



**Notice of Annual and Special Meeting of Shareholders**

**To Be Held on Tuesday, May 7, 2024**

**and**

**Management Information Circular**

**April 1, 2024**

# MERYLLION RESOURCES CORPORATION

## Notice of Annual and Special Meeting of Shareholders

Tuesday, May 7, 2024

**NOTICE IS HEREBY GIVEN** that the annual general meeting (the “**Meeting**”) of the shareholders of Meryllion Resources Corporation (the “**Company**”) will be held virtually through the AGM Connect platform as follows:

**Date:** Tuesday, May 7, 2024

**Time:** 1:00 p.m. (Pacific time) / 4:00 p.m. (Eastern time)

**Access:** <https://app.agmconnect.com/>

The purposes of the Meeting are to:

1. to receive the audited consolidated financial statements for the year ended September 30, 2023, together with the auditor’s report thereon;
2. to set the number of directors at three for the ensuing year;
3. to elect the directors for the ensuing year;
4. to appoint Clearhouse LLP, Chartered Accountants, as the auditor of the Company for the ensuing year and authorize the directors to determine the remuneration to be paid to the auditor;
5. to consider, and, if thought advisable, to pass, with or without amendment, an ordinary resolution approving the Company’s new stock option plan and all unallocated options, rights and other entitlements issuable thereunder; and
6. to transact such other business as may properly be put before the Meeting or any adjournment or adjournments thereof.

A copy of the Management Information Circular in respect of the Meeting (the “**Circular**”) and form of proxy accompany this notice. The specific details of the matters proposed to be put before Shareholders at the Meeting are set forth in the Circular. Shareholders are urged to read the Circular carefully in evaluating the matters for consideration at the Meeting.

Only persons registered as shareholders on the records of the Company as of the close of business on March 26, 2024 (the “**Record Date**”) are entitled to receive notice of, and to vote or act at, the Meeting. No person who becomes a shareholder after the Record Date will be entitled to vote or act at the Meeting or any adjournment thereof.

The Company is utilizing the notice and access mechanism (“**Notice and Access**”) under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations*, for distribution of Meeting materials to registered and beneficial Shareholders.

Notice and Access allows reporting issuers to post electronic versions of proxy-related materials (such as proxy circulars and annual financial statements) on-line, via the SEDAR+ system and one other website, rather than mailing paper copies of such materials to Shareholders. Electronic copies of the Circular, and the financial statements and management’s discussion and analysis for the financial year ended September 30, 2023 may be found on the Company’s SEDAR+ profile at [www.sedar.com](http://www.sedar.com) and also at [www.agmconnect.com/meryllion2024](http://www.agmconnect.com/meryllion2024).

Shareholders with questions about Notice and Access can call AGM Connect, toll-free at 1-855-839-3715. Shareholders may also obtain paper copies of the Meeting materials free of charge by contacting the Company. A request for paper copies which are required in advance of the Meeting should be sent so that they are received by the Company or AGM Connect, as applicable, no later than April 26, 2024, in order to allow sufficient time for Shareholders to receive the paper copies and to return their proxies or voting instruction forms, as applicable, before the Proxy Deadline.

Shareholders will be able to attend the Meeting virtually at 1:00 p.m. (Pacific time) / 4:00 p.m. (Eastern Time) on Tuesday, May 7, 2024, by following the access link below.

**Access:** <https://app.agmconnect.com/>

All shareholders are encouraged to vote by proxy ahead of the Meeting. Please complete and sign the enclosed form of proxy and deliver it to AGM Connect (i) by mail or hand delivery at 401 Bay Street, Suite 2704, Toronto, Ontario, M5H 2Y4, (ii) by facsimile at 416-222-4202, or (iii) by email at [voteproxy@agmconnect.com](mailto:voteproxy@agmconnect.com). In order to be valid and acted upon at the Meeting, the form of proxy must be received no later than 1:00 p.m. (Pacific time) / 4:00 p.m. (Eastern time) on May 3, 2024 or not less than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment of the Meeting at which the Proxy is to be used (the “**Proxy Deadline**”). Proxies may also be voted online at <https://app.agmconnect.com> or by calling AGM Connect at 1-855-839-3715.

**DATED** the 1<sup>st</sup> day of April, 2024.

**ON BEHALF OF THE BOARD OF DIRECTORS**

*“Richard Revelins” (signed)*

Richard Revelins  
Director and Chief Executive Officer

**MERYLLION RESOURCES CORPORATION**  
**MANAGEMENT INFORMATION CIRCULAR**

**SOLICITATION OF PROXIES**

**This management information circular (the “Circular”) is provided in connection with the solicitation of proxies by the management of Meryllion Resources Corporation (“Meryllion” or the “Company”) for use at the annual and special meeting of its shareholders to be held virtually through the AGM Connect platform on Tuesday, May 7, 2024 (the “Meeting”), at the time and for the purposes set forth in the accompanying notice of meeting (the “Notice of Meeting”).**

To help you make an informed decision, this Circular tells you about, among other things, the Meeting, the nominees for election as directors, the proposed auditors, the Company's governance practices and the compensation of the Company's directors and executive officers. Your proxy is solicited by the Company's management, and solicitation will be made by directors and officers of the Company personally, by telephone, by mail or by electronic means of communication. All costs associated with this solicitation of proxies will be borne by the Company.

The Board of Directors of the Company (the “**Board**”) has fixed the close of business on March 26, 2024, as the record date, being the date for the determination of the registered shareholders entitled to receive notice of, and to vote at, the Meeting (the “**Record Date**”). No person who becomes a shareholder after the Record Date will be entitled to vote or act at the Meeting or any adjournment thereof.

In this document, “shareholder” refer to holders of common shares of the Company and the term “shares” or “common shares” refers to the Company’s common shares without par value. This Circular is dated April 1, 2024. The information in this document is current to April 1, 2024 unless otherwise indicated.

**GENERAL INFORMATION CONCERNING THE MEETING**

The Company is utilizing the notice and access mechanism (“**Notice and Access**”) concerning the delivery of proxy-related materials to shareholders found in Section 9.1.1 of National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”) in the case of registered Shareholders, and Section 2.7.1 of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* in the case of Beneficial Shareholders (as defined below).

Notice and Access is a mechanism that allows reporting issuers (other than investment funds) to choose to deliver proxy-related materials (such as information circulars and annual financial statements) to registered holders and beneficial owners of securities by posting such materials on the SEDAR+ system and one other website, rather than sending such materials by mail. Reporting issuers may still choose to continue to deliver such materials by mail, and beneficial owners will be entitled to request delivery of a paper copy of this Circular at the Company’s expense. The Company anticipates that Notice and Access will directly benefit the Company through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing proxy-related materials.

In order to use Notice and Access, a reporting issuer must set the record date for notice of the meeting to be on a date that is at least 40 days prior to the meeting in order to ensure there is sufficient time for the meeting materials to be posted on the applicable website and other materials to be delivered to Shareholders. Notice and Access requires a reporting issuer to provide basic information about the meeting and the matters to be voted on thereat, explain how a shareholder can obtain a paper copy of the Meeting materials, and explain the Notice and Access

provisions. All such matters are described in the Notice of Meeting. The Notice of Meeting has been delivered to Shareholders by the Company, along with the applicable voting document (a form of proxy in the case of registered Shareholders or a voting instruction form in the case of Beneficial Shareholders).

Electronic copies of this Circular and the financial statements and management's discussion and analysis of the Company for the financial year ended September 30, 2023 may be found on the Company's SEDAR+ profile at [www.sedar.com](http://www.sedar.com) and also at [www.agmconnect.com/meryllion2024](http://www.agmconnect.com/meryllion2024).

## APPOINTMENT OF PROXYHOLDERS

The individuals named in the form of proxy (the “**Proxy**”) are directors and officers of the Company. **A shareholder may appoint, as proxyholder or alternate proxyholder, a person or persons other than any of the persons designated in the Proxy, and may do so either by inserting the name or names of such persons in the blank space provided in the Proxy or by completing another proper Proxy.**

A shareholder forwarding the Proxy may indicate the manner in which the proxyholder is to vote with respect to any specific item by checking the appropriate position. If the shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the position opposite the item should be left blank. The shares represented by the Proxy submitted by a shareholder will be voted in accordance with the directions, if any, given in the Proxy.

An appointment of a proxyholder or alternate proxyholders will not be valid unless a Proxy making the appointment, signed by the shareholder or by an attorney of the shareholder authorized in writing, is delivered to AGM Connect (i) by mail or hand delivery at 401 Bay Street, Suite 2704, Toronto, Ontario, M5H 2Y4, (ii) by facsimile at 416-222-4202, or (iii) by email at [voteproxy@agmconnect.com](mailto:voteproxy@agmconnect.com). In order to be valid and acted upon at the Meeting, the form of proxy must be received no later than 1:00 p.m. (Pacific time) / 4:00 p.m. (Eastern time) on May 3, 2024 or not less than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment of the Meeting at which the Proxy is to be used. Proxies may also be voted online at <https://app.agmconnect.com> or by calling AGM Connect at 1-855-839-3715.

## REVOCATION OF PROXIES

A registered shareholder (who has submitted a form of proxy as directed hereunder may revoke it at any time prior to the exercise thereof. If a registered shareholder who has given a proxy personally attends the Meeting at which that proxy is to be voted, that registered shareholder may revoke the proxy and vote in person. In addition to the revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the registered shareholder or his attorney or authorized agent and deposited with (i) AGM Connect by mail or hand delivery at 401 Bay Street, Suite 2704, Toronto, Ontario, M5H 2Y4, by facsimile at 416-222-4202, or by email at [voteproxy@agmconnect.com](mailto:voteproxy@agmconnect.com), no later than 1:00 p.m. (Pacific time) / 4:00 p.m. (Eastern time) on May 3, 2024 (ii) at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting, or (iii) with the Secretary of the Meeting on the day of the Meeting.

## EXERCISE OF DISCRETION

The person named in the Proxy will vote or withhold from voting the shares in respect of which they are appointed in accordance with the direction of the shareholders appointing him. **If there is no direction by the shareholder in respect of a particular matter, such shares will be voted in favour of such matter. The Proxy confers discretionary authority upon the person named therein with respect to amendments or variations to matters**

**identified or referred to in the Notice of Meeting and this Circular and with respect to any other matters, which may properly come before the Meeting.** As of the date of this Circular, the management of the Company knows of no such amendments, variations or other matters to come before the Meeting. However, if any such or other matters which are not now known to management should properly come before the Meeting, the shares will be voted on such matters in accordance with the best judgment of the person named in the Proxy.

## **VOTING BY BENEFICIAL HOLDERS**

Only registered shareholders (“**Registered Holders**”) or duly appointed proxy holders are permitted to vote at the Meeting. Most shareholders of the Company are “non-registered” or “beneficial” shareholders because the shares they own 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. A person is not a registered shareholder (a “**Beneficial Holder**”) in respect of shares which are held either: (a) in the name of an intermediary (an “**Intermediary**”) that the Beneficial Holder deals with in respect of the shares of the Company (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSA’s and similar plans); or (b) in the name of a clearing agency (such as the Canadian Depository for Securities Limited), of which the Intermediary is a participant.

Beneficial Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as “NOBOs”. Those Beneficial Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as “OBOs”. In accordance with NI 54-101, the Company has elected to send the notice of meeting, Proxy and access notification (the “**Meeting Materials**”) directly to the NOBOs, and indirectly through Intermediaries to the OBOs. The Intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to each OBO, unless the OBO has waived the right to receive them. The Company does not intend to pay for an Intermediary to deliver Meeting Materials to OBOs. Accordingly, OBOs will not receive the Meeting Materials unless their Intermediary assumes the costs of delivery.

Intermediaries often use service companies to forward the Meeting Materials to Beneficial Holders. Generally, Beneficial Holders who have not waived the right to receive meeting materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the Beneficial Holder and must be completed, but not signed, by the Beneficial Holder and deposited with Computershare; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Beneficial Holder and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow.

An OBO will not receive meeting materials unless the OBO's Intermediary assumes the cost of delivery.

In either case, the purpose of this procedure is to permit Beneficial Holders to direct the voting of the shares, which they beneficially own. Should a Beneficial Holder who receives one of the above forms wish to vote at the Meeting in person, the Beneficial Holder should strike out the names of the Management proxy holders named in the form and insert the Beneficial Holder’s name in the blank space provided.

**Beneficial Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the Proxy or voting information form is to be delivered.**

A Beneficial Holder may revoke a Proxy or voting instruction form given to an Intermediary by contacting the Intermediary through which the Beneficial Holder's shares of the Company are held and following the instructions of the Intermediary respecting the revocation of proxies. In order to ensure that an Intermediary acts upon a revocation of a proxy form or voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

The Meeting Materials are being sent to both Registered Shareholders and Beneficial Holders. If you are a Beneficial Holder, and the Company or its agent has sent the Meeting Materials directly to you, your name and address and information about your holding of common shares of the Company have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send the Meeting Materials to you directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering the Meeting Materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the voting instruction form.

All references to shareholders in the Meeting Materials are to Registered Shareholders unless specifically stated otherwise.

### **HOW TO ATTEND THE MEETING**

Shareholders will be able to attend the Meeting virtually through the AGM Connect platform at 1:00 p.m. (Pacific time) / 4:00 p.m. (Eastern Time) on Tuesday, May 7, 2024, by accessing the access link below:

**Link:** <https://app.agmconnect.com/>

Please register at least 20 minutes in advance of the Meeting.

### **VOTES NECESSARY TO PASS RESOLUTIONS**

The Company's articles of incorporation (the "**Articles**") provide that the quorum for the transaction of business at the Meeting is at least two shareholders entitled to vote at the Meeting, whether appearing in person or by proxy, who hold common shares carrying, in the aggregate, not less than five per cent (5%) of the issued shares entitled to vote at the Meeting.

Pursuant to the *Business Corporations Act* (British Columbia) (the "**BCBCA**") and the Articles, a simple majority of the votes cast by shareholders at the Meeting is required to pass an ordinary resolution and a majority of two-thirds of the votes cast at the Meeting is required to pass a special resolution.

At the Meeting, shareholders will be asked to consider and, if thought advisable, to: (i) pass an ordinary resolution to set the number of directors of the Board at three; (ii) elect directors to the Board; (iii) appoint auditors for the ensuing year and authorize the directors to set their remuneration; and (iv) pass an ordinary resolution approving the Company's new stock option plan and all unallocated options, rights and other entitlements issuable thereunder.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

The Company's authorized share capital consists of an unlimited number of common shares without par value. As of the date of this Circular, the Company has 42,287,127 common shares issued and outstanding, each carrying the right to one vote.

A holder of record of one or more common shares on the Record Date who either attends the Meeting personally or deposits a Proxy in the manner and subject to the provisions set forth above will be entitled to vote or have such share or shares voted at the Meeting except to the extent:

- (a) the shareholder has transferred the ownership of any such share after the Record Date; and
- (b) the transferee produces a properly endorsed share certificate for, or otherwise establishes ownership of, any of the transferred shares and makes a demand to Computershare no later than 10 days before the Meeting that the transferee's name be included in the list of shareholders in respect thereof.

To the knowledge of the directors and executive officers of the Company, as of the date of this Circular, the following persons beneficially own, directly or indirectly, or exercise control or direction over, common shares carrying more than 10% of the voting rights attached to all outstanding common shares of the Company:

<b>Name and Place of Residence</b>	<b>Number of Shares Held<sup>(1)</sup></b>	<b>Percentage of Shares Held</b>
Jeremy Edelman Claremont, Australia	4,788,076	11.32%
David Steinepreis Auckland, New Zealand	9,067,932	21.44%

Note:

- (1) The information is based upon reports filed on the SEDI website ([www.sedi.ca](http://www.sedi.ca)) and is not within the direct knowledge of the Company.

## **PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING**

To the knowledge of the Board, the only matters to be placed before the Meeting are those set out in the accompanying Notice of Meeting.

### **1. Financial Statements**

The directors of the Company will present to the shareholders at the Meeting the audited consolidated financial statements of the Company for the fiscal year ended September 30, 2023, together with the auditors' report thereon. The audited financial statements are available under the Company's profile on SEDAR+ at [www.sedar.com](http://www.sedar.com) and at [www.agmconnect.com/meryllion2024](http://www.agmconnect.com/meryllion2024).

No vote by the shareholders with respect to such financial statements is required or proposed to be taken.

### **2. Fix Number of Directors**

Under the Company's Articles and pursuant to the BCBCA, the number of directors may be set by ordinary resolution but shall not be fewer than three. Management of the Company is seeking shareholder approval through an ordinary resolution to fix the number of directors at three for the ensuing year.

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

The directors of the Company are elected annually and hold office until the next annual general meeting of the shareholders or until their successors are elected or appointed. The management of the Company proposes to nominate the persons listed below for election as directors of the Company to serve until their successors are elected or appointed. In the absence of instructions to the contrary, proxies given pursuant to the solicitation by management



of the Company will be voted for the nominees listed in this Circular. Management does not contemplate that any of the nominees will be unable to serve as a director.

The following table sets out information regarding nominees for election as directors including the names, province or state and country of residence of the nominees for election as directors, the offices they hold within the Company, their principal occupations, business or employment within the five preceding years, the period or periods during which each director has served as a director, and the number of shares of the Company and its subsidiaries which each beneficially owns, directly or indirectly, or over which control or direction is exercised, as of the date of this Circular:

Name, province or state and country of residence and positions, current and former, if any, held in the Company	Principal occupation for last five years	Served as director since	Number of common shares beneficially owned, directly or indirectly, or controlled or directed at present <sup>(1)</sup>
<b>Richard Revelins</b> <sup>(2)(3)</sup> California, U.S.A.  <i>Director and CEO</i>	Investment Banker	March 2022	Nil
<b>David Steinepreis</b> <sup>(3)</sup> New Zealand  <i>Director and Non-Executive Chairman</i>	Finance Executive and Venture Capitalist	July 2020	9,067,932
<b>Guy Charette</b> <sup>(3)</sup> Quebec, Canada  <i>Director</i>	Lawyer	July 2020	Nil

Notes:

- (1) The information as to common shares beneficially owned or controlled has been provided by the directors themselves.
- (2) Age 62.
- (3) Member of the Audit Committee. Other than the Audit Committee, the Company currently does not have any committees of its Board.

The following is a brief biography of each of the nominees for election as directors of the Company:

### ***Richard Revelins***

Richard Revelins has been involved in international investment banking and corporate finance for 38 years. He is a founder and Executive Director of Peregrine Corporate, a Melbourne, Australia based investment bank and is a Managing Director at Cappello Global, a Los Angeles, California based investment bank. He was formerly Executive Chairman of Atlas Iron, a major Australian iron ore producer and Gold Road Resources, a significant Australian gold producer. Richard has been responsible for listing many companies on the ASX, NASDAQ, TSX, OTC Markets and the AIM market in London. He is currently the Executive Chairman of Health Food Symmetry Limited and Soar Earth Limited.

### ***David Steinepreis***

David Steinepreis is a chartered accountant and a member of the Institute of Chartered Accountants of Australia and New Zealand. He is a finance executive in New Zealand and a venture capitalist for mining, oil and gas and technology companies in many regions of the world.

### ***Guy Charette***

Guy Charette is a corporate finance lawyer with over thirty years of experience in the areas of securities, corporate finance as well as mergers and acquisitions in Toronto and Montreal. Although primarily involved in the resource sector, he has also been involved in other areas such as medical technologies, industrial companies as well as having acted for many underwriters on various types of securities offerings. His corporate finance activities have included projects in many parts of the world including Africa, Europe and South America. Mr. Charette has a particular expertise in developing innovative financial structures designed to match the needs of both issuers and investors. In addition, he has also served on many boards of directors over the years as well as having presented lectures on corporate and project finance to law students. Mr. Charette completed his Bachelor of Laws from the University of Ottawa in 1981 and was admitted to the Quebec Bar in 1982.

### **Corporate Cease Trade Orders or Bankruptcies**

Other than as disclosed below, no director, or proposed director, of the Company is, or within the ten years prior to the date of this Circular has been, a director or executive officer of any company, including the Company, that while that person was acting in that capacity:

- (a) was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under applicable securities legislation for a period of more than 30 consecutive days; or
- (b) was subject to an event that resulted, after that individual ceased to be a director or executive officer of the company being the subject of a cease trade order or similar 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.

Guy Charette was a director of Euro Sun Mining Inc. (“**Euro Sun**”) a Canadian incorporated and TSX-listed company, when on April 16, 2014, the Ontario Securities Commission issued a permanent management cease trader order (“**MCTO**”), which superseded a temporary MCTO dated April 4, 2014, against Mr. Charette, in his capacity as Interim CEO of Euro Sun. The permanent MCTO was issued in connection with Euro Sun's failure to file its (i) audited annual financial statements for the period ended December 31, 2013, (ii) management's discussion and analysis relating to the audited annual financial statements for the period ended December 31, 2013, and (iii) corresponding certifications of the foregoing filings as required by National Instrument 52-109 – *Certification of Disclosure in the Issuer's Annual and Interim Filings*. The MCTO was lifted on June 19, 2014 following the filing of the required continuous disclosure documents on June 17, 2014.

No director, or proposed director, of the Company is, or within the ten years prior to the date of this Circular has been, 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.

## **Penalties or Sanctions**

None of the proposed directors have been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable security holder making a decision about whether to vote for the proposed director.

### **4. Appointment of Auditor**

Shareholders of the Company will be asked at the Meeting to appoint Clearhouse LLP, Chartered Accountants, as the Company's auditor, to hold office until the close of the next annual meeting of shareholders of the Company or until its successors are appointed, and to authorize the directors of the Company to fix the auditor's remuneration.

Clearhouse LLP has been the Company's auditor since January 13, 2020.

**Except where authorization to vote with respect to the appointment of the auditor is withheld, the persons named in the accompanying form of proxy intend to vote for the appointment of Clearhouse LLP, Chartered Accountants, as the auditor of the Company until the next annual meeting of shareholders, at such remuneration as may be determined by the Board.**

### **5. Approval of the Company's Stock Option Plan**

On April 1, 2024, the Company's Board adopted a new stock option plan (the "**Plan**") for the Company which authorizes the Board to grant options to directors, officers, employees and consultants of the Company, subject to the rules and regulations of applicable regulatory authorities, including the Canadian Securities Exchange (the "**CSE**"), on which the Company's common shares are listed and posted for trading. The Plan is a "rolling" or "evergreen" plan that allows for options to be granted equal to up to 10% of the Company's issued and outstanding common shares, on a non-diluted basis, from time to time. If any option expires or otherwise terminates for any reason without having been exercised in full, the number of common shares in respect of which the option was not exercised shall be available for the purposes of the Plan. Any exercises of options will make new grants available under the Plan, effectively resulting in a "re-loading" of the number of options available for grant under the Plan.

The Plan replaces the previous stock option plan of the Corporation, as first approved by Shareholders on April 14, 2014, as same has been amended from time to time (the "**Legacy Plan**"). The Legacy Plan is terminated by the Plan, and the Plan serves as the successor thereto. No further awards shall be made under the Legacy Plan, and any option granted under the Legacy Plan shall now be governed by the terms and conditions of the Plan. As of the date hereof, there were 500,000 options issued and outstanding under the Legacy Plan, which represents approximately 1.18% of the Company's issued and outstanding common shares.

A copy of the Plan is attached to this Circular as Schedule "A". The following is a summary of the material terms of the Plan, which is qualified in its entirety by the provisions of the Plan:

- (a) Persons who are Eligible Persons (as defined in the Plan) are eligible to receive grants of options under the Plan.
- (b) Options granted under the Plan are exercisable for a maximum of ten years from the date of grant.
- (c) The exercise price of each option will be set by the Board on the date such option is granted, and will not be less than the greater of the Market Price (as defined in the Plan) of the Company's common shares on (i) the trading day prior to the date of grant of the option, and (ii) the date of grant of the option.

- (d) The Board has discretion to set the terms of any vesting schedule.
- (e) The granting of options under the Plan is subject to the following limitations:
  - (i) The maximum aggregate number of shares that may be subject to grants of options under the Plan and any other security based compensation arrangement of the Company to any one optionee shall be no greater than (i) 5% of the issued and outstanding common shares as at the date of grant and (ii) 10% of the issued and outstanding common shares in total in the next 12 months, unless the Company has obtained the requisite disinterested shareholder approval; and
  - (ii) The maximum aggregate number of common shares that may be issued pursuant to options to all Investor Relations Service Providers (as defined in the Plan) during any 12-month period shall not exceed 2% of the issued and outstanding common shares calculated as at the date of grant.
- (f) Except as permitted by applicable securities laws and except as provided below, options granted under the Plan are non-assignable and non-transferable:
  - (i) if the employment, engagement or appointment of the optionee is terminated by reason of such optionee's death, any options held by such optionee shall pass to the Qualified Successor (as defined in the Plan) of the optionee and shall be exercisable by such Qualified Successor until (A) a period of not more than one year following the date of such death and (B) the expiry of the term of the option; and
  - (ii) if the employment, engagement or appointment of the optionee is terminated by reason of such optionee's Disability (as defined in the Plan), any options held by such optionee that could have been exercised immediately prior to such termination of employment, engagement or appointment shall be exercisable by such Optionee, or by his or her Guardian (as defined in the Plan), until the earlier of (A) a period of not more than six months following the termination of employment, engagement or appointment and (B) the expiry of the term of the option. If such optionee dies within six months after the termination of such employment, engagement or appointment, any option held by such optionee that could have been exercised immediately prior to his or her death shall pass to the Qualified Successor of such optionee, and shall be exercisable by the Qualified Successor until the earlier of six months following the death of such optionee and the expiry of the term of the option.

No option granted under the Plan shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of by the holder thereof, whether voluntarily or by operation of law, otherwise than by testate succession, will or the laws of descent and distribution, and any attempt to do so will cause such option to terminate and be null and void.

- (g) To the extent not earlier exercised or terminated by reason of an optionee's death or Disability, an option shall terminate at the earliest of the following dates:
  - (i) the expiration of its term;
  - (ii) where the employment, engagement or appointment of the optionee is terminated for Cause (as defined in the Plan), the date of such termination for Cause;
  - (iii) where the employment, engagement or appointment of the optionee is terminated for a reason other than for Cause, death or Disability, not more than 90 days after such date of termination, subject to an extension by the Board in its sole discretion of up to one year from the date of termination; and

- (iv) the date of any sale, transfer, assignment or hypothecation, or any attempted sale, transfer, assignment or hypothecation, of such Option in violation of the provisions of the Plan.
- (h) In the event of an actual or potential Change of Control (as defined in the Plan), the Board may, in its discretion, permit and authorize the accelerated vesting and early exercise of all or any portion of the then outstanding options in connection with the completion of such Change of Control. In addition, whether or not the Board determines to accelerate the vesting of any options, the Company shall give written notice of any proposed Change of Control to each optionee. Upon the giving of any such notice, the optionees shall be entitled to exercise, at any time within the 21-day period following the giving of such notice, all or a portion of those options granted to such optionees which are then vested and exercisable in accordance with their terms, as well as any unvested options which the Board has determined shall be immediately vested and exercisable in connection with the completion of such Change of Control. Unless the Board determines otherwise (in its discretion), upon the expiration of such 21-day period, all rights of the optionees to exercise any outstanding Options, whether vested or unvested, shall terminate and all such options shall immediately expire and cease to have any further force or effect, subject to the completion of the relevant Change of Control.

In accordance with the policies of the CSE, the Plan and all unallocated option, rights and other entitlements issuable thereunder must be approved by the Company's shareholders within three years of the Plan's adoption and every three years thereafter in order for options to be continued to be granted under the Plan. At the Meeting, shareholders will be asked to approve an ordinary resolution to approve, ratify and confirm the Plan and all unallocated options, rights and other entitlements issuable thereunder, in substantially the following form (the "**Stock Option Plan Resolution**"):

**"BE IT RESOLVED THAT:**

1. the stock option plan substantially in the form attached as Schedule "A" to the Company's Management's Information Circular dated April 1, 2024, be and is hereby approved, ratified and confirmed as the Company's stock option plan (the "**Plan**");
2. all unallocated options, rights and other entitlements issuable under the Plan be and are hereby approved, ratified and confirmed until May 7, 2027, being the next date by which the Company must seek shareholder approval for the Plan and any unallocated options, rights and other entitlements issuable thereunder; and
3. any one director or officer of the Company be and is hereby authorized and directed to do all things and to execute and deliver all documents and instruments as may be necessary or desirable to carry out the terms of this resolution, including making any appropriate filings with regulatory authorities, including the CSE."

In order to be adopted, the Stock Option Plan Resolution must be approved by a majority of the votes cast by shareholders, either present in person or represented by proxy, at the Meeting.

**The persons named in the enclosed form of proxy, if not expressly directed to the contrary in such form of proxy, will vote such proxies in favour of the Stock Option Plan Resolution.**

## STATEMENT OF EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

#### *Interpretation*

For the purposes of this Statement of Executive Compensation:

“**CEO**” means an individual who acted as Chief Executive Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**CFO**” means an individual who acted as Chief Financial Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**Named Executive Officer**” or “**NEO**” means each of the following:

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

For the fiscal year ended September 30, 2023, the Company had two NEOs, namely: (i) Richard Revelins, the Company’s CEO; and (ii) Chuck Forrest, the Company’s CFO.

The following is a description of the Company’s executive compensation philosophy, objectives and process for the fiscal year ended September 30, 2023.

#### *Compensation Philosophy, Objectives and Process*

The purpose of the Company’s compensation strategy is to reward executive officers and directors of the Company for meeting the Company’s principal objectives while maintaining its status as a reporting issuer. The Company’s current main objective is to identify potential mineral property transactions as a means to enhance shareholder value. In this context, the Company has a modest management team who may be retained on a consulting basis, supplemented where necessary by the Company’s Board.

The Company does not have a compensation committee at this time. The Board carries out the responsibilities relating to executive and director compensation, including reviewing and recommending director and officer compensation, overseeing the Company’s compensation structure and evaluating the performance of executive officers. The Company does not have any set milestones or performance criteria upon which to set compensation levels. There are no performance goals that the Named Executive Officers must achieve in order to maintain their respective positions within the Company, but the Named Executive Officers are expected to carry out their duties in an effective and efficient manner and to advance the interests of the Company.

During the fiscal years ended September 30, 2023 and September 30, 2022, the Company did not retain the

services of executive compensation consultants to assist the Board in determining compensation for any of the Company’s Named Executive Officers or directors.

The Company has not adopted a policy restricting its NEOs or directors from purchasing financial instruments that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its NEOs or directors. To the knowledge of the Company, none of the NEOs or directors has purchased such financial instruments.

*Stock Option Plan and Long-Term Incentive Plans*

The Company has adopted a new stock option plan (the “**Plan**”). For a detailed description of the Plan, please refer to the section above entitled “*Particulars of Matters to be Acted upon at the Meeting – Approval of the Company’s Stock Option Plan*”.

Stock option grants are made on the basis of the number of stock options currently held, position, overall individual performance, anticipated contribution to the Company’s future success and the individual’s ability to influence corporate and business performance. The purpose of granting such stock options is to assist the Company in compensating, attracting, retaining and motivating the officers, directors and employees of the Company and to closely align the personal interest of such persons to the interest of the shareholders.

The Company has no other long-term incentive plans.

*Group Benefits/Perquisites*

The officers and directors of the Company do not benefit from any life, medical, long-term disability or other insurance. None of the officers or directors benefits from a retirement plan.

**Director and Named Executive Officer Compensation, Excluding Compensation Securities**

The following table provides information for the fiscal years ended September 30, 2023 and September 30, 2022 regarding compensation paid to or earned by the NEOs and directors, excluding compensation securities:

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Richard Revelins Director and CEO	2023	42,000	—	—	—	—	42,000
	2022	17,500	—	—	—	—	17,500
Chuck Forrest CFO	2023	34,992	—	—	—	—	34,992
	2022	13,997	—	—	—	—	13,997
David Steinepreis Director	2023	—	—	—	—	—	—
	2022	36,000	—	—	—	—	36,000
Guy Charette Director	2023	—	—	—	—	—	—
	2022	—	—	—	—	—	—
Jeremy Edelman <sup>(1)</sup> Director	2023	—	—	—	—	—	—
	2022	36,000	—	—	—	—	36,000

Note:

(1) Jeremy Edelman ceased to be a director of the Company as of April 7, 2022.

## Stock Options and Other Compensation Securities

The following table sets out the details of all compensation securities granted or issued to the Named Executive Officers and directors during the fiscal years ended September 30, 2023 and September 30, 2022:

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities and percentage of class	Date of issue or grant	Issue, conversion or exercise price	Closing price of security or underlying security on date of grant	Closing price of security or underlying security at year end	Expiry date
Richard Revelins Director and CEO	Stock Options <sup>(1)</sup>	450,000	September 26, 2022	\$0.105	\$0.09	\$0.06 <sup>(2)</sup>	September 26, 2027 <sup>(4)</sup>
		200,000	September 26, 2022	\$0.115		\$0.03 <sup>(3)</sup>	September 26, 2027 <sup>(4)</sup>
Chuck Forrest CFO	Stock Options <sup>(1)</sup>	300,000	September 26, 2022	\$0.115	\$0.09	\$0.06 <sup>(2)</sup> \$0.03 <sup>(3)</sup>	September 26, 2027 <sup>(4)</sup>

Notes:

- (1) These options were granted under the Legacy Plan.
- (2) At year ended September 30, 2022.
- (3) At year ended September 30, 2023.
- (4) These options were cancelled by the Company with the consent of the option holders as of March 11, 2024.

No stock options or compensation securities were exercised by any Named Executive Officer or director of the Company during the fiscal years ended September 30, 2023 and September 30, 2022.

## Employment, Consulting and Management Contracts

Management functions of the Company are not, to any substantial degree, performed other than by the directors or the Named Executive Officers of the Company.

There are no employment, consulting or management contracts between the Company and its Named Executive Officers or directors.

The Company has no plan or arrangement whereby any NEO may be compensated in the event of the NEO's resignation, retirement or other termination of employment, or in the event of a change of control of the Company or a change in the NEO's responsibilities following such a change of control.

## Oversight and Description of Director and Named Executive Officer Compensation

Compensation of directors and of the Company is reviewed annually and determined by the Board. The level of compensation for directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

The Company had no arrangements, standard or otherwise, pursuant to which directors were compensated by the Company for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as a consultant or expert during the financial year ended September 30, 2023, or



subsequently, up to and including the date of this Circular with the exception of stock-based compensation as detailed in this Circular.

Compensation of NEOs is reviewed annually and determined by the Board. The level of compensation for NEOs is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources. In the Board’s view, there is, and has been, no need for the Company to design or implement a formal compensation program for NEOs.

**Pension Disclosure**

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans currently in place or proposed at this time.

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

The following table sets out certain details as at September 30, 2023 with respect to compensation plans pursuant to which equity securities of the Company are authorized for issuance:

Plan Category	Number of Shares to be Issued upon Exercise of Outstanding Options, Rights and Warrants (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Shares Remaining for further Issuance under the Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity Compensation Plans Previously Approved by Shareholders	2,790,000	\$0.104	198,945
Equity Compensation Plans not Previously Approved by Shareholders	—	—	—

**INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

None of the current or former directors, executive officers, employees of the Company or its subsidiaries, the proposed nominees for election to the Board, or their respective associates or affiliates, are or have been indebted to the Company or its subsidiaries since the beginning of the last completed financial year of the Company.

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

The Company is unaware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer of the Company or is a proposed nominee for election as a director of the Company (or an associate or affiliate of such director, director nominee or executive officer) at any time since the beginning of the Company’s last financial year.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

An informed person is one who, in general terms, is a director or executive officer, or holds more than 10% of the issued and outstanding voting shares of a company.

On February 27, 2023, Croesus Mining Pty Ltd. (“**Croesus**”), a company controlled by David Steinepreis, participated in a private placement pursuant to which Croesus subscribed for 2,000,000 units of the Company at price of \$0.05 per unit, for total cash consideration of \$100,000. Each unit consisted of one common share and one common share purchase warrant exercisable at a price of \$0.08 up until July 1, 2023.

On January 8, 2024, Croesus participated in a private placement pursuant to which Croesus subscribed for 2,341,625 units of the Company at price of \$0.04 per unit, for total cash consideration of \$93,665. Each unit consisted of one common share and one common share purchase warrant exercisable at a price of \$0.07 up until January 8, 2026.

On January 8, 2024, Jeremy Edelman participated in a private placement pursuant to which he subscribed for 1,250,000 units of the Company at price of \$0.04 per unit, for total cash consideration of \$50,000. Each unit consisted of one common share and one common share purchase warrant exercisable at a price of \$0.07 up until January 8, 2026.

Except as set forth above, no other person who has been a director or executive officer of the Company or a subsidiary of the Company at any time during the Company’s last financial year, nor any proposed nominees for election to the Board, nor any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding common shares of the Company, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction or proposed transaction which has materially affected or would materially affect the Company or its subsidiaries.

## MANAGEMENT CONTRACTS

The Company currently has no management agreements or arrangements under which management functions of the Company are performed other than by the Company’s directors and executive officers.

## AUDIT COMMITTEE

The Company is a “venture issuer” as that term is defined under National Instrument 52-110 – *Audit Committee* (“**NI 52-110**”). NI 52-110 requires the Company, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor.

### **Audit Committee Charter**

The text of the audit committee’s charter is attached as Schedule “B” to this Circular.

### **Composition of Audit Committee and Independence**

NI 52-110 provides that a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the issuer, which could, in the view of the issuer’s board of directors, reasonably interfere with the exercise of the member’s independent judgment.

The Audit Committee currently consists of all three directors. David Steinepreis and Guy Charette are considered independent; whereas, Richard Revelins is not considered independent as he is the CEO of the Company.

## **Relevant Education and Experience**

NI 52-110 provides that an individual is “financially literate” if he or she has 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 the Company’s financial statements.

All of the members of the Audit Committee are financially literate as that term is defined.

Based on their business and educational experiences, each member of the audit committee has a reasonable understanding of the accounting principles used by the Company; an ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves; experience analyzing and evaluating financial statements that present a breadth and level of complexity of issues that can reasonably be expected to be raised by the Company’s financial statements, or experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

The education and related experience of each of the members of the Audit Committee are set out above under the heading “Election of Directors”.

## **Audit Committee Oversight**

Since the commencement of the Company’s most recently completed financial year, the Audit Committee of the Company has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board.

## **Reliance on Certain Exemptions**

Since the commencement of the Company’s most recently completed financial year, the Company has not relied on:

- (a) the exemption in Section 2.4 (*De Minimis Non-audit Services*) of NI 52-110; or
- (b) an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*).

The Company is a “venture issuer” as defined in NI 52-110 and is relying on the exemption in Section 6.1 of NI 52-110 relating to Part 5 (*Reporting Obligations*).

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

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

## **Audit Fees**

The following table sets forth the fees paid by the Company to its external auditors, for services rendered for the fiscal years ended September 30, 2023 and 2022:

<b>Financial Year Ending</b>	<b>Audit Fees<sup>(1)</sup></b>	<b>Audit-Related Fees<sup>(2)</sup></b>	<b>Tax Fees<sup>(3)</sup></b>	<b>All Other Fees</b>
September 30, 2023	\$20,500	Nil	\$1,500	Nil
September 30, 2022	\$21,609	Nil	\$1,000	Nil

Notes:

- (1) The aggregate audit fees billed by the Company’s auditor.
- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements which are not included under the heading “Audit Fees”.
- (3) The aggregate fees billed for professional services rendered for tax compliance, tax advice and tax planning.

## **CORPORATE GOVERNANCE DISCLOSURE**

Canadian securities regulatory policy as reflected in National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) requires that listed companies must disclose on an annual basis their approach to corporate governance. National Policy 58-201 - *Corporate Governance Guidelines* (“**NP 58-201**”) provides regulatory staff guidance on preferred governance practices, although the guidelines are not prescriptive, other than for audit committees. The Company’s approach to corporate governance in the context of NI 58-101 and NP 58-201 as well as its compliance with the mandatory rules relating to audit committees is set out below.

### **Board of Directors**

The Board facilitates its independent supervision over management through regular meetings. The non-management directors of the Board do not hold regularly scheduled meetings at which non-independent directors are not in attendance. However, the size of the Board and the nature of the Company’s operations ensure that open and candid discussion among the independent directors is possible.

The independent members of the Board are currently David Steinepreis and Guy Charette. The non-independent director is Richard Revelins, the Company’s CEO.

The mandate of the Board is to manage or supervise management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company’s affairs directly.

### **Directorships**

The following nominees for directors are currently directors of other issuers that are reporting issuers (or the equivalent) in a jurisdiction of Canada or a foreign jurisdiction:

<b>Director name</b>	<b>Issuer</b>
Guy Charette	EV Minerals Corporation Niocan Inc.

## **Orientation and Continuing Education**

The Board of the Company briefs all new directors with respect to the policies of the Board and other relevant corporate and business information. The Board does not provide any continuing education.

## **Ethical Business Conduct**

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

## **Nomination of Directors**

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders. The 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 Board does not have a nominating committee. The Board is responsible for recruiting new members to the Board and planning for the succession of Board members.

New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the required time, show support for the Company's mission and strategic objectives, and a willingness to serve.

## **Compensation**

The Board is responsible for determining all forms of compensation to be granted to the CEO of the Company and the directors, and for reviewing the CEO's recommendations respecting compensation of the other officers of the Company, to ensure such arrangements reflect the responsibilities and risks associated with each position.

The Board conducts reviews with regard to compensation of the directors, CEO and CFO once a year.

When determining the compensation of its officers, the Board considers: (i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Company's shareholders; and (iv) rewarding performance, both on an individual basis and with respect to operations in general.

## **Other Board Committees**

The Board has no other committees other than the Audit Committee.

## **Assessments**

The Board regularly monitors the adequacy of information given to directors, communications between management and the strategic direction and processes of the Board and its committees. The Board is currently responsible for assessing its own effectiveness, the effectiveness of individual directors and the effectiveness of the Audit Committee.

### **ADDITIONAL INFORMATION**

Additional information relating to the Company may be found on SEDAR+ at [www.sedar.com](http://www.sedar.com). Information concerning the Company may be obtained by any security holder of the Company free of charge by contacting the Company's Corporate Secretary at 514-375-7054.

### **BOARD APPROVAL**

The contents of this Circular have been approved and its mailing authorized by the directors of the Company.

**DATED** the 1<sup>st</sup> day of April, 2024.

### **ON BEHALF OF THE BOARD OF DIRECTORS**

*"Richard Revelins" (signed)*

Richard Revelins  
Director and Chief Executive Officer

**SCHEDULE A**  
**STOCK OPTION PLAN**

## MERYLLION RESOURCES CORPORATION

### 2024 STOCK OPTION PLAN

#### 1. INTRODUCTION

1.1 **Establishment** - Meryllion Resources Corporation (the “**Corporation**”) hereby establishes a stock option plan (as the same may be amended from time to time in accordance with its terms, the “**Plan**”). The Plan permits the grant of Options (as defined below). The Plan was approved by the Board (as defined below) on April 1, 2024. The Plan shall become effective on the date it is approved by the Board (the “**Effective Date**”).

1.2 **Principal Purposes** - The principal purposes of the Plan are (i) to provide the Corporation with the advantages of the incentive inherent in share ownership on the part of Employees, officers, directors, Consultants and Investor Relations Service Providers responsible for the continued success of the Corporation; (ii) to create in such individuals a proprietary interest in, and a greater concern for, the welfare and success of the Corporation; (iii) to encourage such individuals to remain with the Corporation; and (iv) to attract new Employees, officers, directors, Consultants and Investor Relations Service Providers to the Corporation. The Plan replaces the previous stock option plan of the Corporation, as first approved by Shareholders on April 14, 2014, as same has been amended from time to time (the “**Legacy Plan**”).

1.3 **Successor Plan** - The Legacy Plan shall hereby be terminated and this Plan shall serve as the successor thereto, no further awards shall be made under the Legacy Plan from and after the Effective Date, and any Option granted under the Legacy Plan shall now be governed by the terms and conditions of this Plan.

#### 2. INTERPRETATION

2.1 **Defined Terms** - For the purposes of this Plan, the following terms shall have the following meanings:

- (a) “**Act**” means the *Securities Act* (British Columbia), as amended from time to time;
- (b) “**Associate**” shall have the meaning ascribed to such term in the Act;
- (c) “**Blackout Period**” means a period when the Optionee is prohibited from trading in the Corporation’s securities pursuant to securities regulatory requirements or the Corporation’s written policies then applicable;
- (d) “**Board**” means the board of directors of the Corporation, as constituted from time to time; provided, however, that, if the Board appoints a Committee of the Board to perform some or all of the Board’s administrative functions under the Plan, references in the Plan to the “**Board**” will be deemed to refer to the Committee in connection with matters to be performed by Committee in accordance with such appointment;



- (e) **“Business Days”** means a day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (f) **“Cause”** as used in this Plan shall include, in addition to such meaning as shall have been or shall hereinafter be ascribed to such term from time to time by law, including the jurisprudence, the following: (a) the conviction of the Optionee for a criminal act or other offence pursuant to the provisions of the *Criminal Code* (Canada) or any other criminal or penal statute of any applicable jurisdiction; (b) habitual inability by the Optionee to carry out his or her functions due to alcohol or drug related causes; (c) any dishonest or fraudulent act by the Optionee relating directly or indirectly to the course of his or her employment, position or engagement with the Corporation; (d) a breach by the Optionee of, or a failure or refusal by the Optionee to perform, any of the Optionee’s obligations under the agreement governing his or her employment, position or engagement with the Corporation if such breach, failure or refusal is not rectified by the Optionee within five Business Days following receipt of written notice from the Corporation specifying the nature of such breach, failure or refusal; (e) a failure or refusal by the Optionee to perform his or her duties for the Corporation in a loyal manner with a view to promoting the best interests of the Corporation; (f) the gross negligence or willful conduct of the Optionee or any act of moral turpitude; or (g) the failure or refusal by the Optionee to comply with the policies of the Corporation if such failure or refusal is not rectified by the Optionee within five Business Days following receipt of written notice from the Corporation specifying the nature of such failure or refusal;
- (g) **“Change of Control”** has the meaning ascribed to such term in Section 10.3;
- (h) **“Consultant”** means an individual other than an Employee, senior officer or director of the Corporation or a Subsidiary of the Corporation, or a Consultant Corporation, who:
  - (i) provides ongoing consulting, technical, management or other services to the Corporation or any of its Subsidiaries, other than services provided in relation to a distribution of the Corporation’s securities;
  - (ii) provides the services under a written contract between the Corporation or a Subsidiary of the Corporation and the individual or Consultant Corporation;
  - (iii) in the reasonable opinion of the Corporation spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary of the Corporation; and
  - (iv) has a relationship with the Corporation or any of its Subsidiaries that enables the individual or Consultant Corporation to be knowledgeable about the business and affairs of the Corporation;

- (i) **“Consultant Corporation”** means, for an individual Consultant, a company of which the individual is an employee or shareholder, or a partnership of which the individual is an employee or partner;
- (j) **“Corporation”** means Meryllion Resources Corporation, and includes any successor and Subsidiary thereof;
- (a) **“Date of Grant”** means the date specified in the Option Agreement as the date on which the Option is effectively granted;
- (b) **“Disability”** means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
  - (i) being employed or engaged by the Corporation, any of its Subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Corporation or any of its Subsidiaries; or
  - (ii) acting as a director or officer of the Corporation or any of its Subsidiaries;
- (c) **“Disinterested Shareholder Approval”** means an ordinary resolution approved by a majority of the votes cast by all Shareholders at a Shareholders’ meeting, excluding votes attaching to Shares beneficially owned by Insiders and Associates of such Insiders to whom such Options may be granted or amended;
- (d) **“Committee”** means a committee of the Board appointed to administer this Plan;
- (e) **“Effective Date”** has the meaning ascribed to such term in Section 1.1;
- (f) **“Eligible Person”** means:
  - (i) an Employee, senior officer or director of the Corporation or any Subsidiary of the Corporation;
  - (ii) a Consultant;
  - (iii) an Investor Relations Service Provider;
  - (iv) a company, all of the voting securities of which are beneficially owned by one or more of the Persons referred to in (i), (ii) or (iii) above
- (g) **“Employee”** means,
  - (i) an individual who is considered an employee under the *Income Tax Act* (Canada);
  - (ii) an individual who works full-time for the Corporation or any of its

Subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any of its Subsidiaries over the details and methods of work as an employee of the Corporation or any of its Subsidiaries, but for whom income tax deductions are not made at source; or

- (iii) an individual who works for the Corporation or any of its Subsidiaries, on a continuing and regular basis for a minimum amount of time per week, providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any of its Subsidiaries over the details and methods of work as an employee of the Corporation or any of its Subsidiaries, but for whom income tax deductions are not made at source;
- (h) **“Exercise Notice”** has the meaning ascribed to such term in Section 7.1;
- (i) **“Guardian”** means the guardian, if any, appointed for an Optionee;
- (j) **“Insider”** means:
  - (i) a director or an officer (including a senior officer) of the Corporation;
  - (ii) a director or an officer (including a senior officer) of a company that is itself an Insider or a subsidiary of the Corporation;
  - (iii) a Person that has:
    - (A) beneficial ownership of, or control or direction over, directly or indirectly; or
    - (B) a combination of beneficial ownership of, and control or direction over, directly or indirectly;
  - securities of the Corporation carrying more than 10% of the voting rights attached to all the Corporation’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the Person as underwriter in the course of a distribution; or
  - (iv) the Corporation if it has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security;
- (k) **“Investor Relations Activities”** means any activities by or on behalf of the Corporation or a Shareholder that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
  - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation;

- (A) to promote the sale of products or services of the Corporation; or
  - (B) to raise public awareness of the Corporation,
- that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
- (ii) activities or communications necessary to comply with the requirements of:
    - (A) applicable securities laws;
    - (B) the rules and policies of the CSE, or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Corporation;
  - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
    - (A) the communication is only through the newspaper, magazine or publication; and
    - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
  - (iv) activities or communications that may be otherwise specified by the CSE;
  - (v) **“Investor Relations Service Provider”** means any Consultant that performs Investor Relations Activities and director, senior officer or Employee of the Corporation whose role and duties primarily consist of Investor Relations Activities;
  - (vi) **“Legacy Plan”** has the meaning ascribed to such term in Section 1.2;
  - (vii) **“Market Price”** of a Share at any date means the closing price of a Share on the CSE on the trading day immediately preceding such date or, if the Shares are not listed on any stock exchange, then on the over-the-counter market. The Market Price of a Share shall be rounded up to the nearest whole cent. In the event that such Shares are not listed and posted for trading on any stock exchange or traded on any over-the-counter market, the Market Price with respect to a Share shall be the fair market value of a Share as determined by the Board or the Committee, as applicable, in its discretion;
  - (viii) **“Option”** means an option to purchase Shares granted pursuant to the terms of this Plan;

- (ix) **“Option Agreement”** means a written agreement between the Corporation and an Optionee specifying the terms of the Option being granted to the Optionee under the Plan;
- (x) **“Option Price”** means the exercise price per Share specified in an Option Agreement,  
  
adjusted from time to time in accordance with the provisions of Section 10.1;
- (xi) **“Optionee”** means an Eligible Person to whom an Option has been granted;
- (xii) **“Person”** means a natural person, company, government or political subdivision or agency of a government; and where two or more Persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such syndicate or group shall be deemed to be a Person;
- (xiii) **“Plan”** has the meaning ascribed to such term in Section 1.1;
- (xiv) **“Plan Limit”** has the meaning ascribed to such term in Section 5.1(a);
- (xv) **“Qualified Successor”** means a Person who is entitled to the ownership of an Option upon the death of an Optionee, pursuant to a will or the applicable laws of descent and distribution upon death;
- (xvi) **“Security Based Compensation Arrangement”** has the meaning ascribed to such term in the policies of the CSE;
- (xvii) **“Shareholders”** means the holders of Shares;
- (xviii) **“Shares”** means the common shares in the capital of the Corporation;
- (xix) **“Subsidiary”** has the meaning ascribed thereto in the Act;
- (xx) **“Term”** has the meaning ascribed to such term in Section 6.2(a);
- (xxi) **“Withholding Tax Amount”** has the meaning ascribed to such term in Section 7.5; and
- (xxii) **“Withholding Tax Obligations”** has the meaning ascribed to such term in Section 7.1.

### 3. ADMINISTRATION

3.1 **Board or Committee** - The Plan shall be administered by the Board or the Committee, as determined by the Board from time to time.

3.2 **Powers of Board and Committee** - The Board or the Committee, as the case may be, is authorized, subject to the provisions of the Plan, to:

- (a) administer the Plan in accordance with its terms;
- (b) establish policies and adopt rules and regulations as it deems necessary for the proper administration of the Plan;
- (c) interpret and construe the Plan and determine all questions arising out of the Plan or any Option (including, without limitation, all questions relating to the value of the Shares), and any such interpretation, construction or determination made by the Board or the shall be final and conclusive for all purposes and binding on all parties, absent manifest error;
- (d) determine the Persons (from among the Eligible Persons) to whom Options shall be granted;
- (e) determine the terms and conditions of each Option Agreement which shall be entered into with each Optionee (which need not be identical with the terms of any other Option Agreement) and which shall not be inconsistent with the term of this Plan;
- (f) determine the duration and purpose of leaves of absence from employment which may be granted to Optionees without constituting a termination of employment for purposes of the Plan, with respect to the granting of Options;
- (g) determine the nature and extent of any adjustment(s) to be made to Options pursuant to Section 10.1;
- (h) prescribe the form of the instruments used in conjunction with the Plan, including the form of Option Agreement and the form of instruments relating to the grant and exercise of Options;
- (i) amend the terms and provisions of an Option Agreement, provided the Board obtains the consent of the Optionee and, if required, approval of the Shareholders and the CSE;
- (j) correct any defect, supply any necessary information or reconcile any inconsistency in the Plan in such a manner and to such an extent as shall be deemed necessary or advisable to carry out the purposes of the Plan; and
- (k) make other determinations necessary or advisable for administration of the Plan.

3.3 **Costs** - The Corporation will be responsible for all costs relating to the administration of the Plan.

3.4 **Indemnification of Directors in Relation to the Plan** - Every director of the Corporation will at all times be indemnified and saved harmless by the Corporation from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, that such director may sustain or incur by reason of any action, suit or

proceeding, taken or threatened against the director, otherwise than by the Corporation, for or in respect of any act done or omitted by the director in respect of the Plan, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgment rendered therein.

3.5 **Unfunded Obligations of the Corporation** - Unless otherwise determined by the Board, the Plan shall be unfunded and the Corporation will not secure its obligations under the Plan. To the extent any Optionee or his, her or its estate holds any rights under the Plan, such rights (unless otherwise determined by the Board in its discretion) shall be no greater than the rights of an unsecured creditor of the Corporation.

#### **4. ELIGIBILITY**

4.1 **Eligibility** - Options may be granted to any Eligible Person.

4.2 **Representations** - The Corporation represents that, and by his, her or its acceptance of an Option granted hereunder each of the Optionees shall be deemed to represent that, such Optionee shall be a *bona fide* director, senior officer, Employee, Consultant or Investor Relations Service Provider of the Corporation.

#### **5. SHARES SUBJECT TO THE PLAN**

##### **5.1 Total Shares Subject to the Plan**

(a) The Plan is a “rolling” or “evergreen” plan. Subject to adjustment under Section 10.1, the aggregate number of Shares available for issuance under the Plan shall not exceed such number of shares as is equal to 10% of the number of issued and outstanding Shares on a non-diluted basis from time to time (the “**Plan Limit**”).

(b) If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of which the Option was not exercised shall be available for the purposes of the Plan. Any exercises of Options will make new grants available under the Plan, effectively resulting in a “re-loading” of the number of Options available for grant under the Plan.

(c) The Corporation will at all times reserve for issuance and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan and the Plan Limit.

5.2 **Individual Optionees** - The maximum aggregate number of Shares that may be subject to grants of Options under this Plan and any other Security Based Compensation Arrangement of the Corporation to any one Optionee shall be no greater than (i) 5% of the issued and outstanding Shares on a non-diluted basis as at the Date of Grant and (ii) 10% of the issued and outstanding Shares on a non-diluted basis in total in the next 12 months, unless the Corporation has obtained the requisite Disinterested Shareholder Approval.

5.3 **Investor Relations Service Providers** - The maximum aggregate number of Shares that may be issued pursuant to Options to all Investor Relations Service Providers during any 12-

month period shall not exceed 2% of the issued and outstanding Shares on a non-diluted basis calculated as at the Date of Grant.

## 6. OPTION TERMS

6.1 **Option Agreement** - Subject to the other provisions of Article 5 and this Article 6, the Board or the Governance and Compensation Committee, as the case may be, shall determine the terms and conditions under which Options shall be granted to an Optionee. Each such Options shall be confirmed by the execution and delivery of an Option Agreement and the Board shall specify the following terms in each such Option Agreement:

- (a) the number of Shares subject to each Option;
- (b) the Date of Grant;
- (c) the Term;
- (d) the Option Price;
- (e) any vesting schedule, if any, upon which the exercise of an Option is contingent; and
- (f) such other terms and conditions as the Board deems advisable and are consistent with the purposes of this Plan.

### 6.2 **Term**

(a) The period within which an Option may be exercised (the “**Term**”) shall be determined by the Board or the Committee, as the case may be, at the time of granting the Options; however, no Option shall be granted for a Term exceeding ten years from the Date of Grant.

(b) Notwithstanding the foregoing, if the Term of an Option held by any Optionee would otherwise expire during a Blackout Period applicable to such Optionee, then the Term of such Option shall be extended to the close of business on the tenth Business Day following the expiration of the Blackout Period.

6.3 **Option Price** - The Option Price for the Shares which are the subject of any Option shall be determined on the Date of Grant and shall not in any circumstances be lower than the greater of the Market Price of the Shares on (i) the trading day prior to the Date of Grant of the Option, and (ii) the Date of Grant of the Option.

6.4 **Vesting Schedule** - The Board or the Committee, as applicable, shall have discretion to set the terms of any vesting schedule of each Option granted, including:

- (i) permit partial vesting in stated percentage amounts based on the Term of such Option; and



- (ii) permit full vesting after a stated period of time has passed from the Date of Grant.

6.5 **Amendments to Options** – The terms of an Option may not be amended once it has been issued.

6.6 **Uniformity** - Nothing contained in this Plan shall require that the terms and conditions of Options granted under the Plan be uniform.

## **7. EXERCISE OF OPTION**

7.1 **Exercise and Payment** - Subject to any limitations or conditions imposed upon an Optionee pursuant to the Option Agreement or Article 7, an Optionee may exercise an Option by giving written notice thereof, specifying the number of Shares in respect of which the Option is exercised (the “**Exercise Notice**”), to the Corporation at its principal place of business at any time after the Date of Grant until 5:00 p.m. (Pacific time) on the last day of the Term, such Exercise Notice to be accompanied by (i) payment in full of the aggregate Option Price to the extent the Option is so exercised, and (ii) where required by the Corporation in accordance with Section 7.5, payment in full of the amount of tax the Corporation is required to remit as a result of the exercise of the Option (“**Withholding Tax Obligations**”). Payment shall be made in lawful money (Canadian funds) by cash, cheque, bank draft or wire transfer. Payment by cheque made payable to the Corporation in the amount of the aggregate Option Price shall constitute payment of such Option Price unless the cheque is not honoured upon presentation, in which case the Option shall not have been validly exercised.

7.2 **Issuance of Shares** - Not later than the third Business Day after the actual receipt by the Corporation of an Exercise Notice and acceptable payment of the aggregate Option Price and any taxes relating thereto, the Corporation shall issue the Shares in respect of which the Option is exercised, and deliver to the Optionee a certificate or certificates evidencing such Shares (or such other acceptable evidence).

7.3 **Additional Terms and Conditions** - Notwithstanding any of the provisions contained in this Plan or in any Option or Option Agreement, the Corporation’s obligation to issue Shares to an Optionee upon the exercise of an Option shall be subject to the following:

- (a) completion of such registration or other qualification of such Shares (or a confirmation of an exemption therefrom) and the receipt of any approvals of governmental authority or stock exchange as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the admission of such Shares to listing on any stock exchange(s) or over-the-counter market on which the Shares may then be listed or quoted; and
- (c) the receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Corporation or its counsel determines to be necessary or advisable in order to safeguard

against the violation of the securities laws of any applicable jurisdiction or the rules of the CSE.

In connection with the foregoing, the Corporation shall, to the extent necessary, take all steps determined by the Board, in its discretion, to be reasonable to obtain such approvals, registrations and qualifications (or such exemptions therefrom) as may be necessary for the issuance of such Shares in compliance with applicable securities laws and the rules of the CSE.

7.4 **Unvested Options** - Except as expressly provided herein, no unvested Options may be exercised.

7.5 **Taxes**

(a) Upon the exercise of an Option by an Optionee, the Corporation shall have the right to require the Optionee to remit to the Corporation an amount sufficient to satisfy any Withholding Tax Obligations relating thereto under applicable tax legislation. Unless otherwise prohibited by the Board or by applicable law, satisfaction of the amount of the Withholding Tax Obligations (the “**Withholding Tax Amount**”) may be accomplished by any of the following methods or by a combination of such methods as determined by the Corporation in its sole discretion:

- (i) the tendering by the Optionee of cash payment to the Corporation in an amount less than or equal to the Withholding Tax Amount;
- (ii) the withholding by the Corporation from the Shares otherwise due to the Optionee such number of Shares as have a Market Price not less than the Withholding Tax Amount and cause such withheld Shares to be sold on the Optionee’s behalf to fund the Withholding Tax Amount, provided that any proceeds from such sale in excess of the Withholding Tax Amount shall be promptly paid over to the Optionee. By executing and delivering the Option Agreement, the Optionee shall be deemed to have consented to such sale and have granted to the Corporation an irrevocable power of attorney to effect the sale of such Shares and to have acknowledged and agreed that the Corporation does not accept responsibility for the price obtained on the sale of such Shares; or
- (iii) the withholding by the Corporation from any cash payment otherwise due by the Corporation to the Optionee, including salaries, directors fees, consulting fees and any other forms of remuneration, such amount of cash as is required to pay and satisfy the Withholding Tax Amount;

provided, however, in all cases, that the sum of any cash so paid or withheld and Market Price of any Shares so withheld is sufficient to satisfy the Withholding Tax Amount.

(b) The provisions of the Option Agreement shall provide that the Optionee (or his, her or its beneficiaries) shall be responsible for all taxes with respect to any Options granted under the Plan and an acknowledgement that neither the Board nor the Corporation shall make

any representations or warranties of any nature or kind whatsoever to any person regarding the tax treatment of Options or payments on account of the Withholding Tax Amount made under the Plan and none of the Board, the Corporation, nor any of its Employees or representatives shall have any liability to an Optionee (or his, her or its beneficiaries) with respect thereto.

## **8. TRANSFERABILITY OF OPTIONS**

8.1 **Non-Transferable** - Except as permitted by applicable securities laws and as provided otherwise in this Article 8, Options are non-assignable and non-transferable. No Option granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of by the Optionee, whether voluntarily or by operation of law, otherwise than by testate succession, will or the laws of descent and distribution, and any attempt to do so will cause such Option to terminate and be null and void.

8.2 **Death of Optionee** - Subject to Section 8.3, if the employment of an Optionee as an Employee, the services of a Consultant or an Investor Relations Service Provider, the employment of an Optionee as an Investor Relations Service Provider, or the position of the Optionee as a director or senior officer of the Corporation or any of its Subsidