other Compensation Securities

No compensation securities have been granted by Spinco since the date of its incorporation.

Employment, Consulting and Management Agreements

Spinco has no employment contracts between it and its Named Executive Officers. Further, it has no contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of Spinco or its subsidiaries, if any, or a change in responsibilities of a Named Executive Officer following a change of control. Spinco will consider entering into contracts with its Named Executive Officers following completion of the Arrangement.

Pension Plan Benefits

Spinco does not anticipate having a pension plan that provides for payments or benefits to the Named Executive Officers or directors at, following, or in connection with retirement.

Indebtedness of Directors and Executive Officers

Since the beginning of the last completed financial year, no current or former director, executive officer, employee or proposed director of Spinco or any associate of such persons, or of any of its subsidiaries, has been indebted to Spinco or to any of its subsidiaries, nor have any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Spinco or any of its subsidiaries..

Audit Committee

Spinco will appoint an audit committee following the completion of the Arrangement. Each member of the audit committee to be appointed will have adequate education and experience that is relevant to their performance as an audit committee member and, in particular, the requisite education and experience that have provided the member with the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by Spinco's financial statements.

It is intended that the audit committee will establish a practice of approving audit and non-audit services provided by the external auditor. The audit committee may delegate to its Chair the authority, to be exercised between regularly scheduled meetings of the audit committee, to preapprove audit and non-audit services provided by the independent auditor. All such preapprovals would be reported by the Chair at the meeting of the audit committee next following the pre-approval.

The charter to be adopted by the audit committee of Spinco is expected to be substantially similar to that of Company's Audit Committee, which is appended to this Information Circular as Schedule “K”.

To date, Spinco has paid no fees to its external auditor.

Corporate Governance

Board of Directors

On completion of the Arrangement, Spinco anticipates the Spinco Board will consist of the following three directors: Andrew Lee, Roger Baer, and J. Douglas Blanchflower.

J. Douglas Blanchflower, and Roger Baer will be independent directors as defined in NI 58-101 and NI 52-110. Andrew Lee, as President and Chief Executive Officer of Spinco; will be an executive officer of the Company and therefore, not independent.

It is anticipated that the Spinco Board will meet for formal board meetings periodically on an ad hoc basis during the year on an as needed basis to review and discuss Spinco's business activities and to consider and, if thought fit, to approve matters presented to Spinco Board for approval, and to provide guidance to management. In addition, management will informally provide updates to Spinco Board at least once per quarter between formal Spinco Board meetings. In general, management will consult with Spinco Board when deemed appropriate to keep Spinco Board informed regarding Spinco's affairs.

Following completion of the Arrangement, it is anticipated that the Spinco Board will facilitate the exercise of independent supervision over management through these various meetings. It is anticipated that Spinco Board will establish the formal committees and, when necessary, Spinco Board will strike a special committee of independent directors to deal with matters requiring independence. The composition of Spinco Board will be such that the independent directors have significant experience in business affairs. As a result, the Spinco Board members will be able to provide significant and valuable independent supervision over management.

It is anticipated that in the event of a conflict of interest at a meeting of Spinco Board, the conflicted director will in accordance with corporate law and in accordance with his fiduciary obligations as a director of Spinco, disclose the nature and extent of his interest to the meeting and abstain from voting on or against the approval of such participation.

Directorships

The following proposed directors of Spinco are also directors of other reporting issuers as set out below:

Name of Director	Name of Reporting Issuer
Andrew Lee	York Harbour Metals Inc. DeepRock Minerals Inc.
J. Douglas Blanchflower	York Harbour Metals Inc.
Roger Baer	York Harbour Metals Inc.

Orientation and Continuing Education

At present, Spinco does not provide a formal orientation and education program for new directors. Following completion of the Arrangement, it is anticipated that the Spinco Board will be responsible for providing orientation for all new recruits to the Spinco Board. Each new director brings a different skill set and professional background, and with this information, the Spinco Board is able to determine what orientation to the nature and operations of our business will be necessary and relevant to each new director. We provide continuing education for our directors as the need arises and encourage open discussion at all meetings, which format encourages learning by our directors.

Ethical Business Conduct

The Spinco Board will rely on the fiduciary duties placed on individual directors by Spinco’s governing corporate legislation and the common law to ensure the Spinco Board operates independently of management and in the best interests of Spinco.

Nomination of Directors

The Spinco Board will consider its size each year when it considers the number of directors to recommend to the Spinco Shareholders for election at the annual meeting of Spinco Shareholders. The Spinco Board will take into account the number required to carry out the Spinco Board's duties effectively and to maintain a diversity of views and experience.

The Spinco Board wil; not have a nominating committee. The Spinco Board is responsible for recruiting new members to the Spinco Board and planning for the succession of Spinco Board members.

Compensation

Members of the Spinco Board will not be compensated for acting as directors, save for being granted incentive stock options pursuant to the policies of TSXV and the Company's stock option plan. The Compensation and Corporate Governance Committee will advise the Spinco Board, and the Spinco Board as a whole determines the stock option grants for each director. The Compensation and Corporate Governance Committee reviews on an ongoing basis the compensation of the senior officers to ensure that it is competitive.

The Company's Compensation and Corporate Governance Committee Charter and Corporate Governance Policy are attached as Schedule "N" hereto.

Other Board Committees

Following the closing of the Arrangement, the Spinco Board anticipates appointing an Audit Committee, the members of which are Andrew Lee, Roger Baer and J. Douglas Blanchflower. A description of the function of the Audit Committee can be found in this Circular under "*Audit Committee*".

Assessments

The Board collectively conducts informal annual assessments of the Board's effectiveness, its individual directors and its Audit Committee.

Risk Factors

An investment in the Spinco Shares, as well as Spinco's prospects, is highly speculative due to the high-risk nature of its business and the present stage of its development. Spinco Shareholders may lose their entire investment. In addition to the other information contained in this Information Circular, the following factors, among others, should be considered carefully when considering risks related to Spinco's business assuming completion of the Arrangement (including, without limitation, the documents incorporated by reference). If any of the following risks actually occur, Spinco's business, financial condition and operating results could be adversely affected. Spinco's Shareholders should consult with their professional advisors to assess the Arrangement and their resulting investment in Spinco.

The risks described herein and in the documents incorporated by reference in this Information Circular are not the only risks that Spinco will face. Additional risks and uncertainties not currently known to Spinco, or that Spinco currently deems immaterial, may also materially and adversely affect its business.

General

Resource exploration and development is a speculative business, characterized by a number of significant risks including, among other things, unprofitable efforts resulting not only from the failure to discover mineral deposits but also from finding mineral deposits, which, though present, are insufficient in quantity and/or quality to return a profit from production.

Spinco is in the resource sector and as such is exposed to a number of risks and uncertainties that are not uncommon to other companies in the same industry. Some of the current risks include the following:

(e) Spinco has no history of earnings and will not generate earnings until production commences;

(f) Any future equity financings by Spinco for the purposes of raising additional capital may result in substantial dilution to the holdings of existing shareholders;

(g) There can be no assurance that an active and liquid market for Spinco Shares will develop and investors may find it difficult to resell their shares; and

(h) The directors and officers of Spinco will devote a portion of their time to the business and affairs of Spinco and some of them are or will be engaged in other projects or businesses, and as such, conflicts of interest may arise from time to time.

Spinco's business is subject to exploration and development risks

The Phoenix Gold Properties is in the exploration stage and no known reserves have been discovered. At this stage, favourable results, estimates and studies are subject to a number of risks, including, but not limited to:

- the limited amount of drilling and testing completed to date;
- the preliminary nature of any operating and capital cost estimates;
- the difficulties inherent in scaling up operations and achieving expected metallurgical recoveries;
- the likelihood of cost estimates increasing in the future; and
- the possibility of difficulties procuring needed supplies of electrical power and water.

There is no certainty that the expenditures to be made by Spinco in the exploration of the Phoenix Gold Properties described herein will result in discoveries of mineral resources in commercial quantities or that the Phoenix Gold Properties will be developed. Most exploration projects do not result in the discovery of mineral resources and no assurance can be given that any particular level of recovery of mineral resources will in fact be realized or that any identified resource will ever qualify as a commercially mineable (or viable) resource which can be legally and economically exploited. Estimates of reserves, mineral deposits and production costs can also be affected by such factors as environmental permit regulations and requirements, weather, environmental factors, unforeseen technical difficulties, unusual or unexpected geological formations and work interruptions. In addition, the grade of mineral resource ultimately discovered may differ from that indicated by drilling results. There can be no assurance that mineral resource recovered in small-scale tests will be duplicated in large-scale tests under on-site conditions or in production scale.

Mineral exploration and development involves a high degree of risk and few properties that are explored are ultimately developed into producing mines. The long-term profitability of Spinco's operations will be related to the cost and success of its exploration programs, which may be affected by a number of factors beyond Spinco's control.

Mineral exploration involves many risks, which even a combination of experience, knowledge and careful evaluation may not be able to overcome. Operations in which Spinco has a direct or indirect interest will be subject to all the hazards and risks normally incidental to exploration, development and production of mineral resources, any of which could result in work stoppages, damage to property, and possible environmental damage.

Hazards such as unusual or unexpected formations and other conditions such as fire, power outages, labour disruptions, flooding, cave-ins, landslides and the inability to obtain suitable machinery, equipment or labour are involved in mineral exploration, development and operation. Spinco may become subject to liability for pollution, cave-ins or hazards against which it cannot insure or against which it may elect not to insure. The payment of such liabilities may have a material, adverse effect on Spinco's financial position.

Spinco will continue to rely upon consultants and others for exploration and development expertise. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that

minerals will be discovered in sufficient quantities to justify commercial operations or that funds required for development can be obtained on a timely basis. The economics of developing mineral properties is affected by many factors including the costs of operations, fluctuations in markets, allowable production, importing and exporting of minerals and environmental protection.

Political Risk

Spinco's Phoenix Gold Properties are located in Nevada, so Spinco will be subject to changes in political conditions and regulations in the United States. Spinco's activities are subject to extensive laws and regulations governing worker health and safety, employment standards, waste disposal, protection of historic and archaeological sites, mine development, protection of endangered and protected species and other matters.

Regulators in the United States have broad authority to shut down and/or levy fines against facilities that do not comply with regulations or standards. Spinco's mineral exploration and mining activities in the United States may be adversely affected in varying degrees by changing government regulations relating to the mining industry or shifts in political conditions that increase the costs related to Spinco's activities or maintaining its licenses. Operations may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, and expropriation of property, environmental legislation and mine safety.

A number of other approvals, licenses and permits may be required for various aspects of mine development. While Spinco will use its best efforts to ensure title to the licenses and access to surface rights continue into the future, these titles or rights may be disputed, which could result in costly litigation or disruption of operations. Spinco is uncertain if all necessary permits will be maintained on acceptable terms or in a timely manner. Future changes in applicable laws and regulation or changes in their enforcement or regulatory interpretation could negatively impact current or planned exploration and development activities on the Phoenix Gold Properties. Any failure to comply with applicable laws and regulations or failure to obtain or maintain permits, even if inadvertent, could result in the interruption of exploration and development operations or material fines, penalties or other liabilities.

Financing Risks

There is no assurance that Spinco will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such financing could result in delay or indefinite postponement of further exploration and development of its projects with the possible loss of such properties.

Fluctuating Price and Currency

Spinco plans to raise its equity primarily in Canadian dollars and will conduct its principal business and operation activities in and proposes to maintain certain accounts in Canadian dollars and United States dollars ("**US Dollars**").

Foreign Countries and Regulatory Requirements

Even if Phoenix Gold Properties is proven to host economic reserves of gold/copper/zinc/cobalt or other mineral resources, factors such as governmental expropriation or regulation may prevent or restrict mining of any such deposits or repatriation of profits. Any changes in regulations or shifts in political conditions in Canada are beyond the control of Spinco and may adversely affect its business. Operations may be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, expropriation of property, environmental legislation and mine safety.

Uninsurable Risk

In the course of exploration, development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including rock bursts, cave-ins, fires, flooding and earthquakes may occur. It is not always possible to fully insure against such risks and Spinco may decide not to take out insurance against such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of Spinco.

No Assurance of Surface Rights

Spinco has represented that it has mineral property interests in the Phoenix Gold Properties. However, it remains possible that surface rights corresponding to the mineral properties may be subject to prior other rights or may be affected by undetected defects.

Permits and Licenses

The operations of Spinco may require licenses and permits from various governmental authorities. There can be no assurance that such licenses and permits as may be required to carry out exploration, development and mining operations at its projects will be granted.

Competition

The mineral industry is intensely competitive in all its phases. Spinco competes with many companies possessing greater financial resources and technical facilities than itself for the acquisition of mineral concessions, claims, leases and other mineral interests as well as for the recruitment and retention of qualified employees and service providers. Factors beyond the control of Spinco may affect the marketability of mineral substances discovered. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in Spinco not receiving an adequate return on invested capital or losing its investment capital.

Environmental Risk

Spinco's operations may be subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations, such as seepage from tailings disposal areas, which could result in environmental pollution. A breach of such legislation may result in imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for noncompliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors, consultants and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of operations. There is no assurance that future changes in environmental regulation, if any, will not adversely affect Spinco's operations. In addition, environmental risks may exist on properties in which Spinco holds interests which are unknown at present and which have been caused by previous or existing owners or operators. Furthermore, future compliance with environmental reclamation, closure and other requirements may involve significant costs and other liabilities. Spinco intends to fully comply with all environmental regulations.

Public Health Crises such as COVID-19 Pandemic and other Uninsurable Risks

Events in the financial markets have demonstrated that businesses and industries throughout the world are very tightly connected to each other. General global economic conditions seemingly unrelated to Spinco or to the mining industry, including, without limitation, interest rates, general levels of economic activity, fluctuations in the market prices of securities, participation by other investors in the financial markets, economic uncertainty, national and international political circumstances, natural disasters, or other events outside of Spinco's control may affect the activities of Spinco directly or indirectly. In the course of development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including rock bursts, cave-ins, fires, flooding and earthquakes may occur. Spinco's business, operations and financial condition could also be materially adversely affected by the outbreak of epidemics or pandemics or other health crises. For example, in late December 2019, COVID-19 originated, subsequently spread worldwide and on March 11, 2020, the World Health Organization declared it was a pandemic. The risks of public health crises such as the COVID-19 pandemic to Spinco's business include without limitation, the ability to gain access to government officials, the ability to continue drilling, the ability to raise funds, employee health, workforce productivity, increased insurance premiums, limitations on travel, the availability of industry experts and personnel, disruption of Spinco's supply chains and other factors that will depend on future developments beyond Spinco's control. In particular, the continued spread of the coronavirus globally, prolonged restrictive measures put in place in order to control an outbreak of COVID-19 by Canadian and United

States governments or other adverse public health developments could materially and adversely impact Spinco's business and the exploration and development of its mineral properties and could materially slow down or Spinco could be required to suspend its operations for an indeterminate period. There can be no assurance that Spinco's personnel will not ultimately see its workforce productivity reduced or that Spinco will not incur increased medical costs or insurance premiums as a result of these health risks. In addition, the coronavirus pandemic or the fear thereof could adversely affect global economies and financial markets resulting in volatility or an economic downturn that could have an adverse effect on the demand for gold/copper/zinc/cobalt and Spinco's future prospects.

Epidemics such as COVID-19 could have a material adverse impact on capital markets and Spinco's ability to raise sufficient funds to finance the ongoing development of its material business. All of these factors could have a material and adverse effect on Spinco's business, financial condition and results of operations. The extent to which COVID-19 impacts Spinco's business, including its operations and the market for its securities, will depend on future developments, which are highly uncertain and cannot be predicted at this time, and include the duration, severity and scope of the outbreak and the actions taken to contain or treat the coronavirus outbreak. It is not always possible to fully insure against such risks, and Spinco may decide not to insure such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the common shares of Spinco. Even after the COVID-19 pandemic is over, Spinco may continue to experience material adverse effects to its business, financial condition and prospects as a result of the continued disruption in the global economy and any resulting recession, the effects of which may persist beyond that time. The COVID-19 pandemic may also have the effect of heightening other risks and uncertainties disclosed and described in this Information Circular

Forward-looking statements address future events and conditions and therefore involve inherent risks and uncertainties. Actual results may differ materially from those currently anticipated in such statements.

Promoters

The Company took the initiative in Spinco's organization and, accordingly, may be considered a promoter of Spinco within the meaning of applicable Securities Legislation. As at the date of the Information Circular, the Company is the holder of 15,750,100 Spinco Shares, representing all of the issued and outstanding Spinco Shares. On the Effective Date and pursuant to the Arrangement, 100% of the Spinco Shares will be distributed to the Company Shareholders and 0% of the Spinco Shares will be retained by the Company. See "*Principal Shareholders*" above for details regarding the Spinco Shares to be held by the Company post-Arrangement.

Within the two years immediately preceding the date of the Information Circular and up to the Effective Date, the only material thing of value which Company has or will receive from Spinco is the Spinco Shares to be issued to the Company Shareholders in consideration which Spinco Shares will be distributed to the Company Shareholders pursuant to the Arrangement. For further information, see the section of the Information Circular entitled "*Approval of the Arrangement*".

Other than the Company and the directors and officers of Spinco, there is no person who is or who has been within the two years immediately preceding the date of the Information Circular, a promoter, as defined under applicable Securities Legislation, of Spinco or a subsidiary of Spinco.

Legal Proceedings and Regulatory Actions

Since January 31, 2023, there have been no material legal proceedings to which Spinco is or was a party, or that any of its property is or was the subject of nor, to the knowledge of Spinco, are any such proceedings known to be contemplated.

There have been no penalties or sanctions imposed against Spinco by a court relating to provincial and territorial securities legislation or by a securities regulatory authority within the three years immediately preceding the date of this Information Circular and there have been no other penalties or sanctions imposed against Spinco that would be necessary to be disclosed for this Schedule to contain full, true and plain disclosure of all material facts relating to Spinco.

Spinco has not entered into any settlement agreements with a court relating to provincial and territorial securities legislation or with a securities regulatory authority within the three years immediately preceding the date of this Information Circular.

Interest of Management and Others in Material Transactions

None of the directors or executive officers of Spinco, any shareholder directly or indirectly beneficially owning or exercising control or direction over, more than 10% of the outstanding Company Shares, nor any associate or affiliate of any of the foregoing persons, has had any material interest, direct or indirect, in any transaction during the three most recently completed financial years or during the current financial year or in any proposed transaction that, in either case, has materially affected or would materially affect Spinco or any of its subsidiaries, except for the Company in connection with the Arrangement, or as disclosed elsewhere in this Information Circular. See the section of the Information Circular entitled "*Approval of the Arrangement*".

Auditor, Transfer Agent and Registrar

Spinco's auditor will be MS Partners LLP, of 303 – 500 Danforth Avenue, Toronto, ON M4K 1P6.

The transfer agent and registrar for the Spinco Shares will be Computershare Investor Services Inc. of 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

Material Contracts

The only material contract entered into by Spinco, other than those entered into in the ordinary course of business, since the beginning of its financial year ended January 31, 2023, or prior to that date if such material contract is still in effect is the Arrangement Agreement. See the section of the Information Circular entitled "*Approval of the Arrangement*". A copy of the Arrangement Agreement may be inspected at any time up to the commencement of the Meeting during normal business hours at Spinco's offices located 1518 – 800 West Pender Street, Vancouver, BC V6C .

Experts

Name of Experts

The following prepared or certified a report, valuation, statement or opinion described or included or incorporated by reference in this Schedule to the Information Circular:

1. MS Partners LLP issued an audit report in connection with the Carve-Out Financial Statements. MS Partners LLP is independent within the meaning of the Code of Professional Conduct applicable to members of the Institute of Chartered Professional Accountants of British Columbia.

2. Yingting (Tony) Guo, Ph.D., P.Geo., of C2 Mining International Corp. is the Author of the Technical Report, a qualified person for the purposes of NI 43-101 and independent of Spinco and the Company.

Interest of Experts

To the best of Spinco's knowledge, the aforementioned experts held either less than one percent or no securities of Spinco or of any associate or affiliate of Spinco when they prepared the aforementioned report, valuation, statement or opinion, and no securities were subsequently received or to be received by such experts.

None of the aforementioned experts, nor any directors, officers or employees of such experts are currently, or are expected to be elected, appointed or employed as, a director, officer or employee of Spinco or of any associate or affiliate of Spinco.

Qualified Person

The Company and Spinco technical information in this Schedule has been prepared in accordance with the Canadian regulatory requirements set out in NI 43-101 and reviewed and approved on behalf of the Company and Spinco by Yingting (Tony) Guo, Ph.D., P.Geo., of C2 Mining International Corp., a Qualified Person.

Other Material Facts

There are no further material facts or particulars in respect of the securities of Spinco, to the knowledge of Spinco, that are not already disclosed herein that are necessary to be disclosed for this Information Circular to contain full, true and plain disclosure of all material facts relating to Spinco.

SCHEDULE "H"

CARVE-OUT FINANCIAL STATEMENTS
FOR THE YEARS ENDED JANUARY 31, 2023 AND 2022

(see attached)

PHOENIX GOLD RESOURCES (HOLDINGS) LTD.

CARVE-OUT CONSOLIDATED FINANCIAL STATEMENTS

For the year ended January 31, 2023

(Unaudited)
(Expressed in Canadian Dollars)

Index

PHOENIX GOLD RESOURCES (HOLDINGS) LTD.

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

	January 31, 2023	January 31, 2022
ASSETS		
Current Assets		
Other receivables	$ 8,598	$ 8,598
Total Current Assets	8,598	8,598
Non-Current Assets		
Mineral Rights (note 4)	1	1
Total Assets	$ 8,599	$ 8,599
LIABILITIES		
Current Liabilities		
Accounts payable and accrued liabilities	$ 345,109	$ 104,128
Total Liabilities	$ 345,109	$ 104,128
SHAREHOLDERS' EQUITY		
Contributions from Parent	$ 3,473,392	$ 3,410,753
Accumulated Deficit	(3,809,902)	(3,506,282)
Total Shareholders' Equity	(336,510)	(95,529)
Total Liabilities and Shareholders' Equity	$ 8,599	$ 8,599

Going Concern (Note 1)

Commitments and Contractual Arrangements (Note 5)

APPROVED ON BEHALF OF THE BOARD OF DIRECTORS:

"Roger Baer"
Director

"Andrew Lee"
Director

- See Accompanying Notes -

PHOENIX GOLD RESOURCES (HOLDINGS) LTD.

Carve-out Consolidated Statements of Loss and Comprehensive Loss

(Unaudited)

(Expressed in Canadian Dollars)

	Year ended January 31, 2023	Year ended January 31, 2022
Revenue	$ -	$ -
Expenses		
Exploration	299,546	68,150
Consulting fees	-	7,500
Management fees (note 8)	-	5,000
Office and administration	-	283
Foreign exchange loss	4,074	(2,008)
	$ 303,620	$ 78,925
Net Loss and Comprehensive Loss	$ 303,620	$ 78,925

- See Accompanying Notes -

PHOENIX GOLD RESOURCES (HOLDINGS) LTD.

Carve-out Consolidated Statements of Changes in Equity

(Unaudited)

(Expressed in Canadian Dollars)

	Contributions from Parent	Accumulated Deficit	Shareholders' Equity (Deficiency)
Balance – January 31, 2021	**$ 3,267,321**	**$ (3,427,357)**	**$ (160,036)**
Contributions from parent	143,432	-	143,432
Loss for the year	-	(78,925)	(78,925)
Balance – January 31, 2022	3,410,753	(3,506,282)	(95,529)
Contributions from parent	62,639	-	62,639
Loss for the year	-	(303,620)	(303,620)
Balance – January 31, 2023	**3,473,392**	**(3,809,902)**	**(336,510)**

- See Accompanying Notes -

PHOENIX GOLD RESOURCES (HOLDINGS) LTD.

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

	Year ended January 31, 2023	Year ended January 31, 2022
Cash provided by (used in):		
Operating Activities:		
Net loss for the year	$ (303,620)	$ (78,925)
Changes in non-cash working capital items:		
Other receivables	-	(639)
Accounts payable and accrued liabilities	240,981	(63,868)
Net Cash Used in Operating Activities	(62,639)	(143,432)
Financing Activities:		
Contributions from parent	62,639	143,432
Net Cash Provided by Financing Activities	62,639	143,432
Net changes in cash	-	-
Cash – beginning of year	-	-
Cash – end of year	$ -	$ -

- See Accompanying Notes -

1. Nature of Operation and Going Concern

York Harbour Metals Inc. (the "Company" or "York Harbour") is an exploration stage company incorporated under the Business Corporations Act (British Columbia). The Company's corporate address is Suite 1518 – 800 West Pender Street, Vancouver, British Columbia, Canada, V6C 2V6. The Company is currently listed on the TSX Venture Exchange ('TSXV") under the symbol "YORK".

The Company intends to reorganize its assets and operations into two separate companies: York Harbour and Phoenix Gold Resources (Holdings) Ltd ("Spinco"). The Company and Spinco intends to proceed with a corporate restructuring by way of a statutory plan of arrangement ("Arrangement"), pursuant to which the Company and Spinco will participate in a series of transactions whereby, among other things, the Company will exchange new common shares of York Harbour and Spinco for common shares of York Harbour held by York Harbour shareholders who will become the holders of the Spinco shares and York Harbour shares at closing of the transactions.

The arrangement involves exchanging 0.2 of a Spinco common share and one new common share of York Harbour per outstanding common share of York Harbour held by shareholders on the effective date of the Arrangement.

Closing of the Arrangement is subject to several conditions including, but not limited to, approval by York Harbour shareholders and receipt of court and necessary regulatory approvals.

These carve-out consolidated financial statements reflect the financial position, results of operations, and cash flows for Spinco and have been compiled for purposes of inclusion in an Information Circular for York Harbour in connection with the arrangement described above.

Spinco has incurred operating losses to date and does not generate cash flows from operations to support its activities. With no source of operating cash flow, there is no assurance that sufficient funding will be available to conduct further exploration and development of its mineral properties. The ability to continue as a going concern remains dependent upon its ability to obtain the financing necessary to continue to fund its mineral properties through intercompany loans from the ultimate parent company, the realization of future profitable production, proceeds from the disposition of its mineral interests, and/or other sources.

The carve-out financial statements do not give effect to adjustments to the carrying values and classification of assets and liabilities that would be necessary should the Spinco be unable to continue as a going concern. Such adjustments could be material.

2. Basis of Presentation

Statement of Compliance

These consolidated financial statements have been prepared on a carve-out basis from the books and records of York Harbour and have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC").

These carve-out consolidated financial statements were authorized for issue by the Board of Directors on June 20, 2023.

Basis of Measurement

These carve-out consolidated financial statements have been prepared on a historical cost basis, modified where applicable. In addition, these carve-out financial statements have been prepared using the accrual basis of accounting.

Functional and Presentation Currency

Items included in the financial statements of each consolidated entity are measured using the currency of the primary economic environment in which the entity operates (the "functional currency"). The consolidated financial statements are presented in Canadian dollars, which is the functional currency of Spinco. The functional currency of Spinco's subsidiary, Phoenix Gold Resources (USA) Inc., is the United States dollar ("USD").

3. Significant Accounting Policies

The accounting policies set out below have been applied consistently to all periods presented in these carve-out consolidated financial statements. The significant accounting policies adopted by Spinco are as follows:

a) Measurement uncertainty

The preparation of carve-out financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of the accounting policies to financial information presented. Actual results may differ from the estimates, assumptions and judgements made. Estimates and underlying assumptions are reviewed on an ongoing basis. Changes made to estimates are reflected in the period the changes are made.

Significant areas requiring the use of estimates and assumptions include accounts payable and accrued liabilities, valuation of share-based payment reserves, warrant reserves, valuation of short-term investments, valuation of mineral rights, and recoverability of deferred tax assets. By their nature, these estimates and assumptions are subject to measurement uncertainty, and the impact of changes in estimates in the financial statements of a future period could be material. These assumptions are reviewed periodically and, as adjustments become necessary, they are reported in loss in the periods in which they become known.

3. Significant Accounting Policies (Cont'd)

b) Significant accounting judgements

The critical judgements that the Spinco's management has made in the process of applying the Spinco's accounting policies, apart from those involving estimations (note 3(a)), that have the most significant effect on the amounts recognized in the Spinco's carve-out consolidated financial statements are related to the economic recoverability of the mineral rights, determining the smallest group of assets that generates independent cash flow, the interpretation and application of tax laws, the determination of functional currency for the Spinco, and the assumption that the Spinco will continue as a going concern.

c) Financial instruments

Financial assets

Initial recognition and measurement of financial assets
Non-derivative financial assets within the scope of IFRS 9 are classified and measured as "financial assets at fair value", as either fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL) as appropriate. Spinco determines the classification of financial assets at the time of initial recognition based on the Spinco's business model and the contractual terms of the cash flows.

All financial assets are recognized initially at fair value plus, in the case of financial assets not at FVTPL, directly attributable transaction costs on the trade date at which the Spinco becomes a party to the contractual provisions of the instrument.

Financial assets with embedded derivatives are considered in their entirety when determining their classification at FVTPL or at amortized cost. Other receivables are measured at amortized cost.

Subsequent measurement of financial assets at amortized cost
After initial recognition, financial assets measured at amortized cost are subsequently measured at the end of each reporting period at amortized cost using the Effective Interest Rate ("EIR") method. Amortized cost is calculated by taking into account any discount or premium on acquisition and any fees or costs that are an integral part of the EIR.

Subsequent measurement of financial assets at FVOCI
Financial assets measured at FVOCI are non-derivative financial assets that are not held for trading and the Spinco has made an irrevocable election at the time of initial recognition to measure the assets at FVOCI. The Spinco does not measure any financial assets at FVOCI.

3. Significant Accounting Policies (Cont'd)

c) Financial instruments (Cont'd)

After initial measurement, investments measured at FVOCI are subsequently measured at fair value with unrealized gains or losses recognized in other comprehensive income or loss in the consolidated statements of comprehensive loss. When the investment related to equity instruments is sold, the cumulative gain or loss remains in accumulated other comprehensive income or loss and is not reclassified to profit or loss. Dividends from such investments are recognized in other income in the consolidated statements of loss when the right to receive payments is established.

Derecognition of financial assets
A financial asset is derecognized when the contractual rights to the cash flows from the asset expire, or the Spinco no longer retains substantially all the risks and rewards of ownership.

Financial liabilities

Initial recognition and measurement of financial liabilities
Spinco recognizes a financial liability when it becomes a party to the contractual provisions of the instrument. At initial recognition, Spinco measures financial liabilities at their fair value plus transaction costs that are directly attributable to their issuance, with the exception of financial liabilities subsequently measured at fair value through profit or loss for which transaction costs are immediately recorded in profit or loss. Where an instrument contains both a liability and equity component, these components are recognized separately based on the substance of the instrument, with the liability component measured initially at fair value and the equity component assigned the residual amount after deducting from the fair value of the instrument as a whole the amount separately determined for the liability component. Accounts payable and accrued liabilities are measured at amortized cost.

Classification and subsequent measurement of financial liabilities
After initial recognition, all financial liabilities are measured at amortized cost using the effective interest rate method. Interest, gains and losses relating to a financial liability are recognized in profit or loss.

For disclosure purposes, all financial instruments measured at fair value are categorized into one of three hierarchy levels, described below. Each level is based on the transparency of the inputs used to measure the fair values of assets and liabilities:

- Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 – inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly; and
- Level 3 – inputs used in a valuation technique that are not based on observable market data in determining fair values of the instruments.

3. Significant Accounting Policies (Cont'd)

d) Impairment of financial assets

At each reporting date, Spinco assesses whether there is objective evidence that a financial asset is impaired. If such evidence exists, Spinco recognizes an impairment loss, as follows:

The loss is the difference between the amortized cost of the financial asset and the present value of the estimated future cash flows, discounted using the instrument's original effective interest rate. An impairment loss on an available for sale financial asset or fair value through profit or loss financial asset is calculated by reference to its fair value. The carrying amount of the asset is reduced by this amount either directly or indirectly through the use of an allowance account. The amount of the impairment is recognized in net loss.

Impairment losses on financial assets carried at amortized cost may be reversed in subsequent periods if the amount of the loss decreases and the decreases can be related objectively to an event occurring after the impairment was recognized. Financial assets measured at amortized cost and available for sale financial assets that are debt securities are reversed through profit and loss. For available for sale financial assets that are equity securities, the reversal is recognized in other comprehensive income.

e) Revenue recognition

Revenue will be recorded when consideration is received or receivable and will be recognized to the extent that it is probable that the economic benefits will flow to the Spinco and when the revenue can be reliably measured.

Interest income is recognized as it accrues.

f) Other Comprehensive income or loss

Other comprehensive income or loss is the change in equity of an enterprise during a period from transactions, events and circumstances other than those under the control of management and the owners. It includes all changes in equity during a period except those resulting from investments by owners and distributions to owners. Spinco reports comprehensive loss in its statement of loss and other comprehensive loss and its statement of changes in deficiency.

3. Significant Accounting Policies (Cont'd)

g) Taxes

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit and loss except to the extent that it relates to a business combination, or items recognized directly in equity or in other comprehensive income.

Current tax

Current tax is the expected tax payable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax

Deferred taxes are calculated using the liability method on temporary differences between the carrying amounts of assets and liabilities and their tax bases. However, deferred tax is not recognized on the initial recognition of goodwill, on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction, and on temporary differences relating to investments in subsidiaries and jointly controlled entities where the reversal of these temporary differences can be controlled by the Spinco and it is probable that reversal will not occur in the foreseeable future.

Deferred tax assets and liabilities are measured, without discounting, at the tax rates that are expected to apply when the assets are recovered and the liabilities settled, based on tax rates that have been enacted or substantively enacted by the reporting date.

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

Deferred tax assets and liabilities are offset if there is a legally enforceable right to set off current tax assets against current tax liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different taxable entities which intend either to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities and assets are expected to be settled or recovered.

3. Significant Accounting Policies (Cont'd)

h) Non-monetary transactions

Transactions with no cash consideration are measured at the fair value of either the asset given up or the asset received, whichever is more reliably determinable.

i) Earnings (loss) per share

Basic earnings (loss) per share is calculated by dividing the net earnings (loss) available to common shareholders by the weighted average number of shares outstanding during the period. Diluted earnings per share reflects the potential dilution of securities that could share in earnings of an entity. In a loss year, potentially dilutive common shares are excluded from the loss per share calculations as the effect would be anti-dilutive.

j) Identifiable intangible assets

Spinco is in the exploration stage and defers all expenditures related to its acquired mineral rights until such time as the property is put into commercial production, sold or abandoned. Under this method, the amounts reported represent costs incurred to date less amounts amortized and/or written off, and do not necessarily represent present or future values.

i) Pre-Exploration
Pre-exploration costs in areas where a legal right to explore has not been obtained are expensed as incurred.

ii) Exploration and evaluation expenditures
Exploration and evaluation ('E&E') costs incurred after the legal right to explore is obtained, but before technical feasibility and commercial viability of the project has been demonstrated are capitalized as E&E assets. These include the costs of acquiring the licenses and directly attributable general and administrative costs. All applicable costs are capitalized as either tangible or intangible E&E assets depending on the nature of the assets acquired. The costs are accumulated in cost centers by exploration area.

iii) Development and production costs
When technical feasibility and commercial viability of a property is established and Spinco determines that it will proceed with development, all E&E costs attributable to that area are reclassified to construction in progress within property, plant and equipment or as intangible assets depending on the nature of the expenditure. If economically recoverable ore deposits are developed, the capitalized costs of the related property will be amortized using the unit-of-production method following the commencement of production.

3. Significant Accounting Policies (Cont'd)

k) Impairment of non-financial assets

Non-financial assets are reviewed for impairment if there is any indication that the carrying amount may not be recoverable. If any such indication is present, the recoverable amount of the asset is estimated in order to determine whether impairment exists. Where the asset does not generate cash flows that are independent from other assets, Spinco estimates the recoverable amount of the cash-generating unit ("CGU") to which the asset belongs. Any intangible asset with an indefinite useful life is tested for impairment annually and whenever there is an indication that the asset may be impaired.

A CGU recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value, using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset or CGU is estimated to be less than its carrying amount, the carrying amount is reduced to the recoverable amount. Impairment is recognized immediately in profit or loss. Where an impairment subsequently reverses, the carrying amount is increased to the revised estimate of recoverable amount but only to the extent that this does not exceed the carrying value that would have been determined if no impairment had previously been recognized.

Industry specific indicators for an impairment review on mineral rights and capitalized exploration related expenditures arise typically when one of the following circumstances applies:

- Substantive expenditure on further exploration and evaluation activities is neither budgeted nor planned;
- Title to the asset is compromised;
- Adverse changes in variations in commodity prices and markets; and
- Variations in the exchange rate for the currency of operation.

l) Restoration, rehabilitation and environmental obligations

An obligation to incur restoration, rehabilitation and environmental costs arises when an environmental disturbance is caused by the exploration or development of a mineral property interest. Such costs arising from the decommissioning of plant, other site preparation work, and water and soil management, discounted to their net present value, are provided for and capitalized at the start of each project to the carrying amount of the asset, along with a corresponding liability as soon as the obligation to incur such costs arises. The timing of the actual rehabilitation expenditure is dependent on a number of factors such as the life and nature of the asset, the operation license conditions and, when applicable, the environment in which the mine operates.

3. Significant Accounting Policies (Cont'd)

l) Restoration, rehabilitation and environmental obligations (Cont'd)

Discount rates using a pre-tax rate that reflects the time value of money are used to calculate the net present value of the liability. These costs are charged against profit or loss over the economic life of the related assets, through amortization using either the unit-of-production or the straight-line method. The corresponding liability is progressively increased as the effect of discounting unwinds creating an expense in profit or loss.

Decommissioning costs are also adjusted for changes in estimates. Those adjustments are accounted for as a change in the corresponding capitalized cost, except where a reduction in costs is greater than the unamortized capitalized cost of the related assets, in which case the capitalized cost is reduced to nil and the remaining adjustment is recognized in profit or loss.

The operations of Spinco may in the future be affected from time to time in varying degrees by changes in environmental regulations, including those for site restoration costs. Both the likelihood of new regulations and their overall effect upon the Spinco are not predictable.

Spinco has no material restoration, rehabilitation or environmental obligations as at January 31, 2023.

4. Mineral Rights

Phoenix Gold Property

On July 9, 2013, the Company issued 500,000 common shares to Americas Gold Exploration Inc. ("AGEI"), at $0.10 per share in order to acquire a 50% right, title and interest to the Plumas Property and 100,000 common shares to William Matlack ("Matlack") at $0.10 per share as consideration for a 20-year renewable lease entered into for the remaining 50% right, title and interest to the Plumas Property. Matlack had the option to convert the lease payments into a 1% net smelter return royalty on the property and the Company had the right to buy back this option by paying Matlack $1,335,000 (US$1,000,000). On January 16, 2023, the Company signed a lease termination agreement with Matlack. Both parties agreed that the termination of the lease will be effective April 22, 2021 and the Company agreed to pay the outstanding lease for the years from 2017 to 2020 plus accrued interest up to the date of payment.

The Plumas Property consists of two patented lode mining claims with extra lateral rights (40 acres) and one patented mill site claim (8.5 acres) situated in Battle Mountain, Lander County, Nevada, USA.

The Company acquired a 50% right, title and interest to the Eldorado Property for a total payment of $115,080 (US $105,000) and in consideration of the Company assuming all the obligations of AGEI.

(Expressed in Canadian Dollars)

4. Mineral Rights (Cont'd)

The Eldorado Property consists of one patented lode mining claim (20 acres) named Eldorado situated in Battle Mountain, Lander County, Nevada, USA.

The cumulative costs incurred on the Spinco's mineral rights are as follows:

	Phoenix Gold Properties (Nevada, USA)
Balance – Opening	**$ -**
Additions – capitalized expenditures	65,322
Balance as at January 31, 2014	**65,322**
Additions - capitalized expenditures	899,924
Balance as at January 31, 2015	**965,246**
Additions - capitalized expenditures	196,330
Impairment charges recognized*	(761,576)
Balance as at January 31, 2016	**400,000**
Additions - capitalized expenditures	-
Settlement of liabilities	(265,845)
Reversal of impairment	265,845
Balance as at January 31, 2017	**400,000**
Additions - capitalized expenditures	-
Balance as at January 31, 2018	**400,000**
Additions - capitalized expenditures	-
Impairment charges recognized**	(200,000)
Balance as at January 31, 2019	**200,000**
Additions – capitalized expenditures	10,000
Impairment charges recognized***	(209,999)
Balance as at January 31, 2020	**1**
Additions – capitalized expenditures	-
Balance as at January 31, 2021	**1**
Additions – capitalized expenditures	-
Balance as at January 31, 2022	**1**
Additions – capitalized expenditures	-
Balance as at January 31, 2023	**$ 1**

** The Company's management determined that the mineral rights are impaired as of January 31, 2016, and recognized an impairment loss of $761,576.*

*** The Company's management determined that the mineral rights are impaired as of January 31, 2019, and recognized an impairment loss of $200,000.*

**** The Company's management determined that the mineral rights are impaired as of January 31, 2020, and recognized an impairment loss of $209,999.*

All exploration and evaluation expenditures related to Phoenix Gold Properties have been expensed in exploration expense during the years ended January 31, 2023 and 2022.

(Expressed in Canadian Dollars)

5. Commitments and Contractual Arrangements

On January 16, 2023, the Company terminated the lease for the remaining 50% right, title and interest to the Plumas Property with Matlack. Both parties terminated the lease effective April 22, 2021 and the Company agreed to pay the outstanding lease for the years from 2017 to 2020 plus accrued interest up to the date of payment. The Company made payment of $62,825 (US$50,000) and $63,826 (US$50,383) to Matlack in April 2021 and March 2022 respectively, to settle 2015 and 2016 Plumas Lease plus accrued financing charges which are recorded in exploration expenses during the respective period. Spinco accrued $235,720 (US $176,569) payable to Matlack and recorded it in exploration expenses on January 31, 2023.

6. Capital Management

Spinco's objective when managing capital structure is to ensure sufficient financial resources exist to meet its strategic exploration and business development objectives, and to ensure that it continues as a going concern.

7. Segmented Information

Spinco operates in one reportable segment. Segments are defined as components for which separate financial information is available and is regularly evaluated by the chief operating decision maker.

8. Related Party Transactions

Spinco considers its Board of Directors and certain consultants which, by virtue of the contracts in place and the functions performed, to be key management. Compensation awarded to key management is listed below:

	January 31, 2023	January 31, 2022
Management fees	$ -	$ 5,000
Total	$ -	$ 5,000

For the year ended January 31, 2023, the Spinco paid or accrued management fees of $nil (2022 - $2,500) to a company controlled by an officer of the Company, and management fees of $nil (2022 - $2,500) to a company controlled by an officer and director of the Company.

These transactions are in the normal course of operations and at the exchange amount agreed to by the related parties.

9. Financial Instruments

IFRS 7 establishes a fair value hierarchy that reflects significance of inputs in measuring fair value as follows:

Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;
Level 2 – inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. process) or indirectly (i.e. derived from process); and
Level 3 – inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Fair value

As at January 31, 2023, Spinco did not have financial instruments measured at fair value. Spinco's carrying values of other receivables, and accounts payable and accrued liabilities approximate their fair value due to their short-term nature.

Liquidity risk

Liquidity risk is the risk that Spinco is unable to meet its financial obligations as they fall due. Spinco takes steps to ensure that it has sufficient working capital and available sources of financing to meet future cash requirements for capital programs and operations.

Spinco intends to issue equity to ensure it has sufficient access to cash to meet current and foreseeable financial requirements. Spinco actively monitors its liquidity to ensure that its cash flows and working capital are adequate to support its financial obligations and its capital programs.

Credit risk

Credit risk is the risk of loss if counterparties do not fulfill their contractual obligations. Spinco has credit risk with its other receivables, but it is considered to be minimal. There is no allowance for doubtful accounts recorded as at January 31, 2023.

Market risk

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

(i) Interest rate risk

Spinco is not exposed to the risk that the value of financial instruments will change due to movement in market interest rates.

(ii) Currency risk

Currency risk is the risk to the company's earnings that arises from fluctuations of foreign exchange rates and the degree of volatility of these rates. Spinco does not use derivative instruments to reduce its exposure to foreign currency risk. Spinco has a portion its accounts payable and accrued liabilities in US Dollars and Australian Dollars.

9. Financial Instruments (Cont'd)

For the year ended January 31, 2023, a 5% increase or decrease on an annualized basis in the value of a Canadian Dollar in relation to the US Dollar and Australian Dollar would have resulted in a $15,335 (2022 - $3,350) and $980 (2022 - $936) increase or decrease in foreign exchange gain or loss, for respective foreign currencies.

(iii) Commodity price risk
Commodity price risk is defined as the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. The Company closely monitors commodity prices, individual equity movements, and the stock market in general to determine the appropriate course of action to be taken by the Company.

SCHEDULE "I"

PRO FORMA FINANCIAL STATEMENTS
FOR THE YEARS ENDED JANUARY 31, 2023 AND 2022

(see attached)

YORK HARBOUR METALS INC.

PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

For the year ended January 31, 2023

(Unaudited – prepared by management)

(Expressed in Canadian Dollars)

Index

YORK HARBOUR METALS INC.

Pro Forma Consolidated Statements of Financial Position

(Unaudited – prepared by management)
(Expressed in Canadian Dollars)

	York Harbour Metals Inc. as of January 31, 2023	Phoenix Gold Resources (Holdings) Ltd. Carve Out Adjustments	York Harbour Metals Inc. Upon Arrangement
ASSETS			
Current Assets:			
Cash	$ 4,512,513	$ -	$ 4,512,513
Other receivables	1,239,805	(8,598)	1,231,207
Prepaid expenses	255,954	-	255,954
Refundable deposit	250,000	-	250,000
Total Current Assets	6,258,272	(8,598)	6,249,674
Non-Current Assets:			
Mineral Rights	12,639,876	(1)	12,639,875
Total Assets	$ 18,898,148	$ (8,599)	$ 18,889,549
LIABILITIES			
Current Liabilities:			
Accounts payable and accrued liabiltiies	$ 506,497	$ (345,109)	$ 161,388
Total Liabilities	506,497	(345,109)	161,388
SHAREHOLDERS' EQUITY			
Share Capital	22,604,382	-	22,604,382
Warrants Reserve	4,998,443	-	4,998,443
Share-based Payment Reserve	1,333,200	-	1,333,200
Accumulated Deficit	(10,544,374)	336,510	(10,207,864)
Total Shareholders' Equity	18,391,651	336,510	18,728,161
Total Liabilities and Shareholders' Equity	$ 18,898,148	$ (8,599)	$ 18,889,549

- See Accompanying Notes -

YORK HARBOUR METALS INC.

Pro Forma Consolidated Statements of Loss and Comprehensive Loss

(Unaudited – prepared by management)
(Expressed in Canadian Dollars)

	York Harbour Metals Inc. for the year ended January 31, 2023	Phoenix Gold Resources (Holdings) Ltd. Carve Out Adjustments	York Harbour Metals Inc. Upon Arrangement
Revenue	$ -	$ -	$ -
Expenses			
Stock-based compensation	1,377,692	-	1,377,692
Consulting fees	977,098	-	977,098
Investor relations	717,661	-	717,661
Management fees	466,500	-	466,500
Exploration	299,546	(299,546)	-
Professional fees	296,105	-	296,105
Travel	173,249	-	173,249
Office and administration	114,600	-	114,600
Filing fees	69,178	-	69,178
Foreign exchange loss	10,459	(4,074)	6,385
Loss before the undernoted	4,502,088	(303,620)	4,198,468
Other loss (income)			
Interest expense (income)	(101,365)	-	(101,365)
Impairment of other receivables	174,595	-	174,595
Net Loss and Comprehensive Loss	$ 4,575,318	$ (303,620)	$ 4,271,698
Weighted Average Number of Shares Outstanding	56,907,304		56,907,304
Loss per Share - Basic and Diluted	$ (0.08)	$	$ (0.08)

- See Accompanying Notes -

YORK HARBOUR METALS INC.

Notes to the Pro Forma Consolidated Financial Statements
January 31, 2023
(Unaudited – prepared by management)
(Expressed in Canadian Dollars)

1. Plan of Arrangement

These unaudited pro forma consolidated financial statements have been compiled for purposes of inclusion in an Information Circular for York Harbour Metals Inc. (the "Company" or "York Harbour") dated June 21, 2023.

The Company intends to reorganize its assets and operations into two separate companies: York Harbour and Phoenix Gold Resources (Holdings) Ltd ("Spinco"), a wholly-owned subsidiary of York Harbour. The Company and Spinco intends to proceed with a corporate restructuring by way of a statutory plan of arrangement ("Arrangement"), pursuant to which the Company and Spinco will participate in a series of transactions whereby, among other things, the Company will spin-out all issued and outstanding Spinco shares to York Harbour shareholders.

The arrangement involves the exchange of Spinco shares to existing York Harbour shareholders on the basis of 0.2 of a Spinco common share and one new common share of York Harbour per outstanding common share of York Harbour held on the effective date of the Arrangement. Holders of York Harbour options and warrants will not be entitled to new common shares of York Harbour nor Spinco common shares pursuant to the Arrangement.

Closing of the Arrangement is subject to several conditions including, but not limited to, approval by York Harbour shareholders and receipt of court and necessary regulatory approvals.

2. Basis of Presentation

These unaudited pro forma consolidated financial statements give effect to the Arrangement agreement, whereby York Harbour will spin out the common shares of Spinco which holds through its subsidiary Phoenix Gold Resources (USA) Inc., a Nevada corporation, certain current assets and mineral exploration rights of SpinCo.

These unaudited pro forma consolidated financial statements have been compiled from and include:

- An unaudited pro forma consolidated statement of financial position, giving effect to the Arrangement agreement as if it occurred on January 31, 2023.

- An unaudited pro forma consolidated statement of loss and comprehensive loss, giving effect to the Arrangement agreement as if it had occurred on January 31, 2023.

2. Basis of Presentation (Cont'd)

These unaudited pro forma consolidated financial statements are provided for illustrative purposes only, and do not purport to represent the financial position that would have resulted had the Arrangement agreement actually occurred on January 31, 2023 or the results of operations that would have resulted had the Arrangement agreement actually occurred on January 31, 2023. Further, these pro forma consolidated financial statements are not necessarily indicative of the future financial position or results of operations of York Harbour as a result of the Arrangement agreement. These unaudited pro forma consolidated financial statements should be read in conjunction with the audited consolidated financial statements of York Harbour and the carve out financial statements of SpinCo for the year ended January 31, 2023 and 2022.

3. Significant Accounting Policies

The significant accounting policies applied in the preparation of these unaudited pro forma consolidated financial statements are consistent with the accounting policies disclosed in the York Harbour Metals Inc. audited consolidated financial statements for the years ended January 31, 2023 and 2022.

4. Pro Forma Adjustments and Assumptions

a) As at January 31, 2023, certain input tax credit receivables related to the normal course of activities were collectible by Spinco.

b) As at January 31, 2023, the book value of Phoenix Gold Properties was transferred from York Harbour to Spinco.

c) As at January 31, 2023, certain accounts payable related to the normal course of activities were due.

d) Upon completion of the Arrangement, York Harbour will exchange one new common share of York Harbour and 0.2 of a Spinco common share for each York Harbour common share held by each York Harbour shareholder as of the effective date of the Arrangement.

5. Income Taxes

No value has been ascribed to any acquired tax loss carry forwards obtained by Spinco. As part of the Arrangement, as Spinco is an early stage company, and it is not known whether sufficient future taxable profits will be available to utilize these losses prior to expiry.

SCHEDULE "J"

CARVE- OUT MANAGEMENT DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JANUARY 31, 2023

(see attached)

PHOENIX GOLD RESOURCES (HOLDINGS) LTD.

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the year ended January 31, 2023

(Unaudited)
(Expressed in Canadian dollars)

Dated as of June 20, 2023

This Management Discussion and Analysis ("MD&A") of Phoenix Gold Resources (Holdings) Ltd. (referred to as "Spinco") was prepared by management and approved by the Board of Directors, on the recommendation of its Audit Committee, on June 20, 2023. This MD&A is dated June 20, 2023 and is current to date, unless otherwise noted.

The financial information in this MD&A is derived from the carve out consolidated financial statements of Spinco for the year ended January 31, 2023 which have been prepared in Canadian dollars unless otherwise noted, in accordance with International Accounting Standards as issued by the International Accounting Standards Board. The information provided herein supplements but does not form part of the carve out consolidated financial statements.

Mr. J. Douglas Blanchflower, P. Geo. (BC. NL), is a director of York Harbour Metals Inc. and a Qualified Person ("QP") as defined by National Instrument 43-101 ("NI 43-101"). He has approved the scientific and technical disclosure on the Phoenix Gold Project in Nevada USA, and prepared or supervised its preparation.

DESCRIPTION OF BUSINESS

York Harbour Metals Inc. (the "Company" or "York Harbour") is an exploration stage company incorporated under the Business Corporations Act (British Columbia). The Company's corporate address is Suite 1518 – 800 West Pender Street, Vancouver, British Columbia, Canada, V6C 2V6. The Company is currently listed on the TSX Venture Exchange ('TSXV") under the symbol "YORK".

The Company intends to reorganize its assets and operations into two separate companies: York Harbour and Phoenix Gold Resources (Holdings) Ltd ("Spinco"). The Company and Spinco intends to proceed with a corporate restructuring by way of a statutory plan of arrangement ("Arrangement"), pursuant to which the Company and Spinco will participate in a series of transactions whereby, among other things, the Company will exchange new common shares of York Harbour and Spinco for common shares of York Harbour held by York Harbour shareholders who will become the holders of the Spinco shares and York Harbour shares at closing of the transactions.

The arrangement involves exchanging 0.2 of a Spinco common share and one new common share of York Harbour per outstanding common share of York Harbour held by shareholders on the effective date of the Arrangement.

Closing of the Arrangement is subject to several conditions including, but not limited to, approval by York Harbour shareholders and receipt of court and necessary regulatory approvals.

This MD&A has been compiled for purposes of inclusion in an Information Circular for York Harbour in connection with the Arrangement described above.

Spinco has incurred operating losses to date and does not generate cash flows from operations to support its activities. With no source of operating cash flow, there is no assurance that sufficient funding will be available to conduct further exploration and development of its mineral properties. The ability to continue as a going concern remains dependent upon its ability to obtain the financing necessary to continue to fund its mineral properties through intercompany loans from the ultimate parent company, the realization of future profitable production, proceeds from the disposition of its mineral interests, and/or other sources.

This MD&A does not give effect to adjustments to the carrying values and classification of assets and liabilities that would be necessary should the Spinco be unable to continue as a going concern. Such adjustments could be material.

TECHNICAL OVERVIEW / MINERAL PROPERTIES

PHOENIX GOLD PROJECT

The Phoenix Gold Project properties are in Lander County, Nevada. The properties are approximately 15 miles south of Battle Mountain, Nevada, and are adjacent to Newmont's Fortitude gold mine. The Phoenix Gold Project consists of Plumas Property and Eldorado Property, including three (3) patented mining claims and 1 patented mill site claim with a total area of 24.48 hectares in Battle Mountain, Nevada.

Plumas Property

The Company carried out a detailed mapping, sampling and prospecting program over the Plumas Property in the second quarter ended July 31, 2014. The results were integrated into the Plumas Property database together with all previously recorded geochemical and rock chip surface sampling results. A new map and interpretation were produced showing the distribution of the surface gold values across the Plumas Property relative to the geological structures and rock types and the drill holes that were completed as part of the 2014 drill program.

Drilling commenced in July 2014 and was completed in September 2014. A total of 6 drill holes totalling approximately 1,413 meters were drilled on the Plumas Property.

Eldorado Property

The Company completed a chip and soil sampling, mapping and prospecting program on the Eldorado Property. All the results have been integrated into the Eldorado database together with previously recorded geochemical and rock chip surface sampling results to produce maps and information showing the distribution of the surface gold values across the Eldorado Property relative to the geological structures and rock types, defining an area of mineralization that will be the focus of a future drill program.

A National Instrument 43-101 technical report (the "Technical Report") entitled "NI 43-101 TECHNICAL REPORT ON THE PHOENIX GOLD PROJECT LANDER COUNTRY, NEVADA, USA" was completed by C2 Mining International Corp. on September 15, 2020 and is available on SEDAR. The recommendations in the Technical Report suggest further work is warranted at the Plumas Property to further outline and define known mineralization at Plumas Property with additional drilling and sampling. Drill targets need to be generated at the Eldorado Property through additional sampling programs.

Mineral Rights Expenditures and Balances

The cumulative costs incurred and capitalized on the Spinco's mineral rights are as follows:

	Phoenix Gold Properties (Nevada, USA)
Balance – Opening	**$ -**
Additions – capitalized expenditures	65,322
Balance as at January 31, 2014	**65,322**
Additions - capitalized expenditures	899,924
Balance as at January 31, 2015	**965,246**
Additions - capitalized expenditures	196,330
Impairment charges recognized*	(761,576)
Balance as at January 31, 2016	**400,000**
Additions - capitalized expenditures	-
Settlement of liabilities	(265,845)
Reversal of impairment	265,845
Balance as at January 31, 2017	**400,000**
Additions - capitalized expenditures	-
Balance as at January 31, 2018	**400,000**
Additions - capitalized expenditures	-
Impairment charges recognized**	(200,000)
Balance as at January 31, 2019	**200,000**
Additions – capitalized expenditures	10,000
Impairment charges recognized***	(209,999)
Balance as at January 31, 2020	**1**
Additions – capitalized expenditures	-
Balance as at January 31, 2021	**1**
Additions – capitalized expenditures	-
Balance as at January 31, 2022	**1**
Additions – capitalized expenditures	-
Balance as at January 31, 2023	**$ 1**

* The Company's management determined that the mineral rights are impaired as of January 31, 2016, and recognized an impairment loss of $761,576.

** The Company's management determined that the mineral rights are impaired as of January 31, 2019, and recognized an impairment loss of $200,000.

*** The Company's management determined that the mineral rights are impaired as of January 31, 2020, and recognized an impairment loss of $209,999.

All exploration and evaluation expenditures related to Phoenix Gold Properties have been expensed in exploration expense during the years ended January 31, 2023 and 2022.

RESULTS OF OPERATIONS AND SELECTED FINANCIAL INFORMATION

As at January 31, 2023, Spinco had negative working capital of $336,511 (January 31, 2022 – negative working capital of $95,530).

Operating and Administrative Expenses

	Year Ended January 31, 2023	Year Ended January 31, 2022
Exploration	$ 299,546	$ 68,150
Consulting fees	-	7,500
Management fees	-	5,000
Office and administration	-	283
Foreign exchange loss	4,074	(2,008)
Total Operating and Administrative Expenses	$ 303,620	$ 78,925
Net Loss and Comprehensive Loss	**$ 303,620**	**$ 78,925**

For the year ended January 31, 2023

Spinco's net loss and comprehensive loss for the year ended January 31, 2023 was $303,620 (2022 – $78,925). Exploration expenses totalled $299,546 (2022 – $68,150). The exploration expenses are directly tied to the Year 2016 Plumas lease and interest payment made by the Company during the year, as well as the accrual of final settlement payment of Year 2017 to 2021 Plumas lease and interest that the Company terminated during the year. Foreign exchange loss/(gain) totalled $4,074 (2022 – $(2,008)).

LIQUIDITY AND CAPITAL RESOURCES

Spinco has historically relied upon equity financing and loans from directors to satisfy its capital requirements and will continue to depend heavily upon equity capital to finance its activities. There can be no assurance Spinco will be able to obtain the required financing in the future on acceptable terms.

Spinco has limited financial resources, no source of operating income and no assurance that additional funding will be available to it for current or future projects, although Spinco has been successful in the past in financing its activities. The ability of Spinco to arrange additional financing in the future will depend, in part, on the prevailing capital market conditions and its exploration success. Any quoted market for the Spinco's shares may be subject to market trends generally, notwithstanding any potential success of Spinco in creating revenue, cash flows or earnings.

As at January 31, 2023, Spinco had the following contractual arrangement and commitment in place for the provision of certain services:

On January 16, 2023, the Company terminated the lease for the remaining 50% right, title and interest to the Plumas Property with Matlack. Both parties terminated the lease effective April 22, 2021 and

the Company agreed to pay the outstanding lease for the years from 2017 to 2020 plus accrued interest up to the date of payment. The Company made payment of $62,825 (US$50,000) and $63,826 (US$50,383) to Matlack in April 2021 and March 2022 respectively, to settle 2015 and 2016 Plumas Lease plus accrued financing charges which are recorded in exploration expenses during the respective period. Spinco accrued $235,720 (US $176,569) payable to Matlack and recorded it in exploration expenses on January 31, 2023.

FINANCING ACTIVITIES

During the year ended January 2023, there were no financing activities other than the contributions from parent company. The contributions from parent company during the year ended January 31, 2023 amounted to $62,639 (2022 – $143,432).

OFF BALANCE SHEET ARRANGEMENTS

Spinco had no off-balance sheet arrangements.

RELATED PARTY BALANCES AND TRANSACTIONS

Spinco considers its Board of Directors and certain consultants which, by virtue of the contracts in place and the functions performed, to be key management. Compensation awarded to key management is listed below:

	January 31, 2023	January 31, 2022
Management fees	$ -	$ 5,000
Total	$ -	$ 5,000

For the year ended January 31, 2023, Spinco paid or accrued management fees of $nil (2022 - $2,500) to a company controlled by an officer of the Company, and management fees of $nil (2022 - $2,500) to a company controlled by an officer and director of the Company.

These transactions are in the normal course of operations and at the exchange amount agreed to by the related parties.

FINANCIAL INSTRUMENTS

As at January 31, 2023, Spinco's financial instruments consist other receivables. These financial instruments are classified as other financial liabilities and are carried at amortized cost. The fair values of these financial instruments approximate their carrying values due to the short-term nature of these instruments.

Spinco's risk management policies are established to identify and analyze the risks faced by the Spinco, to set appropriate risk limits and controls, and to monitor risks and adherence to market conditions and the Spinco's activities. Spinco has exposure to credit risk, liquidity risk and market risk as a result of its use of financial instruments. Refer to Note 9 within the carve out consolidated financial statements for the

year ended January 31, 2023 regarding information about Spinco's exposure to each of the above risks and Spinco's objectives, policies and processes for measuring and managing these risks.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Spinco's critical accounting estimates are defined as those estimates that have a significant impact on the portrayal of its financial position and operations and that require management to make judgements, assumptions and estimates in the application of IFRS. Judgments, assumptions and estimates are based on historical experience and other factors that management believes to be reasonable under current conditions. As events occur and additional information is obtained, these judgements, assumptions and estimates may be subject to change. Spinco's significant accounting policies can be found in note 3 of the carve out consolidated financial statements for the year ended January 31, 2023.

The following critical accounting estimates were used in the preparation of its carve out consolidated financial statements.

Use of estimates
The preparation of financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of the accounting policies to financial information presented. Actual results may differ from the estimates, assumptions and judgements made. Estimates and underlying assumptions are reviewed on an ongoing basis. Changes made to estimates are reflected in the period the changes are made.

The critical judgements that the Spinco's management has made in the process of applying Spinco's accounting policies, apart from those involving estimations, that have the most significant effect on the amounts recognized in Spinco's carve-out consolidated financial statements are related to the economic recoverability of the mineral rights, determining the smallest group of assets that generates independent cash flow, the interpretation and application of tax laws, the determination of functional currency for Spinco, and the assumption that Spinco will continue as a going concern.

Intangible assets: mineral rights
Under IFRS, Spinco defers all cost relating to the acquisition and exploration of its mineral properties after the legal right to explore a property has been obtained, but before technical feasibility and commercial viability of the property has been established. Any revenues received from such properties are credited against the costs of the property. When commercial production commences on any of the Spinco's properties, any previously capitalized costs would be charged to operations using unit-of-production method. Spinco reviews the carrying value of its mineral properties for recoverability when events or changes in circumstances indicate that the properties may be impaired. If such a condition exists and the carrying value of a property exceeds the estimated net recoverable amount, provision is made for the impairment in value.

The existence of uncertainties during the exploration stage and the lack of definitive empirical evidence with respect to the feasibility of successful commercial development of any exploration property does create measurement uncertainty concerning the estimate of the amount of impairment to the value of any mineral property. Spinco relies on its own or independent estimates of further geological prospects of a particular property and also considers the likely proceeds from a sale or assignment of the rights before determining whether or not impairment in value has occurred.

For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the "cash-generating unit" or "CGU"). The allocation of Spinco's assets into CGUs requires judgement. A CGU recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value, using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which estimates of future cash flows have not been adjusted. If the recoverable amount of an asset or CGU is estimated to be less than its carrying amount, the carrying amount is reduced to the recoverable amount. Impairment is recognized immediately in profit or loss. Where an impairment subsequently reverses, the carrying amount is increased to the revised estimate of recoverable amount but only to the extent that this does not exceed the carrying value that would have been determined if no impairment had previously been recognized.

Restoration, rehabilitation and environmental obligations
An obligation to incur restoration, rehabilitation and environmental costs arises when an environmental disturbance is caused by the exploration or development of a mineral property interest. Such costs arising from the decommissioning of plant, other site preparation work, and water and soil management, discounted to their net present value, are provided for and capitalized at the start of each project to the carrying amount of the asset, along with a corresponding liability as soon as the obligation to incur such costs arises. The timing of the actual rehabilitation expenditure is dependent on a number of factors such as the life and nature of the asset, the operation license conditions and, when applicable, the environment in which the mine operates.

Discount rates using a pre-tax rate that reflects the time value of money are used to calculate the net present value of the liability. These costs are charged against profit or loss over the economic life of the related assets, through amortization using either the unit-of-production or the straight-line method. The corresponding liability is progressively increased as the effect of discounting unwinds creating an expense in profit or loss.

Decommissioning costs are also adjusted for changes in estimates. Those adjustments are accounted for as a change in the corresponding capitalized cost, except where a reduction in costs is greater than the unamortized capitalized cost of the related assets, in which case the capitalized cost is reduced to nil and the remaining adjustment is recognized in profit or loss.

The operations of Spinco may in the future be affected from time to time in varying degrees by changes in environmental regulations, including those for site restoration costs. Both the likelihood of new regulations and their overall effect upon the Spinco are not predictable.

Spinco has no material restoration, rehabilitation or environmental obligations as at January 31, 2023.

Taxes
Tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit and loss except to the extent that it relates to a business combination, or items recognized directly in equity or in other comprehensive income.

Current tax

Current tax is the expected tax payable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax

Deferred taxes are calculated using the liability method on temporary differences between the carrying amounts of assets and liabilities and their tax bases. However, deferred tax is not recognized on the initial recognition of goodwill, on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction, and on temporary differences relating to investments in subsidiaries and jointly controlled entities where the reversal of these temporary differences can be controlled by the Spinco and it is probable that reversal will not occur in the foreseeable future.

Deferred tax assets and liabilities are measured, without discounting, at the tax rates that are expected to apply when the assets are recovered and the liabilities settled, based on tax rates that have been enacted or substantively enacted by the reporting date.

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

Deferred tax assets and liabilities are offset if there is a legally enforceable right to set off current tax assets against current tax liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different taxable entities which intend either to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities and assets are expected to be settled or recovered.

Going concern assumption
In the determination of Spinco's ability to meet its ongoing obligations and future contractual commitments, management relies on the Spinco's planning, budgeting and forecasting process to help determine the funds required to support Spinco's normal operations on an ongoing basis and its expansionary plans. The key inputs used by SpinCo in this process include forecasted capital deployment, results from operations, results from the exploration and development of its properties and general industry conditions.

RISKS AND UNCERTAINTIES

General
Resource exploration and development is a speculative business, characterized by a number of significant risks including, among other things, unprofitable efforts resulting not only from the failure to discover mineral deposits but also from finding mineral deposits, which, though present, are insufficient in quantity and/or quality to return a profit from production.

Spinco is in the resource sector and as such is exposed to a number of risks and uncertainties that are not uncommon to other companies in the same industry. Some of the current risks include the following:

(a) Spinco has no history of earnings and will not generate earnings until production commences;

(b) Any future equity financings by Spinco for the purposes of raising additional capital may result in substantial dilution to the holdings of existing shareholders;

(c) There can be no assurance that an active and liquid market for Spinco's shares will develop and investors may find it difficult to resell their shares; and

(d) The directors and officers of Spinco will devote a portion of their time to the business and affairs of the Spinco and some of them are or will be engaged in other projects or businesses, and as such, conflicts of interest may arise from time to time.

Spinco's business is subject to exploration and development risks
Spinco's mineral properties are in the exploration stage and no known reserves have been discovered on such properties. At this stage, favourable results, estimates and studies are subject to a number of risks, including, but not limited to:

- the limited amount of drilling and testing completed to date;
- the preliminary nature of any operating and capital cost estimates;
- the difficulties inherent in scaling up operations and achieving expected metallurgical recoveries;
- the likelihood of cost estimates increasing in the future; and
- the possibility of difficulties procuring needed supplies of electrical power and water.

There is no certainty that the expenditures to be made by the Spinco in the exploration of its mineral properties described herein will result in discoveries of mineral resources in commercial quantities or that any of its mineral properties will be developed. Most exploration projects do not result in the discovery of mineral resources and no assurance can be given that any particular level of recovery of mineral resources will in fact be realized or that any identified resource will ever qualify as a commercially mineable (or viable) resource which can be legally and economically exploited. Estimates of reserves, mineral deposits and production costs can also be affected by such factors as environmental permit regulations and requirements, weather, environmental factors, unforeseen technical difficulties, unusual or unexpected geological formations and work interruptions. In addition, the grade of mineral resource ultimately discovered may differ from that indicated by drilling results. There can be no assurance that mineral resource recovered in small-scale tests will be duplicated in large-scale tests under on-site conditions or in production scale.

Mineral exploration and development involve a high degree of risk and few properties that are explored are ultimately developed into producing mines. The long-term profitability of the Spinco's operations will be related to the cost and success of its exploration programs, which may be affected by a number of factors beyond the Spinco's control.

Mineral exploration involves many risks, which even a combination of experience, knowledge and careful evaluation may not be able to overcome. Operations in which the Spinco has a direct or indirect interest will be subject to all the hazards and risks normally incidental to exploration, development and production of mineral resources, any of which could result in work stoppages, damage to property, and possible environmental damage.

Hazards such as unusual or unexpected formations and other conditions such as fire, power outages, labour disruptions, flooding, cave-ins, landslides and the inability to obtain suitable machinery, equipment or labour are involved in mineral exploration, development and operation. Spinco may become subject to liability for pollution, cave-ins or hazards against which it cannot insure or against which it may elect not to insure. The payment of such liabilities may have a material, adverse effect on the Spinco's financial position.

Spinco will continue to rely upon consultants and others for exploration and development expertise. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that minerals will be discovered in sufficient quantities to justify commercial operations or that funds required for development can be obtained on a timely basis. The economics of developing mineral properties is affected by many factors including the costs of operations, fluctuations in markets, allowable production, importing and exporting of minerals and environmental protection.

Political Risk

Spinco's Phoenix Gold Properties are located in Nevada, USA, and Spinco will be subject to changes in political conditions and regulations in the United States. Spinco's activities are subject to extensive laws and regulations governing worker health and safety, employment standards, waste disposal, protection of historic and archaeological sites, mine development, protection of endangered and protected species and other matters.

Regulators in the USA have broad authority to shut down and/or levy fines against facilities that do not comply with regulations or standards. Spinco's mineral exploration and mining activities in the USA may be adversely affected in varying degrees by changing government regulations relating to the mining industry or shifts in political conditions that increase the costs related to the Spinco's activities or maintaining its licenses. Operations may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, and expropriation of property, environmental legislation and mine safety.

A number of other approvals, licenses and permits may be required for various aspects of mine development. While Spinco will use its best efforts to ensure title to the licenses and access to surface rights continue into the future, these titles or rights may be disputed, which could result in costly litigation or disruption of operations. Spinco is uncertain if all necessary permits will be maintained on acceptable terms or in a timely manner. Future changes in applicable laws and regulation or changes in their enforcement or regulatory interpretation could negatively impact current or planned exploration and development activities on the Spinco's mineral properties. Any failure to comply with applicable laws and regulations or failure to obtain or maintain permits, even if inadvertent, could result in the interruption of exploration and development operations or material fines, penalties or other liabilities.

Financing Risks

Although Spinco was able to obtain adequate financing in the past, there is no assurance that Spinco will continue to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of further exploration and development of its projects with the possible loss of such properties.

Fluctuating Price and Currency

Spinco raises its financing primarily in Canadian dollars and will conduct its principal business and operation activities in and proposes to maintain certain accounts in Canadian dollars and United States dollars ("US dollars"). Spinco's operations in the USA make it subject to foreign currency fluctuation and such fluctuations may adversely affect Spinco's financial position and operating results.

Foreign Countries and Regulatory Requirements
Even if the Spinco's mineral properties are proven to host economic reserves of gold and/or other mineral resources, factors such as governmental expropriation or regulation may prevent or restrict mining of any such deposits or repatriation of profits. Any changes in regulations or shifts in political conditions in the USA are beyond the control of the Spinco and may adversely affect its business. Operations may be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, expropriation of property, environmental legislation and mine safety.

Uninsurable Risk
In the course of exploration, development and production of mineral properties, certain risks, and in particular, unexpected or unusual geological operating conditions including rock bursts, cave-ins, fires, flooding and earthquakes may occur. It is not always possible to fully insure against such risks and Spinco may decide not to take out insurance against such risks as a result of high premiums or other reasons. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the securities of the Spinco.

No Assurance of Surface Rights
Spinco has represented that it has mineral property interests in the Phoenix Gold Properties. However, it remains possible that surface rights corresponding to the mineral properties may be subject to prior other rights or may be affected by undetected defects.

Permits and Licenses
Spinco's operations may require licenses and permits from various governmental authorities. There can be no assurance that such licenses and permits as may be required to carry out exploration, development and mining operations at its projects will be granted.

Competition
The mineral industry is intensely competitive in all its phases. Spinco competes with many companies processing greater financial resources and technical facilities than itself for the acquisition of mineral concessions, claims, leases and other mineral interests as well as for the recruitment and retention of qualified employees and service providers. Factors beyond the control of Spinco may affect the marketability of mineral substances discovered. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in Spinco not receiving an adequate return on invested capital or losing its investment capital.

Environmental Risk
Spinco's operations may be subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry operations, such as seepage from tailings disposal areas, which could result in environmental pollution. A breach of such legislation may result in imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for noncompliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors, consultants and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of

operations. There is no assurance that future changes in environmental regulation, if any, will not adversely affect the Spinco's operations. In addition, environmental risks may exist on properties in which Spinco holds interests which are unknown at present and which have been caused by previous or existing owners or operators. Furthermore, future compliance with environmental reclamation, closure and other requirements may involve significant costs and other liabilities. Spinco intends to fully comply with all environmental regulations.

Forward-looking statements address future events and conditions and therefore involve inherent risks and uncertainties. Actual results may differ materially from those currently anticipated in such statements.

DISCLOSURE ON INTERNAL CONTROLS

Management is responsible for establishing and maintaining disclosure controls and procedures and internal control over financial reporting for Spinco. Based on an evaluation of Spinco's disclosure controls and procedures as of the period covered by this MD&A, management believes such controls and procedures are effective in providing reasonable assurance that material items requiring disclosure are identified and reported in a timely manner.

CAUTION REGARDING FORWARD-LOOKING INFORMATION

Certain statements in this MD&A, particularly statements regarding future economic performance and finances, plans, expectations and objectives of management, may constitute "forward-looking" statements which reflect our current views with respect to future events and financial performance. When used in this MD&A, such forward-looking statements use words such as "may", "will", "expect", "believe", "anticipate", "plan", "intend", "estimate", "project", "continue" and other similar terminology of a forward-looking nature or negatives of those terms. These forward-looking statements are based on certain assumptions by management, certain of which are set out herein. The forward-looking statements appearing in this MD&A reflect current expectations regarding future events and operating performance and speak only as of the date of this MD&A.

Although management believes that the expectations reflected in such forward-looking statements are reasonable, all forward-looking statements address matters that involve known and unknown risks, uncertainties and other factors and should not be read as guarantees of future performance or results. Accordingly, there are or will be a number of significant factors which could cause our actual results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause actual future results, performance or achievements to differ materially include, but are not limited to, all hazards and risks normally incidental to exploration, development and production of mineral resources, political instability and changes to existing government regulations including environmental regulations, ability to obtain adequate financing in future, the impact of global financial crisis, foreign currency fluctuations, ability to identify and integrate future acquisitions, reliance on key personnel and competition with other mineral industry companies for mineral concessions, claims, leases, and other mineral interests as well as for the recruitment and retention of qualified employees and service providers.

All statements, other than of historical fact, included herein are forward-looking statements that involve various risks and uncertainties. There can be no assurance that such statements will prove to be accurate, and actual results and future events could differ materially from those anticipated in such statements. There are no assurances that Spinco can fulfill such Forward-Looking Statements and Spinco undertakes no obligation to update such statements.

Additional information relating to the Company can be found on the Company's website at www.yorkharbourmetals.com and on SEDAR at www.sedar.com.

SCHEDULE "K"

AUDIT COMMITTEE CHARTER

The audit committee (the "**Committee**") of York Harbour Metals Inc. (the "**Corporation**") is a committee of the board of directors of the Corporation (the "**Board**"). The role of the Committee is to:

- provide oversight of the Corporation's financial management and of the design and implementation of an effective system of internal financial controls as well as to review and report to the Board on the integrity of the financial statements of the Corporation, its subsidiaries and associated companies;
- helping directors meet their responsibilities, facilitating better communication between directors and the external auditor;
- enhancing the independence of the external auditor;
- increasing the credibility and objectivity of financial reports and strengthening the role of the directors by facilitating in-depth discussion among directors, management and the external auditor;

Management is responsible for establishing and maintaining those controls, procedures and processes and the Committee is appointed by the Board to review and monitor them. The Corporation's external auditor is ultimately accountable to the Board and the Committee as representatives of the Corporation's shareholders.

I. DUTIES AND RESPONSIBILITIES

External Auditor

1. To recommend to the Board, for shareholder approval, an external auditor to examine the Corporation's accounts, controls and financial statements on the basis that the external auditor is accountable to the Board and the Committee as representatives of the shareholders of the Corporation.

2. To oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting.

3. To evaluate the audit services provided by the external auditor, pre-approve all audit fees and recommend to the Board, if necessary, the replacement of the external auditor.

4. To pre-approve any non-audit services to be provided to the Corporation by the external auditor and the fees for those services.

5. To obtain and review, at least annually, a written report by the external auditor setting out the auditor's internal quality-control procedures, any material issues raised by the auditor's internal quality-control reviews and the steps taken to resolve those issues.

6. To review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation. The Committee has adopted the following guidelines regarding the hiring of any partner, employee, reviewing tax professional or other person providing audit assurance to the external auditor of the Corporation on any aspect of its certification of the Corporation's financial statements:

    (a) no member of the audit team that is auditing a business of the Corporation can be hired into that business or into a position to which that business reports for a period of three years after the audit;

(b) no former partner or employee of the external auditor may be made an officer of the Corporation or any of its subsidiaries for three years following the end of the individual's association with the external auditor;

(c) the Chief Financial Officer of the Corporation (the "CFO") must approve all office hires from the external auditor; and

(d) the CFO must report annually to the Committee on any hires within these guidelines during the preceding year.

7. To ensure that the head audit partner assigned by the external auditor to the Corporation, as well as the audit partner charged with reviewing the audit of the Corporation, are changed at least every five years.

8. To review, at least annually, the relationships between the Corporation and the external auditor in order to establish the independence of the external auditor.

Financial Information and Reporting

9. To review the Corporation's annual audited financial statements with the Chief Executive Officer of the Corporation (the "**CEO**") and CFO and then with the full Board. The Committee will review the interim financial statements with the CEO and CFO.

10. To review and discuss with management and the external auditor, as appropriate:

(a) the annual audited financial statements and the interim financial statements, including the accompanying management discussion and analysis; and

(b) earnings guidance and other releases containing information taken from the Corporation's financial statements prior to their release.

11. To review the quality and not just the acceptability of the Corporation's financial reporting and accounting standards and principle and any proposed material changes to them or their application.

12. To review with the CFO any earnings guidance to be issued by the Corporation and any news release containing financial information taken from the Corporation's financial statements prior to the release of the financial statements to the public. In addition, the CFO must review with the Committee the substance of any presentations to analysts or rating agencies that contain a change in strategy or outlook.

Oversight

13. To review the internal audit staff functions, including:

(a) the purpose, authority and organizational reporting lines;

(b) the annual audit plan, budget and staffing; and

(c) the appointment and compensation of the controller, if any.

14. To review, with the CFO and others, as appropriate, the Corporation's internal system of audit controls and the results of internal audits.

15. To review and monitor the Corporation's major financial risks and risk management policies and the steps taken by management to mitigate those risks.

16. To meet at least annually with management (including the CFO), the internal audit staff, and the external auditor in separate executive session and review issues and matters of concern respecting audits and financial reporting.

17. In connection with its review of the annual audited financial statements and interim financial statements, the Committee will also review the process for the CEO and CFO certifications (if required by law or regulation) with respect to the financial statements and the Corporation's disclosure and internal controls, including any material deficiencies or changes in those controls.

II. MEMBERSHIP

The Committee shall consist of three or more members of the Board, the majority of which have been determined to be independent as required under applicable securities rules or applicable stock exchange rules.

Any member may be removed from office or replaced at any time by the Board and shall cease to be a member upon ceasing to be a director. Each member of the Committee shall hold office until the close of the next annual meeting of shareholders of the Corporation or until the member ceases to be a director, resigns or is replaced, whichever first occurs.

The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.

All members of the Committee must be "financially literate" (i.e., have the ability to read and understand a set of financial statements such as balance sheet, an income statement and a cash flow statement).

III. PROCEDURES

1. The Board shall appoint one of the directors elected to the Committee as the Chairperson of the Committee (the "Chairperson"). In the absence of the appointed Chairperson from any meeting of the Committee, the members shall elect a Chairperson from those in attendance to act as Chairperson of the meeting.

2. The Chairperson will appoint a secretary (the "Secretary") who will keep minutes of all meetings. The Secretary does not have to be a member of the Committee or a director and can be changed by simple notice from the Chairperson.

3. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by resolution in writing signed by all the members of the Committee. A majority of the members of the Committee shall constitute a quorum, provided that if the number of members of the Committee is an even number, one-half of the number of members plus one shall constitute a quorum.

4. The Committee will meet as many times as is necessary to carry out its responsibilities. Any member of the Committee or the external auditor may call meetings.

5. The time and place of the meetings of the Committee, the calling of meetings and the procedure in all respects of such meetings shall be determined by the Committee, unless otherwise provided for in the Articles of the Corporation or otherwise determined by resolution of the Board.

6. The Committee shall have the resources and authority necessary to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms (including termination) of special counsel, advisors or other experts or consultants as it deems appropriate.

7. The Committee has the authority to communicate directly with the internal and external auditors.

IV. REPORTS

The Committee shall produce the following reports and provide them to the Board:

1. an annual performance evaluation of the Committee, which evaluation must compare the performance of the Committee with the requirements of this Charter. The performance evaluation should also recommend to the Board any improvements to this Charter deemed necessary or desirable by the Committee. The performance evaluation by the Committee shall be conducted in such manner as the Committee deems appropriate. The

report to the Board may take the form of an oral report by the Chairperson or any other member of the Committee designated by the Committee to make this report; and

2. a summary of the actions taken at each Committee meeting, which shall be presented to the Board at the next Board meeting.

SCHEDULE "L"

OPTION PLAN
2023

1. **PURPOSE**

The purpose of this Stock Option Incentive Plan is to provide an incentive to Eligible Persons to acquire a proprietary interest in the Company, to continue their participation in the affairs of the Company and to increase their efforts on behalf of the Company.

2. **DEFINITIONS**

In this Plan, the following words have the following meanings:

(a) "Board" means the Board of Directors of the Company;

(b) "Common Shares" means the Common Shares of the Company;

(c) "Company" means **YORK HARBOUR METALS INC**.;

(d) "Consultant" has the meaning set out in the policies of the TSX Venture Exchange;

(e) "Consultant Company" has the meaning set out in the policies of the TSX Venture Exchange;

(f) "Effective Date" means the day following the date upon which the Plan has been approved by the last to approve of the shareholders of the Company, the Board, the Exchange and any other regulatory authority having jurisdiction over the Company's securities;

(g) "Eligible Person" means any employee, director, or officer of the Company or any affiliate of the Company, or company that is wholly owned by one of them, or any Consultant or Consultant Company of the Company or any affiliate of the Company, that is eligible to receive Security Based Compensation pursuant to the policies of the Exchange;

(h) "Exchange" means the TSX Venture Exchange and any other stock exchange or stock quotation system on which the Common Shares trade;

(i) "Fair Market Value" means, as of any date, the value of the Common Shares, determined as follows:

(i) if the Common Shares are listed on the TSX Venture Exchange, the Fair Market Value shall be the last closing sales price for such shares as quoted on such Exchange for the market trading day immediately prior to the date of grant of the Option, less any discount permitted by the TSX Venture Exchange;

(ii) if the Common Shares are listed on an Exchange other than the TSX Venture Exchange, the fair market value shall be the closing sales price of such shares (or the closing bid, if no sales were reported) as quoted on such Exchange for the market trading day immediately prior to the time of determination less any discount permitted by such Exchange; and

(iii) if the Common Shares are not listed on an Exchange, the Fair Market Value shall be determined in good faith by the Board;

(j) "Investor Relations Activities" has the meaning set out in the policies of the TSX Venture Exchange;

(k) "Investor Relations Service Provider" includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

(l) "Option" means the option granted to an Optionee under this Plan and the Option Agreement;

(m) "Option Agreement" means such option agreement or agreements as is approved from time to time by the Board and as is not inconsistent with the terms of this Plan;

(n) "Option Date" means the date of grant of an Option to an Optionee;

(o) "Option Price" is the price at which the Optionee is entitled pursuant to the Plan and the Option Agreement to acquire Option Shares;

(p) "Option Shares" means, subject to the provisions of Article 8 of this Plan, the Common Shares which the Optionee is entitled to acquire pursuant to this Plan and the applicable Option Agreement;

(q) "Optionee" means a person to whom an Option has been granted;

(r) "Plan" means this Stock Option Incentive Plan;

(s) "Security Based Compensation" includes any Deferred Share Unit, Performance Share Unit, Restricted Share Unit, Securities for Services, Stock Appreciation Right, Stock Option, Stock Option Plan, any security purchase from treasury by a Participant which is financially assisted by the Issuer by any means whatsoever, and any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to a Participant, including securities issued under Part 7, and for greater certainty, does not include:

(i) arrangements which do not involve the issuance from treasury or potential issuance from treasury of securities of the Issuer;

(ii) arrangements under which Security Based Compensation is settled solely in cash and/or securities purchased on the secondary market; and

(iii) Shares for Services and Shares for Debt arrangements under Policy 4.3 – Shares for Debt that have been conditionally accepted by the Exchange prior to November 24, 2021;

(t) "Vested" means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

3. ADMINISTRATION

The Plan shall be administered by the Board, and subject to the rules of the Exchange from time to time and except as provided for herein, the Board shall have full authority to:

(a) determine and designate from time to time those Eligible Persons to whom Options are to be granted and the number of Option Shares to be optioned to each such Eligible Person;

(b) determine the time or times when, and the manner in which, each Option shall be exercisable and the duration of the exercise period;

(c) determine from time to time the Option Price, provided such determination is not inconsistent with this Plan; and

(d) interpret the Plan and to make such rules and regulations and establish such procedures as it deems appropriate for the administration of the Plan, taking into consideration the recommendations of management.

4. OPTIONEES

Optionees must be Eligible Persons who, by the nature of their jobs or their participation in the affairs of the Company, in the opinion of the Board, are in a position to contribute to the success of the Company.

5. EFFECTIVENESS AND TERMINATION OF PLAN

The Plan shall be effective as of the Effective Date and shall terminate on the earlier of:

(a) the date which is ten years from the Effective Date; and

(b) such earlier date as the Board may determine.

Any Option outstanding under the Plan at the time of termination of the Plan shall remain in effect in accordance with the terms and conditions of the Plan and the Option Agreement.

6. THE OPTION SHARES

The aggregate number of Option Shares reserved for issuance under the Plan and Common Shares reserved for issuance under any other share compensation arrangement granted or made available by the Company from time to time may not exceed in aggregate 10% of the Company's Common Shares issued and outstanding as at the date of grant or issuance of Options under this Plan.

7. GRANTS, TERMS AND CONDITIONS OF OPTIONS

Options may be granted by the Board at any time and from time to time prior to the termination of the Plan. Options granted pursuant to the Plan shall be contained in an Option Agreement and, except as hereinafter provided, shall be subject to the following terms and conditions:

(a) Option Price

The Option Price shall be determined by the Board, provided that such price shall not be lower than the Fair Market Value of the Option Shares on the date of grant of the Option.

(b) Duration and Exercise of Options

Except as otherwise provided elsewhere in this Plan, the Options shall be exercisable for a period, or in percentage installments over a period, to be determined in each instance by the Board, not exceeding ten years from the Option Date, provided that so long as the Company is classified as a "Tier 2" issuer by the TSX Venture Exchange, the Options shall be exercisable for a period not exceeding five years from the Option Date. The Options must be exercised in accordance with this Plan and the Option Agreement

Except as contemplated in (c) below, no Option may be exercised by an Optionee who was an Eligible Person at the time of grant of such Option unless the Optionee shall have been an Eligible Person continuously since the Option Date. Absence on leave, with the approval of the Company, shall not be considered an interruption of employment for the purpose of the Plan.

(c) Termination

All rights to exercise Options shall terminate upon the earliest of:

(i) the expiration date of the Option;

(ii) the 90th day after the Optionee ceases to be an Eligible Person for any reason other than death, disability or cause;

(iii) the 30th day after the Optionee who is engaged in Investor Relations Activities for the Company ceases to be employed to provide Investor Relations Activities;

(iv) the date on which the Optionee ceases to be an Eligible Person by reason or termination of the Optionee as an employee or consultant of the Company for cause (which, in the case of a consultant, includes any breach of an agreement between the Company and the consultant);

(v) the first anniversary of the date on which the Optionee ceases to be an Eligible Person by reason of termination of the Optionee on account of disability; or

(vi) the first anniversary of the date of death of the Optionee.

(d) Re-issuance of Options

Options which are cancelled or expire prior to exercise may be re-issued under the Plan.

(e) Transferability of Option

Options are non-transferable and non-assignable.

(f) Vesting of Option Shares

The Directors may determine and impose terms upon which each Option shall become Vested in respect of Option Shares, with the exception that vesting provisions on Investor Relations Option Shares shall not be accelerated without prior Exchange acceptance.

(g) Other Terms and Conditions

The Option Agreement may contain such other provisions as the Board deems appropriate, provided such provisions are not inconsistent with the Plan and the requirements of the TSX Venture Exchange.

In addition, for as long as the Common Shares of the Company are listed on the TSX Venture Exchange and the Company is classified as either a "Tier 1" or "Tier 2" issuer by the TSX Venture Exchange, any grant or issuance by the Company of Options to acquire Common Shares of the Company shall be subject to the following restrictions:

(i) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued to insiders (as a group) must not exceed 10% of the Common Shares of the Company at any point in time, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;

(ii) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to insiders (as a group) must not exceed 10% of the Common Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to any insider, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;

(iii) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to any one Eligible Person must not exceed 5% of the Common Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to the Eligible Person, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;

(iv) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to any one Consultant must not exceed 2% of the Common Shares of the Company, calculated as at the date any Securities Based

Compensation is granted or issued to the Consultant, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;

(v) the maximum number of Common Shares of the Company that are issuable pursuant to all Options granted or issued in any 12 month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the Common Shares of the Company, calculated as at the date any Option is granted or issued to any such Investor Relations Service Provider;

(vi) Options issued to any Investor Relations Service Provider must vest in stages over no less than 12 months with no more than one-quarter of the Options vesting in any three month period, and both the Company and the Optionee represents that the Optionee is a bona fide employee, consultant or management company employee, as the case may be;

(vii) the approval of the disinterested shareholders of the Company shall be obtained for any amendment to or reduction in the exercise price of the Option or extension of the term of the Option if the Optionee is an insider of the Company at the time of the proposed amendment. For the purposes of this subsection, the term "insider" has the meaning assigned in the securities legislation applicable to the Company; and

(viii) for Options granted to the employees, consultants or management company employees of the Company, both the Company and the Optionee represents that the Optionee is a bona fide employee, consultant or management company employee, as the case may be.

8. **ADJUSTMENT OF AND CHANGES IN THE OPTION SHARES**

(a) If the Common Shares are at any time to be listed or quoted on any stock exchange or stock quotation system other than the TSX Venture Exchange, to the extent that there are any Options which are outstanding and unexercised at the time of such application for listing, the Option Price, the aggregate number of Option Shares, the exercise period, and any other relevant terms of such Options, and the Option Agreements in relation thereto, shall be amended in accordance with the requirements of any applicable securities regulation or law or any applicable governmental or regulatory body (including the Exchange). Subject to the requirements of the Exchange, any such amendment shall be effective upon receipt of Board approval of it, subject to approval of disinterested shareholders of the Company, and approval of any of the Optionees is not required to give effect to such amendment.

(b) If the Common Shares, as presently constituted, are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another Company (whether by reason of merger, consolidation, amalgamation, recapitalization, reclassification, split, reverse split, combination of shares, or otherwise) or if the number of such Common Shares are increased through the payment of a stock dividend, then there shall be substituted for or added to each Option Share subject to or which may become subject to an Option under this Plan, the number and kind of shares or other securities into which each outstanding Option Share is so changed, or for which each such Option Share is exchanged, or to which each such Option Share is entitled, as the case may be. Outstanding Options under the Option Agreements shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events. In the event that there is any other change in the number or kind of the outstanding Common Shares or of any shares or other securities into which such Option Shares are changed, or for which they have been exchanged, then, if the Board shall, in its sole discretion, determine that such change equitably requires an adjustment in any Option theretofore granted or which may be granted under the Plan, such adjustment shall be made in accordance with such determination. Notwithstanding the foregoing, any adjustment or amendment to an Option Agreement outstanding Options under this Plan other than as a consequence of a consolidation or split of Common Shares shall be subject to prior acceptance of the Exchange.

(c) Fractional shares resulting from any adjustment in Options pursuant to this Section 8 will be cancelled. Notice of any adjustment shall be given by the Company to each holder of an Option which has been so adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.

9. PAYMENT

Subject as hereinafter provided, the full purchase price for each of the Option Shares shall be paid by certified cheque in favour of the Company upon exercise thereof. An Optionee shall have none of the rights of a shareholder in respect of the Option Shares until the shares are issued to such Optionee.

10. SECURITIES LAW REQUIREMENTS

No Option shall be exercisable in whole or in part, nor shall the Company be obligated to issue any Option Shares pursuant to the exercise of any such Option, if such exercise and issuance would, in the opinion of counsel for the Company, constitute a breach of any applicable laws from time to time, or the rules from time to time of the Exchange. Each Option shall be subject to the further requirement that if at any time the Board determines that the listing or qualification of the Option Shares under any securities legislation or other applicable law, or the consent or approval of any governmental or other regulatory body (including the Exchange), is necessary as a condition of, or in connection with , the issue of the Option Shares hereunder, such Option may not be exercised in whole or in part unless such listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Board.

11. AMENDMENT OF THE PLAN

The Board may amend, suspend or terminate the Plan or any portion thereof at any time, but an amendment may not be made without the approval of the shareholders of the Company unless such amendment is a correction of a typographical error or clarifies existing provisions of this Plan that do not have the effect of altering the scope, nature and intent of such provisions.

12. POWER TO TERMINATE OR AMEND PLAN

Subject to the approval of any stock exchange on which the Company's securities are listed, the Board may terminate, suspend or amend the terms of the Plan; provided, that any such amendment is subject to shareholder approval or disinterested shareholder approval of the Company, as the case may be, pursuant to the policies of the Exchange.

13. SHAREHOLDER APPROVAL

For greater certainty, without limitation, amendments to any of the following provisions of this Plan are subject to approval of the shareholders of the Company:

(a) persons eligible to be granted or issued Options under this Plan;

(b) the maximum percentage of Common Shares that are issuable under this Plan;

(c) the limits under this Plan on the amount of Options that may be granted or issued to any one person or any category of persons;

(d) the method for determining the exercise price of Options;

(e) the maximum term of Options;

(f) the expiry and termination provisions applicable to Options, including the addition of a blackout period;

(g) the addition of a Net Exercise (as defined under the policies of the Exchange); and

(h) any method or formula for calculating prices, values or amounts under this Plan that may result in a benefit to an Optionee.

Notwithstanding the foregoing, the following amendments to this Plan will not be subject to approval of the shareholders of the Company: (i) amendments to fix typographical errors; and (ii) amendment to clarify existing provisions of this Plan that do not have the effect of altering the scope, nature and intent of such provisions.

Subject to the policies of the Exchange, without limitation, the following will require approval of disinterested shareholders of the Company:

(a) any amendments to this Plan that could result in exceeding any of the limits set forth in Section 7(g) of this Plan;

(b) any amendment to an Option held by an insider of the Company that would have the effect of decreasing the exercise price of the Option;

(c) any grant of an Option prior to shareholder approval of this Plan; and

(d) any amendment to the Plan or an Option that results in a benefit to an insider of the Company, which includes the cancellation of an Option and grant of a new Option to the same person with one year.

YORK HARBOUR METALS INC.

STOCK OPTION PLAN

OPTION AGREEMENT

This Option Agreement is entered into between **YORK HARBOUR METALS INC.** (the "**Corporation**") and the Optionholder named below pursuant to the Corporation's Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. On _____ (the "**Grant Date**");

2. _____ (the "**Optionholder**");

3. Was granted a non-assignable option to purchase _____ Common Shares (the "**Optioned Shares**") of the Corporation;

4. At a price (the "**Exercise Price**") of $_____ per Optioned Shares; and

5. For a term expiring at 5:00 p.m., Vancouver time, on _____ (the "**Expiry Date**").

All on the terms and subject to the conditions set out in the Plan. By signing this agreement, the Optionholder acknowledges that he or she has read and understands the Plan.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE _____.

Without prior written approval of the TSX Venture Exchange and in compliance with all applicable securities legislation, the Option Shares represented by this Option Agreement may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until _____.

IN WITNESS WHEREOF the Corporation and the Optionholder have executed this Option Agreement as of _____, 20____.

YORK HARBOUR METALS INC.

By: _____

By: _____

_____
Name of Optionholder

_____
Signature of Optionholder

YORK HARBOUR METALS INC.

STOCK OPTION PLAN

NOTICE OF EXERCISE

YORK HARBOUR METALS INC.
c/o Suite 700, 595 Burrard Street
Vancouver, British Columbia, V7X 1S8

Attention: Corporate Secretary

Reference is made to the Option Agreement made as of _____, 20_____, between York Harbour Metals Inc. (the "Corporation") and the Optionholder. The Optionholder hereby exercises the Option to purchase Common Shares (the Optioned Shares") of the Corporation as follows:

Number of Optioned Shares for which Option being exercised: _____

Exercise Price per Optioned Share: $_____

Total Exercise Price (in the form of a cheque (which need not be certified) or bank draft tendered with this Notice of Exercise): $_____

Name of Optionholder as it is to appear on share certificate: _____

Address of Optionholder as it is to appear on the register of Common Shares of the Corporation and to which a certificate representing the Common Shares being purchased is to be delivered: _____

Date _____, 20_____.

_____
Name of Optionholder

_____
Signature of Optionholder

SCHEDULE "M"

RSU PLAN
2023

1. Purpose

(a) **Background**. The Issuer currently has in place the Stock Option Plan pursuant to which Options may be granted to purchase Shares of the Issuer. Subject to section 14 hereof, the Issuer now also adopts this RSU Plan on the terms and conditions herein set forth (as may be amended from time to time) in order to provide the Issuer with flexibility in designing various equity-based compensation arrangements for the Directors, Employees, Consultants and other Persons engaged to provide ongoing services to the Issuer and its Affiliates, other than Persons involved in Investor Relations Activities relating to the Issuer. The Issuer and the Participant represents that Employees, Consultants or Management Company Employees who are granted Awards under this RSU Plan will be bona fide Employees, Consultants or Management Company Employees at the time of grant. Section 14 hereof sets forth the provisions concerning the effective date of the RSU Plan, its termination and application to Awards under the existing and continuing Stock Option Plan.

(b) **Purpose**. The purpose of this RSU Plan is to advance the interests of the Issuer by encouraging Directors, Employees and Consultants to receive equity-based compensation and incentives, thereby (i) increasing the proprietary interests of such Persons in the Issuer, (ii) aligning the interests of such Persons with the interests of the Issuer's shareholders generally, (iii) encouraging such Persons to remain associated with the Issuer, and (iv) furnishing such Persons with additional incentive in their efforts on behalf of the Issuer. The Board also contemplates that through the RSU Plan, the Issuer will be better able to compete for and retain the services of the individuals needed for the continued growth and success of the Issuer.

Restricted Share Units granted pursuant to this RSU Plan will be used to compensate Participants for their individual performance-based achievements and are intended to supplement stock option awards in this specific respect. The goal of such grants is to more closely tie Awards to individual performance based on established Performance Criteria.

2. Definitions

For purposes of this RSU Plan, the following terms shall have the meaning set forth below:

(a) "**Act**" means the Business Corporations Act (British Columbia), or its successor, as amended, from time to time.

(b) "**Affiliate**" has the meaning ascribed to that term in section 2 of Policy 1.1 of the TSXV.

(c) "**Associate**" has the meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.

(d) "**Awards**" means the Restricted Share Units.

(e) "**Board**" means the board of directors of the Issuer.

(f) "**Change of Control**" has the meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.

(g) "**Committee**" means the Board, or if the Board so determine in connection with section 3 hereof, the committee of the Board authorized to administer the RSU Plan.

(h) "**Company**" means a company, incorporated association, or organization, body corporate, partnership, trust, association or other entity other than an individual.

(i) "**Consultant**" means an individual (other than an Employee or a Director) or Company, that:

(i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Issuer or to an Affiliate of the Issuer, other than services provided in relation to a Distribution;

(ii) provides the services under a written contract between the Issuer or an Affiliate of the Issuer and the individual or the Company, as the case may be;

(iii) in the reasonable opinion of the Issuer, spends or will spend a significant amount of time and attention on the affairs and business of the Issuer or an Affiliate of the Issuer; and

(iv) has a relationship with the Issuer or an Affiliate of the Issuer that enables the individual to be knowledgeable about the business and affairs of the Issuer.

(j) "**Control**" means, with respect to any Person, the possession, directly or indirectly, severally or jointly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

(k) "**Director**" means a director, senior officer or Management Company Employee of the Issuer, or a director, senior officer or Management Company Employees of the Issuer's subsidiaries.

(l) "**Disability**" means a physical injury or mental incapacity of a nature which the Committee determines prevents or would prevent the Grantee from satisfactorily performing the substantial and material duties of his or her position with the Issuer.

(m) "**Disinterested Shareholder Approval**" means that the proposal must be approved by a majority of the votes cast at the shareholders' meeting other than votes attaching to securities beneficially owned by Insiders and their Associates to whom Shares may be issued pursuant to this RSU Plan.

(n) "**Effective Date**" means the date as of which an Award shall take effect, provided that the Effective Date shall not be a date prior to the date the Granting Authority determines an Award shall be made and, unless otherwise specified by the Granting Authority, the Effective Date will be the date the Granting Authority determines an Award shall be made.

(o) "**Eligible Person**" means, from time to time, any Director or Employee of the Issuer or an Affiliate of the Issuer, or a company wholly owned by such an individual, and any Consultant, excluding Persons involved in Investor Relations Activities relating to the Issuer.

(p) "**Eligible Retirement**" means, if determined by the Granting Authority in its sole discretion, termination of service, under circumstances as shall constitute retirement for age as determined by the Granting Authority or in accordance with the written policies established by the Granting Authority as they may be amended or revised from time to time.

(q) **Employees**" means:

(i) an individual who is considered an employee under the ITA (such as an individual for whom income tax, employment insurance and Canadian Pension Plan deductions must be made at the source) of the Issuer or any Affiliate;

(ii) an individual who works full-time for the Issuer or any Affiliate thereof providing services normally provided by an employee and who is subject to the same control and direction by the Issuer or any Affiliate thereof over the details and methods of work as an employee of the Issuer or any Affiliate thereof, but for whom income tax deductions are not made at the source; or

(iii) an individual who works for the Issuer or any Affiliate thereof 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 Issuer or any Affiliate thereof over the details and methods of work as an employee of the Issuer or any Affiliate thereof, but for whom income tax deductions are not made at the source.

(r) "**Exchange**" means the TSXV or such other stock exchange where the Shares are listed for trading as at the relevant time.

(s) "**Grant Date**" means the date on which an Award is granted to a Participant.

(t) "**Granting Authority**" means the Board, the Committee or other committee, as applicable, that is charged with exercising the powers and responsibility as to a specific matter in question affecting this RSU Plan or an Award.

(u) "**Insiders**" has the same meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.

(v) "**Issuer**" means York Harbour Metals Inc., a Company existing under the Act, and includes any successor Company thereof.

(w) "**Investor Relations Activities**" has the same meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.

(x) "**Investor Relations Service Provider**" includes any Consultant that perform Investor Relations Activities and any Director, Officer, Employee, or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.

(y) "**ITA**" means the Income Tax Act (Canada) and any regulations thereunder as amended from time to time.

(z) "**Management Company Employee**" means an individual employed by a Person providing management services to the Issuer, which are required for the ongoing successful operation of the business enterprise of the Issuer, but excluding a Person involved in Investor Relations Activities relating to the Issuer.

(aa) "**Market Price**" of a Share as of a relevant date shall mean the fair market value as determined by the Granting Authority:

(i) in accordance with the rules of the TSXV if the Shares are then listed on such Exchange; or

(ii) if the Shares are not publicly traded at the time a determination of its fair market value is required to be made hereunder, the determination of fair market value shall be made in good faith by the Granting Authority using any fair and reasonable means selected in the Granting Authority's discretion.

(bb) "**Option**" means an option granted in accordance with the terms of the Stock Option Plan to purchase a Share.

(cc) "**Participants**" or "Grantees" means those individuals to whom Awards have been granted from time to time under the RSU Plan.

(dd) "**Performance Criteria**" means such financial, personal and/or other performance criteria as may be determined by the Granting Authority with respect to Awards of Restricted Share Units and, for greater certainty, the Committee may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Issuer and any other factors which the Granting Authority deems appropriate and relevant.

(ee) "**Person**" means a Company or an individual.

(ff) "**Restricted Period**" means the period established by the Granting Authority with respect to an Award during which the Award either remains subject to forfeiture or is not exercisable by the Participant.

(gg) "**Restricted Share Unit**" means a right, granted in accordance with section 6 hereof, to receive a Share.

(hh) "**RSU Plan**" means this Restricted Share Unit Plan, as amended and restated from time to time.

(ii) "**Security Based Compensation**" includes any Deferred Share Unit, Performance Share Unit, Restricted Share Unit, Securities for Services, Stock Appreciation Right, Stock Option, Stock Purchase Plan, any security purchase from treasury by a Participant which is financially assisted by the Issuer by any means whatsoever, and any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to a Participant, including securities issued under Part 6, and for greater certainty, does not include:

(i) arrangements which do not involve the issuance from treasury or potential issuance from treasury of securities of the Issuer;

(ii) arrangements under which Security Based Compensation is settled solely in cash and/or securities purchased on the secondary market; and

(iii) Shares for Services and Shares for Debt arrangements under Policy 4.3 – Shares for Debt that have been conditionally accepted by the Exchange prior to November 24, 2021.

(jj) "**Shareholder Approval Date**" means the date on which this RSU Plan is approved by the shareholders of the Issuer.

(kk) "**Shares**" means the common shares of the Issuer, as adjusted in accordance with the provisions of section 9 hereof.

(ll) "**Stock Option Plan**" means the Issuer's stock option incentive plan as it exists on the date hereof and as may be amended from time to time.

(mm) "**Termination**" means: (i) in the case of an Employee, the termination of the employment of the Employee with or without cause by the Issuer or an Affiliate or the cessation of employment of the Employee with the Issuer or an Affiliate, other than the Eligible Retirement, of the Employee; and (ii) in the case of a Consultant, the termination of the services of the Consultant by the Issuer or any Affiliate.

(nn) "**TSXV**" means the TSX Venture Exchange.

(oo) "**TSXV Hold Period**" means the day that is four months and one day after the date of granting of the Award.

(pp) "**Vested**" or "Vesting" means, with respect to an Award, that the applicable conditions established by the Granting Authority or this RSU Plan have been satisfied or, to the extent permitted under the RSU Plan, waived, whether or not the Participant's rights with respect to such Award may be conditioned upon prior or subsequent compliance with any confidentiality, non-competition or non-solicitation obligations, provided that no RSU shall vest within one year of the date of grant except in the event of death of the holder or the holder ceases to be an Eligible Person in connection with a Change of Control, takeover bid, reverse takeover or similar transaction.

3. Administration

(a) **Powers of the Board and the Committee**. Subject to and consistent with the terms of the RSU Plan, applicable law and applicable rules of the Exchange, and subject to the provisions of any charter adopted by the Board with respect to the powers, authority and operation of the Committee (as amended from time to time), the Board will have the general power to administer the RSU Plan in accordance with its terms (including all powers specified in clause 3(a)(ii) hereof and make all determinations required or permitted to be made, provided, however, that the Board may delegate all or any portion of such powers to the Committee or to other committees and provided, further, that with respect to Awards of the Issuer's executive officers, the Committee shall have such powers as are set forth in clause 3(a)(i) hereof.

(i) Specific Provisions Concerning Delegation of Authority to the Committee. In addition to any authority of the Committee specified under any other terms of the RSU Plan, and notwithstanding any other provision herein to the contrary, insofar as Awards under the RSU Plan are to be made to executive officers, the Committee will make recommendations to the Board with respect to Awards.

The foregoing shall not limit the Board in delegating any other powers to the Committee or in delegating any or all determinations or other powers with respect to certain types of Awards, including the full power to make Awards and to exercise the other powers set forth in clause 3(a)(ii) hereof and the other powers granted herein to the Granting Authority.

(ii) Specific Powers of the Granting Authority. Without limiting the lead-in paragraph of subsection 3(a) hereof, the powers of the Granting Authority shall include the powers to, subject to subsection 10(c) hereof:

(1) interpret the RSU Plan and instruments of grant evidencing the Awards;

(2) prescribe, amend and rescind such procedures and policies, and make all determinations it deems necessary or desirable for the administration and interpretation of the RSU Plan and instruments of grant evidencing Awards;

(3) determine those Persons who are eligible to be Participants, grant one or more Awards to such Persons and approve or authorize the applicable form and terms of the related instrument of grant;

(4) determine the terms and conditions of Awards granted to any Participant, including, without limitation, and subject always to the RSU Plan (1) subject to subsection 4(b) and 4(c), the type, and number of Shares subject to an Award, (2) the conditions to the Vesting of an Award or any portion thereof, including terms relating to lump sum or instalment Vesting, the period for achievement of any applicable Performance Criteria as a condition to Vesting and the conditions, if any, upon which Vesting of any Award or portion thereof will be waived or accelerated without any further action by the Granting Authority, (3) the circumstances upon which an Award or any portion thereof shall be forfeited, cancelled or expire, (4) the consequences of a Termination with respect to an Award, (5) the manner of exercise or settlement of the Vested portion of an Award, including whether an Award shall be settled on a current or deferred basis, and (6) whether and the terms upon which any Shares delivered upon exercise or settlement of an Award must continue to be held by a Participant for any specified period;

(5) set forms of consideration, if any, to be paid with respect to the settlement of an Award (except to the extent certain forms of consideration must be paid to satisfy the requirements of applicable law);

(6) determine whether and the extent to which any Performance Criteria or other conditions applicable to Vesting of an Award have been satisfied or shall be waived or modified;

(7) amend the terms of any instrument of grant or other documents evidencing Awards; provided, however, that subject to subsection 5(d) hereof, no amendment of an Award may, without the consent of the holder of the Award, adversely affect such Person's rights with respect to such Award in any material respect;

(8) accelerate or waive any condition to the Vesting of any Award, all Awards, any class of Awards or Awards held by any group of Participants, provided that the RSUs shall not vest within one year of the date of grant except in the event of death of the holder or the holder ceases to be an Eligible Person in connection with a Change of Control, takeover bid, reverse takeover or similar transaction; and

(9) determine whether and the extent to which adjustments shall be made pursuant to section 9 hereof and the terms of any such adjustments.

However, the Granting Authority shall not have any discretion under this subsection 3(a) or any other provisions of the RSU Plan that would modify the terms or conditions of any Award that is intended to be exempt from the definition of "salary deferral arrangement" in the ITA if the exercise of such discretion would cause the Award to not be or cease to be exempt. The Granting Authority will also exercise its discretion in good faith in accordance with the Issuer's intention that the terms of the Awards and the modifications or waivers permitted hereby are in compliance with applicable law and the rules of the Exchange.

(b) **Effects of Granting Authority's Decision**. Any action taken, interpretation or determination made, or any rule or regulation adopted by the Granting Authority pursuant to this RSU Plan shall be made in its sole discretion and shall be final, binding and conclusive on all affected Persons, including, without limitation, the Issuer, any of its Affiliates, any Grantee, holder or beneficiary of an Award, any shareholder and any Eligible Person.

(c) **Liability Limitation and Indemnification.** No member of the Granting Authority or the Board generally shall be liable for any action or determination made in good faith pursuant to the RSU Plan or any instrument of grant evidencing any Award granted under the RSU Plan. To the fullest extent permitted by law, the Issuer shall indemnify and save harmless, and shall advance and reimburse the expenses of, each Person made, or threatened to be made, a party to any action or proceeding in respect of the RSU Plan by reason of the fact that such Person is or was a member of the Granting Authority or is or was a member of the Board in respect of any claim, loss, damage or expense (including legal fees) arising therefrom.

(d) **Delegation and Administration.** The Granting Authority may, in its discretion, delegate such of its powers, rights and duties under the RSU Plan, in whole or in part, to such committee, Person or Persons as it may determine, from time to time, on terms and conditions as it may determine, except the Granting Authority shall not, and shall not be permitted to, delegate any such powers, rights or duties: (i) with respect to the grant, amendment, administration or settlement of any Award of a Participant, (ii) with respect to the establishment or determination of the achievement of the Performance Criteria, or (iii) with respect to any matter that would be in violation of applicable law or the rules of any Exchange. The Granting Authority may also appoint or engage a trustee, custodian or administrator to administer and implement the RSU Plan or any aspect of it, subject to the exception of the immediately preceding sentence hereof.

4. Shares Subject to the Plan

(a) **Aggregate Plan Limits**. Subject to adjustment pursuant to section 9 hereof, the maximum aggregate number of Shares that may be reserved for issue at any given time in connection with the Awards granted under this RSU Plan shall not exceed **6,852,894 Shares** at any point in time (being 10% of the issued and outstanding Shares as at the date on which the Board approved this RSU Plan) unless Disinterested Shareholder Approval for an additional listing of Shares under this RSU Plan has been obtained. Notwithstanding the foregoing, at no time shall the number of Shares that may be reserved for issue under this RSU Plan exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) on the Grant Date.

(b) **Certain Additional Limits**. Notwithstanding anything to the contrary in this RSU Plan, as long as the Shares are listed on the TSXV,

(i) the maximum number of Shares which may be reserved for issue pursuant to this RSU Plan to all Insiders shall not, at any point in time, exceed a total aggregate of **6,852,894** Shares (being 10% of the number of Shares issued and outstanding on a non-diluted basis) less the number of Shares issuable at any point in time to all Insiders under all other Security Based Compensation Plans, unless the Issuer has received Disinterested Shareholder Approval);

(ii) the maximum number of Shares which may be reserved for issue pursuant to this RSU Plan to all Insiders within a 12 month period shall not exceed **6,852,894** Shares (being 10% of the number of Shares issued and outstanding on a non-diluted basis) less the number of Shares issuable to all

Insiders in any such 12 month period under all other Security Based Compensation Plans, calculated as at the date of grant or issuance to any Insider, unless the Issuer has received Disinterested Shareholder Approval);

(iii) the maximum number of Shares which may be reserved for issue pursuant to this RSU Plan to any one Person within a 12 month period shall not exceed **3,426,447** Shares (being 5% of the number of Shares issued and outstanding on a non-diluted basis) less the number of Shares issuable in any such 12 month period to such Person under all other Security Based Compensation Plans, , calculated as at the date of grant or issuance to any Person, unless the Issuer has received Disinterested Shareholder Approval);

(iv) the maximum number of Shares which may be reserved for issue pursuant to this RSU Plan to any one Consultant in any 12 month period shall not exceed **1,370,578** Shares (being 2% of the number of Shares issued and outstanding on a non-diluted basis) less the number of Shares issuable in any such 12 month period to such Consultant under all other Security Based Compensation Plans, calculated as at the date of grant or issuance, unless the Issuer has received Disinterested Shareholder Approval); and

(v) Investor Relations Service Providers may not receive any Security Based Compensation under this RSU Plan.

(c) **Source of Shares**. Except as expressly provided in the RSU Plan, Shares delivered to Participants in connection with the exercise or settlement of Awards may be authorized but unissued Shares, Shares purchased in the open-market or in private transactions. The Board shall take such action as may be necessary to authorize and reserve for issue from unissued Shares such number of Shares as may be necessary to permit the Issuer to meet its obligations under the RSU Plan, provided, however, that the Issuer may satisfy its obligations from treasury shares or Shares purchased in the open market or private transactions.

(d) **Legends**. In addition to any resale restrictions required under applicable securities laws or the policies of the TSXV, all Awards issued to Insiders or granted at a discount to the Market Price, and any Shares issued upon the Vesting of the Awards prior to the expiry of the TSXV Hold Period, must be legended as prescribed under the policies of the TSXV with the TSXV Hold Period commencing on the date the Awards were granted.

5. General Provisions Relating to Awards

(a) **Eligibility**. Awards will be granted only to those Persons who are, at the time of the grant, Eligible Persons. If any Participant is (pursuant to the terms of his or her employment or otherwise) subject to a requirement that he or she not benefit personally from an Award, the Granting Authority may grant any Award to which such Person would otherwise be entitled to the Person's employer or to any other entity designated by them that directly or indirectly imposes such requirement on the Person. The Granting Authority shall have the power to determine other eligibility requirements with respect to Awards or types of Awards.

(b) **Terms of Grant**. Subject to the other express terms of this RSU Plan, grants of Awards under the RSU Plan shall contain such terms and conditions as the Granting Authority may specify. Without limiting the foregoing,

(i) Each Award granted under the RSU Plan shall be evidenced by an instrument of grant, in such form or forms as the Granting Authority shall approve from time to time, which shall set forth such terms and conditions consistent with the terms of the RSU Plan as the Granting Authority may determine. Each instrument of grant shall set forth, at a minimum, the type and Effective Date of the Award evidenced thereby, the number of Shares subject to such Awards and the applicable Vesting conditions. Reference in the RSU Plan to an instrument of grant shall include any supplements or amendments thereto.

(ii) The term or Restricted Period of each Award that is a Restricted Share Unit shall be for such period as may be determined by the Granting Authority, provided, however, that in no event shall the term of any Restricted Share Unit exceed a period of 10 years (or such other shorter term as may be

required in respect of an Award so that such Award does not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA), subject to extension of such term where such term expires during the Restricted Period, provided that such extension may not be longer than 10 business days after the expiry of the Restricted Period.

(iii) The terms, conditions and/or restrictions contained in an Award may differ from terms, conditions and restrictions contained in any other Awards.

(iv) The Granting Authority may specify such other terms and conditions, consistent with the terms of the RSU Plan, as the Granting Authority shall determine or as shall be required under any other provisions of the RSU Plan. Such terms may include, without limitation, provisions requiring forfeiture of Awards in the event of termination of employment by the Participant and provisions permitting a Participant to make elections relating to his or her Award.

(c) **Vesting Conditions.** Subject to terms of the RSU Plan, the Granting Authority shall determine any and all conditions to the Vesting of all and/or any portion of Awards and shall specify the material terms thereof in the applicable instrument of grant on, or as soon as reasonably practicable following, the Effective Date of the Award. Vesting of an Award, or portion thereof, may be conditioned upon passage of time, continued employment, satisfaction of Performance Criteria, or any combination of the foregoing, as determined by the Granting Authority.

(d) **Change of Control**. Any Restricted Share Units that are not yet Vested shall, upon the date of a Change of Control, become fully Vested and the holder shall receive a cash payment within 30 days of the date of Change of Control equal to the number of the holder's Restricted Share Units multiplied by the fair market value of the Company's Shares as at the date of the Change of Control.

(e) **Fractional Shares**. No fractional Shares shall be issued under the RSU Plan and there shall be no entitlement or payment for any fractional Shares and no payment shall be made in lieu of a fractional Share.

(f) **Compliance with the ITA**. The terms and conditions applicable to any Award (or portion thereof) granted to a Participant who is subject to taxation under the ITA are intended to comply with the ITA. Without limiting the foregoing,

(i) the terms of any such Award (or portion thereof) permitting the deferral of payment or other settlement thereof shall be subject to such requirements and shall be administered in such manner as the Committee may determine to be necessary or appropriate to comply with the applicable provisions of the ITA as in effect from time to time; and

(ii) any elections allowed to be exercised by a Participant shall be deemed to be void or shall be deemed amended or altered so as not to cause the Award to be considered a "salary deferral arrangement" under the ITA, as defined in subsection 248(1) or create adverse tax consequences under the ITA.

6. Restricted Share Units

(a) **Grants**. The Granting Authority may from time to time grant one or more Awards of Restricted Share Units to Eligible Persons on such terms and conditions, consistent with the RSU Plan, as the Granting Authority shall determine and which terms shall be contained in a grant agreement substantially in the form annexed hereto as Schedule A in respect of Restricted Share Units.

(b) **Vesting Terms**. Restricted Share Units shall become Vested, no earlier than one year from the date of grant except in the event of death of the holder or the holder ceases to be an Eligible Person in connection with a change of control, takeover bid, reverse takeover, or similar transaction, at such times, in such instalments and subject to such terms and conditions consistent with subsection 5(c) hereof as may be determined by the Granting Authority and set forth in the applicable instrument of grant, provided that the conditions to Vesting of Restricted Share Units may be based on the Participant's continued employment and having regard to the satisfaction of any Performance Criteria established by the Granting Authority, provided however that Restricted Share Units shall become Vested and be paid out no later than December 31 of the third calendar

year following the calendar year in which the Grantee rendered the services in respect of which the Award is being made (the "**Trigger Date**").

(c) **Settlement.** Unless otherwise determined by the Granting Authority (including by the terms of the Award of the RSU Plan) and subject to the immediately preceding sentence and to subsection 6(b) hereof, Restricted Share Units shall be settled upon or as soon as reasonably practicable following the Vesting thereof subject to payment or other satisfaction of all related withholding obligations in accordance with the provisions of this RSU Plan.

Notwithstanding the foregoing, Restricted Share Units shall also Vest in accordance with the following terms:

(i) upon the death of the Participant, all unvested Restricted Share Units credited to the Participant will Vest on the date the Issuer is duly notified of the Participant's death. The Shares represented by the Restricted Share Units held by the Participant shall be issued, as determined by the Granting Authority, to the Participant's estate forthwith;

(ii) in the case of Eligible Retirement of the Participant, all unvested Restricted Share Units credited to the Participant will Vest on the date of Eligible Retirement, and the Shares represented by Restricted Share Units held by the Participant shall be issued to the Participant forthwith;

(iii) in the case of total Disability of the Participant, all unvested Restricted Share Units credited to the Participant will Vest within 60 days following the date on which the Participant is determined to be totally disabled, and the Shares represented by Restricted Share Units held by the Participant shall be issued to the Participant forthwith; and

(iv) in the case of termination without cause by the Issuer of a Participant (other than Eligible Retirement), all unvested Restricted Share Units credited to the Participant shall Vest on the date of such termination, and the Shares represented by Restricted Share Units held by the Participant shall be issued to the Participant forthwith. For clarity, where a Participant is terminated for cause or where the Participant has voluntarily terminated his/her employment or service with the Issuer, all unvested Restricted Share Units as at the date of such termination or cessation of service shall be immediately cancelled without liability or compensation therefor and be of no further force and effect.

Settlement of Restricted Share Units in Shares shall be made by delivery of one Share for each such Restricted Share Unit then being settled, unless at the sole discretion of the Granting Authority, settlement is made by payment of the cash value of the market price (as defined under the policies of the TSXV) for the Shares as at the date of Vesting in lieu of delivery of one Share for each such Restricted Share Unit for any or all such Restricted Share Units.

Upon payment of any amount pursuant to settlement of Restricted Share Units granted under this section 6 in Shares, the particular Restricted Share Units in respect of which such payment was made shall be cancelled and no further payments (whether in Shares or otherwise) shall be made in relation to such Restricted Share Units.

If any Restricted Share Unit is cancelled in accordance with the terms of the RSU Plan or the agreements evidencing the grant, the Shares reserved for issue pursuant to such Award shall, upon cancellation of such Restricted Share Unit, revert to the RSU Plan and shall be available for other Awards.

(d) **Dividend Equivalents.** Neither the Participant nor his or her legal personal representative shall have any rights or privileges of a shareholder in respect of any of the Shares issuable upon exercise of the Award granted to him or her (including any right to receive dividends or other distributions therefrom or thereon) unless and until certificates representing such Shares have been issued and delivered.

(e) **No Other Benefit**.

(i) No amount will be paid to, or in respect of, a Participant (or a Person with whom the Participant does not deal at arm's length within the meaning of the ITA) under the RSU Plan to compensate for a downward fluctuation in the price of a Share or the value of any Award granted, nor will any other

form of benefit be conferred upon, or in respect of, a Participant (or a person with whom the Participant does not deal at arm's length within the meaning of the ITA), for such purpose.

(ii) The Issuer makes no representations or warranties to Participants with respect to the RSU Plan or any Restricted Share Units whatsoever. Participants are expressly advised that the value of any Restricted Share Units in the RSU Plan will fluctuate as the trading price of the Shares fluctuates.

(iii) In seeking the benefits of participation in the RSU Plan, a Participant agrees to exclusively accept all risks associated with a decline in the trading price of the Shares and all other risks associated with the holding of Restricted Share Units.

7. Consequences of Termination

(a) **General Provisions**. Unless otherwise determined by the Granting Authority (including by the terms of the Award or the RSU Plan).

(i) If a Grantee is terminated for any reason whatsoever other than death, total Disability, Eligible Retirement, termination without cause by the Issuer, subject to subsection 6(c) hereof, any non-vested Award granted pursuant to the RSU Plan outstanding at the time of such termination and all rights thereunder shall wholly and completely terminate and no further Vesting shall occur.

(ii) If employment of a Grantee is terminated for cause or retirement which is not Eligible Retirement or is otherwise voluntarily terminated by the Grantee, any non-Vested Award granted pursuant to the RSU Plan outstanding at the time of such termination and all rights thereunder shall wholly and completely terminate and no further Vesting shall occur.

(b) **Discretion of the Granting Authority**. Notwithstanding any other provision hereof and without limiting the discretion of the Granting Authority, the Granting Authority may (whether by terms of the Award or by its election notwithstanding the terms of an Award):

(i) allow non-Vested Awards to be treated as Vested upon termination of employment or service of a Participant, as to any or all of termination, death or total Disability;

(ii) provide that the Awards with respect to certain classes, types or groups of Participants will have different acceleration, forfeiture, termination, continuation or other terms than other classes, types or groups of Participants;

(iii) provide for the continuation of any Award for such period which is not longer than 12 months and upon such terms and conditions as are determined by the Granting Authority in the event that a Participant ceases to be an Eligible Person;

(iv) subject to the applicable rules of the Exchange, provide that Vested Awards may be exercised for periods longer or different from those set forth in subsection 7(a) hereof; or

(v) set any other terms for the exercise or termination of Awards upon termination of employment or service.

Notwithstanding the foregoing, all Awards granted to Participants who are subject to the ITA shall be on terms that will be designed to prevent them from being considered a "salary deferral arrangement" as defined in subsection 248(1) of the ITA.

(c) **Leave of Absence**. If an Employee is on sick leave or other bona fide leave of absence, such Person shall be considered an "Employee" for purposes of an outstanding Award during the period of such leave, provided that it does not exceed 90 days (or such longer period as may be determined by the Granting Authority in its sole discretion), or, if longer, so long as the Person's right to reemployment is guaranteed either by statute or by contract. If the period of leave exceeds 90 days (or such longer period as may be determined by the Granting Authority in its sole discretion), the employment relationship shall be deemed to have been

terminated on the 91st day (or the first day immediately following any period of leave in excess of 90 days as approved by the Granting Authority) of such leave, unless the Person's right to reemployment is guaranteed by statute or contract.

8. Transferability

(a) Transfer Restrictions. No Award, and no rights or interests therein, shall or may be assigned, transferred, sold, exchanged, encumbered, pledged or otherwise hypothecated or disposed of by a Participant other than by testamentary disposition by the Participant or the laws of intestate succession. No such interest shall be subject to execution, attachment or similar legal process including without limitation seizure for payment of the Participant's debts, judgments, alimony or separate maintenance.

(b) **Transfer upon Death of Participant**. In the case where transfer is made following the death of a Participant to the Participant's legal personal representative, such legal personal representative may only receive the entitlement under the Award provided that it is exercised (if exercisable) at any time up to and including, but not after, 5:00 p.m. (Vancouver time) on the date which is one year following the date of death of the Participant or up to 5:00 p.m. (Vancouver time) on the date on which the Award granted to such participant expires, whichever is the earlier; such entitlement shall only occur in cases where the Award has Vested in accordance with the provisions of the RSU Plan and where it is found that the Participant is legally entitled to the Award.

9. Adjustments

(a) **No Restriction on Action**. The existence of the RSU Plan and/or the Awards granted hereunder shall not limit, affect or restrict in any way the right or power of the Board or the shareholders of the Issuer to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the capital structure or business of the Issuer, (ii) any merger, consolidation, amalgamation or change in ownership of the Issuer, (iii) any issue of bonds, debentures, capital, preferred or prior preference shares ahead of or affecting the capital Share of the Issuer or the rights thereof, (iv) any dissolution or liquidation of the Issuer, (v) any sale or transfer of all or any part of the assets or business of the Issuer, or (vi) any other corporate act or proceeding with respect to the Issuer. No Participant or any other Person shall have any claim against any member of the Board or the Granting Authority, or the Issuer or any employees, officers or agents of the Issuer as a result of any such action.

(b) **Recapitalization Adjustment**

(i) In the event that (A) a dividend shall be declared upon the Shares or other securities of the Issuer payable in Shares or other securities of the Issuer, (B) the outstanding Shares shall be changed into or exchanged for a different number or kind of shares or securities of the Issuer or of another Company or entity, whether through an arrangement, plan of arrangement, amalgamation, or other similar statutory procedure or a share recapitalization, subdivision, consolidation or otherwise, (C) there shall be any change, other than those specified in (A) or (B) above, in the number or kind of outstanding Shares or of any securities into which such Shares shall have been changed or for which they shall have been exchanged, or (D) there shall be a distribution of assets or shares to shareholders of the Issuer out of the ordinary course of business then, the Granting Authority shall determine whether an adjustment in the number of kind of Shares theretofore authorized but not yet covered by Awards, in the number or kind of Shares theretofore subject to outstanding Awards, in the number or kind of Shares generally available for Awards or available in any calendar year under the RSU Plan and/or such other adjustment as may be appropriate should be made, in order to ensure that, after any such event, the Shares subject to the RSU Plan and each Participant's proportionate interest shall be maintained substantially as before the occurrence of the event, and if the Granting Authority determines that an adjustment should be made, such adjustment shall be made and be effective and binding for all purposes. Any such adjustment other than a Share consolidation or Share split shall be subject to prior approval of the Exchange.

(ii) Any adjustment to any Award granted to a Participant which has been designed to fall within a specific exemption to the definition of "salary deferral arrangement" in subsection 248(1) of the ITA shall be such as to ensure the continued availability of such exemption.

10. Amendment and Termination

(a) **General**. Subject to subsection 10(b), the prior approval of any stock exchange on which the Companies securities are listed, the Board may terminate, suspend or amend the terms of this RSU Plan; provided that any such amendment is, subject to subsection 10(b), subject to shareholder approval or disinterested shareholder approval of the Company, as the case may be, pursuant to the policies of such stock exchange.

(b) **Shareholder Approval.** Any amendment to this RSU Plan shall be subject to shareholder approval or disinterested shareholder approval, as the case may be, as well prior approval of the Exchange (prior to such shareholder approval or disinterested shareholder approval) is necessary for any amendment to this RSU Plan; provided however, that this RSU Plan shall not be subject to approval of the Exchange or approval of the shareholders of the Company for: (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of this RSU Plan that do not have the effect of altering the scope, nature and intent of such provisions.

11. Regulatory Approval

Notwithstanding anything herein to the contrary, the Issuer shall not be obligated to cause to be issued any Shares or cause to be issued and delivered any certificates evidencing Shares pursuant to the RSU Plan, unless and until the Issuer is advised by its legal counsel that the issue and delivery of the Shares and such Share certificates is in compliance with all applicable laws, regulations, rules, orders of governmental or regulatory authorities in Canada, the United States and any other applicable jurisdiction, and the requirements of the Exchange. The Issuer shall in no event be obligated to take any action in order to cause the issue or delivery of Shares or such certificates to comply with any such laws, regulations, and delivery of such Shares or certificates and in order to ensure compliance with such laws, regulations, rules, orders and requirements, that the Participant, or any permitted transferee of the Participant under section 7 hereof or, after his or her death, the Participant's estate, as described in section 7 hereof, make such covenants, agreements and representations as the Granting Authority deems necessary or desirable.

12. No Additional Rights

No Person shall have any claim or right to be granted Awards under the RSU Plan, and the grant of any Awards under the RSU Plan shall not be construed as giving a Participant any right to continue in the employment of the Issuer or affect the right of the Issuer to terminate the employment of a Participant. Unless otherwise determined by the Granting Authority, neither any period of notice, if any, nor any payment in lieu thereof, upon Termination shall be considered as extending the period of employment for the purposes of the RSU Plan.

13. Miscellaneous Provisions

(a) **Shareholder Rights**. A Participant shall not have the right or be entitled to exercise any voting rights, receive any dividends or have or be entitled to any other rights as a shareholder in respect of Shares subject to an Award unless and until such Shares have been paid for in full and issued and certificates therefor have been issued to the Participant. A Participant entitled to Shares as result of the settlement of a Restricted Share Unit shall not be deemed for any purpose to be, or have any such rights as a shareholder of the Issuer by virtue of such exercise or settlement, except to the extent a Share certificate is issued therefor and then only from the date such certificate is issued. No adjustment shall be made for dividends or distributions or other rights for which the record date is prior to the date such Share certificate is issued.

(b) **Withholding**. The Issuer or any Affiliate may withhold from any amount payable to a Participant, either under this RSU Plan or otherwise, such amount as may be necessary so as to ensure that the Issuer or any Affiliate will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or that any other required deductions are paid or otherwise satisfied, at the minimum statutory rate. Subject to the other provisions of the RSU Plan, the Issuer shall also have the right in its discretion to satisfy any such liability for withholding or other required deduction amounts by retaining

or acquiring any Shares, or retaining any amount payable, which would otherwise be issued or delivered, provided or paid to a Participant hereunder. The Issuer may require a Participant, as a condition to the settlement of a Restricted Share Unit, to pay or reimburse the Issuer for any such withholding (at the minimum statutory rate) or other required deduction amounts related to the settlement of Restricted Share Units.

(c) **Governing Law**. The RSU Plan, all instruments of grant evidencing Awards granted hereunder and any other agreements or other documents relating to the RSU Plan shall be interpreted and construed in accordance with the laws of British Columbia (and the federal laws having application therein), except to the extent the terms of the RSU Plan, any supplement to the RSU Plan, or the Award in question expressly provides for application of the laws of another jurisdiction. The Granting Authority may provide that any dispute as to any Award shall be presented and determined in such forum as the Granting Authority may specify, including through binding arbitration. Any reference in the RSU Plan, in any instruments of grant evidencing Awards granted hereunder or in any other agreement or document relating to the RSU Plan to a provision of law or to a rule or regulation shall be deemed to include any successor law, rule or regulation of similar effect or applicability.

(d) **Compliance with Securities Laws**. The obligation of the Issuer to issue and deliver Shares in accordance with the RSU Plan is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Issuer. If Shares cannot be issued to a Participant upon the exercise of an Award for any reason whatsoever, the obligation of the Issuer to issue such Shares shall terminate and any funds paid to the Issuer in connection with the exercise of such Award will be returned to the relevant Participant as soon as practicable.

(e) **Compliance with Laws of Other Jurisdictions**. Awards may be granted to Participants who are citizens or residents of a jurisdiction other than Canada or the United States on such terms and conditions different from those under the RSU Plan as may be determined by the Granting Authority to be necessary or advisable to achieve the purposes of the RSU Plan while also complying with applicable local laws, customs and tax practices, including any such terms and conditions as my be set forth in any supplement to the RSU Plan intended to govern the terms of any such Award. In no event shall the eligibility, grant, exercise or settlement of an Award constitute a term of employment, or entitlement with respect to employment, of any employee.

(f) **Funding**. Except as would not result in adverse tax consequences to a Participant, no provision of the RSU Plan shall require or permit the Issuer, for the purpose of satisfying any obligations under the RSU Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Issuer maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the RSU Plan other than as unsecured general creditors of the Issuer, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other Eligible Persons under general law.

(g) **No Guarantee of Tax Consequences**. Neither the Board, nor the Issuer nor the Granting Authority makes any commitment or guarantee that any specific tax treatment will apply or be available to any Person participating or eligible to participate hereunder.

14. Effective Date and Term of RSU Plan

(a) **Effective Date of the Plan**. The RSU Plan shall initially become effective on the Shareholder Approval Date, which follows the prior approval of the Exchange. The effective date of any amendment to this RSU Plan shall be the date of approval by the shareholders of the Issuer following prior approval of the Exchange. If the shareholders do not approve the RSU Plan or any amendments to the RSU Plan, the RSU Plan or such amendments shall not be effective, and any and all actions taken prior thereto under the amendments effected hereby, including the making of any Awards subject to such approval being obtained, shall be null and void or shall, if necessary, be deemed to have been fully rescinded.

(b) **Effect on Existing Awards**. Subject to subsection 14(a) hereof, all new Awards granted on or after the effective date of the amendments as provided in subsection 14(a) hereof are granted under and subject to the

terms of this RSU Plan as amended and restated and shall continue to be governed by the terms of such RSU Plan and to the terms of their individual granting instruments as in effect from time to time including provisions concerning change of control or other related events.

(c) **Termination**. The Board may suspend or terminate the RSU Plan at any time, provided that such suspension or termination shall not affect any Awards that became effective pursuant to the RSU Plan prior to such termination or suspension.

SCHEDULE A

RESTRICTED SHARE UNIT AGREEMENT

[All Awards issued to Insiders must include the following legend:

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and the shares issuable upon the vesting thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert the date that is four months and one day after the Grant Date of the Award].

THIS RESTRICTED SHARE UNIT AGREEMENT (the "Agreement") is made as of the ♦ day of ♦, ♦.

B E T W E E N :

York Harbour Metals Inc.

(herein called the "Issuer")

- and -

♦

(herein called the "Grantee")

This Agreement is made pursuant to the terms and conditions of the Issuer's Restricted Share Unit Compensation Plan (in effect from time to time, the "**RSU Plan**"), which is incorporated by reference herein. The Grantee accepts the terms and conditions of the RSU Plan and all rules and procedures adopted thereunder, as amended from time to time. In the event of any inconsistency between the terms of this Agreement and the terms of the RSU Plan, the terms of the RSU Plan shall prevail. Certain terms with initial capital letters used in this Agreement have the meanings set out in the RSU Plan.

Each RSU (as defined below) granted to the Grantee hereunder represents a right of the Grantee to receive one common share of the Issuer as presently constituted (each a "**Share**") on the terms set out herein.

The Issuer has granted to the Grantee, as of the Grant Date set out in exhibit 1 attached hereto, that number of restricted share units (the "**RSUs**") equal to the number of RSUs set out in exhibit 1 attached hereto, upon the terms and conditions set out in this Agreement, including the following:

Restricted Share Units. Each RSU granted to the Grantee hereunder represents a right of the Grantee to receive one Share on the date the said RSU vests.

Grantee's Notional Account. The Issuer shall maintain in its books a notional account for the Grantee (the "**Grantee's Account**") recording the number of RSUs granted to the Grantee and the number of RSUs that have Vested. Upon payment in satisfaction of vested RSUs through the issue of Shares from treasury, such Vested RSUs shall be cancelled.

Vesting. Subject to the earlier vesting provisions set out herein, the RSUs granted by the Issuer to the Grantee as set out on exhibit 1 attached hereto shall vest in accordance with the vesting provisions set out on exhibit 1 attached hereto (provided that in no event will the Grantee become entitled to acquire a fraction of a Share).

Notwithstanding the vesting provisions above, in the event of a Change of Control while the Grantee is employed by the Issuer or a wholly owned subsidiary of the Issuer or in the event that the Grantee terminates employment with the

Issuer and its Subsidiaries by reason of Eligible Retirement, death or total Disability (as determined by the Committee in good faith) (each an "Accelerated Vesting Event"), the non-vested RSUs will:

(i) in the case of a Change of Control, Eligible Retirement or death being the Accelerated Vesting Event, immediately become 100% vested, or

(ii) in the case of total Disability being the Accelerated Vesting Event, vest on the 60th day following the Grantee's termination.

If the Grantee terminates employment with the Issuer and its Subsidiaries for any reason other than such Eligible Retirement, total Disability or death or termination without cause, any non-vested RSUs granted hereunder will be immediately cancelled without liability or compensation therefor and be of no further force and effect. For clarity, where the Grantee voluntarily terminates his/her employment with the Issuer or is otherwise terminated by the Issuer for cause, all non-Vested RSUs of the Grantee shall be immediately cancelled without compensation or liability therefor and be of no further force and effect.

In no event will the Grantee become entitled to acquire a fraction of a Share.

Settlement of Vested RSUs. Payment to the Grantee in respect of Vested RSUs will be made in the form of Shares only and will be evidenced by book entry registration or by a certificate registered in the name of the Grantee as soon as practicable following the date on which the RSUs become Vested; provided that the settlement date shall not be later than the third anniversary of the Grant Date and all payments in respect of Vested RSUs in the Grantee's Account shall be paid in full on or before December 31 of the same calendar year.

No Shareholder Rights. The Grantee will have none of the rights of a shareholder of the Issuer with respect to any Shares underlying the RSUs, including the right to vote such shares and receive any dividends that may be paid thereon, until such time, if any, that the Grantee has been determined to be a shareholder of record by the Issuer's transfer agent or one or more certificates of Shares are delivered to the Grantee in settlement thereof. Further, nothing herein will confer upon the Grantee any right to remain in the employ of the Issuer or its Subsidiaries.

RSUs Non-Transferable. RSUs are non-transferable (except to a Grantee's estate as contemplated under this Agreement).

No Other Benefit. No amount will be paid to, or in respect of, the Grantee under the RSU Plan to compensate for a downward fluctuation in the value of the Shares, nor will any other form of benefit be conferred upon, or in respect of, the Grantee for such purpose.

The Issuer makes no representations or warranties to the Grantee with respect to the RSU Plan or the RSUs whatsoever. The Grantee is expressly advised that the value of the RSUs in the RSU Plan will fluctuate as the value of Shares fluctuates.

In seeking the benefits of participation in the RSU Plan, the Grantee agrees to exclusively accept all risks associated with a decline in the value of Shares and all other risks associated with participation in the RSU Plan.

Withholding Tax. As set out in section 13 of the RSU Plan, if the Issuer determines that under the requirements of applicable tax laws the Issuer is obligated to withhold for remittance to any taxing authority any amount, the Issuer may require the Grantee to pay to the Issuer, such amount as the Issuer is obliged to remit in connection with the issue of the Shares as set out in section 13 of the RSU Plan.

Income Taxes: The Grantee acknowledges that he/she will be liable for income tax relating to grants and dispositions of RSUs. The Grantee hereby acknowledges that the Issuer is making no representation to him/her regarding taxes applicable to the Grantee and the Grantee will confirm the tax treatment with his/her own tax advisor.

No Inducement. By executing a copy of this Agreement, the Grantee hereby accepts the grant of RSUs and hereby confirms and acknowledges that his or her participation in the RSU Plan is voluntary and that he or she has not been induced to enter into this Agreement or participate in RSU Plan by expectation of employment or continued employment with the Issuer.

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

Binding Effect. This Agreement shall enure to the benefit of and be binding upon the Issuer and the Grantee and each of their respective heirs, executors, administrators, successors and assigns.

Unfunded and Unsecured RSU Plan. Unless otherwise determined by the Board, this Agreement and the RSU Plan shall be unfunded and the Issuer will not secure its obligations under this Agreement or the RSU Plan. To the extent any Grantee or his or her estate holds any rights by virtue of a grant of RSUs under this Agreement, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Issuer.

Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to principles of conflict of laws.

Effective Date. The effective date of this Agreement shall be the Grant Date.

Severability. The invalidity or unenforceability of any provision of the RSU Plan or Agreement shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Agreement.

YORK HARBOUR METALS INC.

_____

Name:
Title:
Date:

GRANTEE

_____

Signature of Grantee
Name:
Title:
Date:

EXHIBIT 1 to SCHEDULE "A" of YORK HARBOUR METALS INC.

RESTRICTED SHARE UNIT COMPENSATION PLAN

NOTICE OF RESTRICTED SHARE UNITS GRANTED

Grantee: _____

Address: _____

You have been granted Restricted Share Units of York Harbour Metals Inc. (the "Issuer"), as follows:

Grant Date: _____

Number of Restricted Share Units:

Starting Value of Restricted Share Unit Grant:

Vesting Schedule:

By your signature and the signature of the Issuer's representative below, you and the Issuer agree that this Restricted Share Unit Grant is granted under and governed by the terms and conditions of the Issuer's Restricted Share Unit Compensation Plan, as amended from time to time.

YORK HARBOUR METALS INC.

_____

Name:
Title:
Date:

GRANTEE

_____

Signature of Grantee
Name:
Title:
Date:

SCHEDULE "N"

COMPENSATION AND CORPORATE GOVERNANCE COMMITTEE CHARTER

I. PURPOSE

The Compensation and Corporate Governance Committee (the "**Committee**") of York Harbour Metals Inc. (the "**Corporation**") is comprised of a majority of independent Directors and is responsible for the development and supervision of the Corporation's approach to compensation for directors, officers and senior management as well as bonuses and any increases in compensation to employees or staff that would have a material impact on the Corporation's expenses. In addition, the Committee is also responsible for the development and supervision of the Corporation's approach to corporate governance issues. This Charter should be read in conjunction with the Corporate Governance Policy of the Corporation, which is attached hereto as Appendix "A".

II. COMPOSITION AND TERMS OF COMMITTEE

A. The Committee shall be appointed by the Board. It is comprised of not less than three (3) Directors, a majority of whom will be independent Directors.

B. The Chair of the Committee shall be appointed by the Board.

C. The CFO, or such other designate of the President and CEO, will act as the management liaison for the Committee.

D. The Committee shall meet as required.

E. Members of the Committee are appointed for a one year term at the first meeting of the Directors of the Corporation following the annual general meeting.

F. The quorum for the Committee is a majority.

III. DUTIES AND RESPONSIBILITIES

The Committee shall:

A. Compensation Duties

(1) Review and make recommendations regarding compensation issues, in particular;

(i) compensation philosophy and policies;

(ii) competitive positioning;

(iii) annually review the performance of the President and CEO and the CFO on behalf of the Board;

(iv) make recommendations to the Board for payments and awards to Senior Officers under the Corporation's salary and incentive plans;

(v) make recommendations to the Board for annual aggregate incentive compensation payouts to management, including security based compensation arrangements, and profit sharing to employees; and

(vi) make recommendations to the Board regarding Director compensation.

(2) Review:

(i) senior management succession planning;

(vii) senior management development and training; and

(viii) significant changes in organizational structure.

B. Corporate Governance Duties

Recommend to the Board on matters of corporate governance, including

(i) composition of the Board and its Committees;

(ii) orientation program for new Directors;

(iii) education program for Directors;

(iv) annually review the Corporate Governance Manual, including Administrative Guidelines for the Board and the Terms of Reference for Directors, the President and CEO, and the Committees and make recommendations to the Board for approval;

(v) take reasonable steps to ensure that the Nominating Sub-Committee, comprised of the Chair of the Compensation and Corporate Governance Committee, the Chair of the Audit Committee and other available Board Committee chairs, makes nominations as to proposed Directors, members and chairs of Board Committees, and makes nominations, for Board approval, to fill vacancies throughout the year;

(vi) review on an annual basis the appropriate skills and characteristics required of Directors in the context of the current Board and the objectives of the Corporation;

(vii) review the need for formal evaluation processes for the individual director Board and Committees, and develop and implement same;

(viii) report to the Board annually that Directors have executed the Code of Conduct Agreement;

(ix) annually compare the Corporation's corporate governance practices against those recommended or required by any applicable regulatory body or securities exchange requirement. Take reasonable steps to ensure that the Corporation meets all requirements and, where the Corporation's practices differ from recommended practices, recommend to the Board whether this situation continues to be in the best interests of the Corporation; and

(x) develop, for approval by the Board, an annual report of the Corporation's governance practices. This report shall include adequate detail to meet or exceed any regulatory or legal governance disclosure requirements in addition to any additional disclosure the Board deems important. The Committee shall communicate with other Board committees as necessary regarding disclosure of items under their respective mandates.

C. Minutes.

Ensure for each meeting that minutes are recorded, drafted and circulated on a timely basis to committee members.

IV. LONG TERM INCENTIVE PLANS

A. The Compensation and Corporate Governance Committee will, from time to time, establish parameters and guidelines for the Stock Option Plan Administrator pertaining to the magnitude (range) and frequency of security based compensation arrangements for eligible new hires and other employees including extending option periods or changing vesting provisions.

B. The Compensation and Corporate Governance Committee will establish parameters and guidelines for any other form of long term incentive plan that may be used by the Corporation.

Appendix "A" to Schedule "N"

CORPORATE GOVERNANCE POLICY

OBJECTIVE AND SCOPE

The objective of this Corporate Governance Policy is to clearly articulate the York Harbour Metals Inc.'s (the "**Corporation**" or "**York Harbour Metals Inc**." as the context requires) governance policy and its practice among the Corporation's Board of Directors ("**Board**") and senior management. Set forth below is a description of the Corporation's approach to governance including the constitution and independence of the Board, the functions to be performed by the Board and its committees, and the effectiveness of the administration by Board members.

It is the duty of directors to act in good faith to reasonably ensure that adequate compliance procedures are in place to avoid and uncover violations that could lead to liability for the Corporation.

To be adequate, information and reporting systems must be capable of providing senior management and the Board with timely and accurate information.

MANDATE OF THE BOARD OF DIRECTORS

The Board has overall responsibility for the stewardship of the Corporation, as more particularly described in the Charter of the Board, a copy of which is available from the Corporation.

COMPOSITION AND SIZE OF THE BOARD OF DIRECTORS

The Board will:

A. examine the size of the Board with a view to determining the impact of the number of directors upon the effectiveness of the Board; and

B. determine the status of each director as a related or unrelated director [1] , based on each director's relationship with the Corporation:

   (i) determine the status of each Director as dependent or independent[2] when considering Audit Committee composition; and

   (ii) to the extent practicable, take steps to ensure that a majority of the directors qualify as reasonably independent and unrelated directors.

The Board will disclose annually whether or not the Board has a majority of independent directors and whether the Board is constituted with the appropriate number of directors who are not related to the Corporation or a significant shareholder. It will also disclose annually the analysis of the application of the principles it used in supporting its conclusion.

The Board, through a sub-committee of the Compensation and Corporate Governance Committee (the "**Nominating Sub-Committee**"), in determining its composition, shall be mindful of the nature of its business and the specialized knowledge that the Board should possess or acquire.

---

[1] An unrelated director is a director who is independent of management and free from any interest and any business or other relationship that could, or could reasonably be perceived to, materially interfere with the director's ability to act with a view to the best interests of the Corporation, other than interests and relationships arising from the holding of shares of the Corporation.

[2] An independent director is a director who is not an employee or officer of the Corporation and is not receiving remuneration from the Corporation beyond directors' fees. In the context of the Audit Committee, as defined in Multilateral Instrument 52-110, no material relationship with the Corporation is a further requirement.

Independence of the Board of Directors

In order that the Board can function independently of management, it will seek to maintain an equal or majority of the Board as independent and unrelated.

The Chairman of the Board should take such reasonable steps to ensure that the Board:

A. understands the boundaries between the Board and management responsibilities;

B. addresses its responsibilities under this Corporate Governance Policy; and

C. meets on a regular basis without management present.

COMMITTEES OF THE BOARD OF DIRECTORS

The Board of the Corporation currently provides for three committees of the Board described below, although it may appoint other committees or create sub-committees as needed.

The Corporation's corporate governance practices require that committees of the Board generally be composed of directors, a majority of whom are both independent directors and unrelated directors.

The Committees of the Board include:

1. Audit Committee; and

2. Compensation and Corporate Governance Committee.

DECISIONS REQUIRING PRIOR APPROVAL BY THE BOARD OF DIRECTORS

The Board may delegate to senior management or to a committee of the Board certain of its authorities, but it will maintain policies with respect to matters that cannot be delegated and that require prior approval of the Board. These policies, and the understanding between management and the Board through previous Board practice and accepted legal practice, will require that the Corporation's annual strategic, operating and capital plans, significant capital expenditures and all transactions or other matters of a material nature or dealing with non-arm's length parties must be presented by management for approval by the Board.

NEW DIRECTORS

New directors, as part of the orientation program, meet with senior management to discuss the business of the Corporation and receive historical and current operating and financial information and may tour offices and locations of the Corporation.

SHAREHOLDER FEEDBACK AND CONCERNS

In addition to the information provided to shareholders in connection with the annual general meeting of shareholders and the continuous disclosure requirements of securities regulatory authorities, the Corporation maintains a policy of ongoing communication with investors and representatives of the investment community, which the Board should be familiar with.

EXPECTATIONS OF MANAGEMENT

The Board will determine its expectations of senior management and take reasonable steps to ensure that senior management understands these expectations.

As part of the ongoing process of monitoring the performance of management, the Board will receive operational updates at each Board meeting. These updates will compare actual performance to the Corporation's annual plans and include discussion of all significant variances.

DISCLOSURE POLICY

The Corporate Disclosure Policy is available upon request from the Corporation. Its purpose is to ensure, in so far as is practicable, that all material issues relating to the Corporation are adequately communicated to shareholders and other stakeholders, and includes provisions regarding the release of annual and quarterly reports and press releases. It is reviewed annually by the Board.

In addition to annual general meetings, meetings will be held from time to time in each year between management and various investors, investment analysts, credit rating agencies and financial institutions. Selective disclosure to investors and investment analysts will not be permitted and the Corporate Disclosure Policy contains measures to prevent this from occurring.

QUIET PERIOD

The Corporation has adopted a quiet period in accordance with the recommended guidelines set out in National Policy 51-201 during which no earnings guidance or comments with respect to the current quarter's operations or expected results will be provided to analysts, investors or other market professionals. The quiet period will run between the first day of the month following the quarter end and the release of a quarterly earnings announcement. Communications that may occur during the quiet period must be limited to responding to inquiries concerning publicly available or non-material information.

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK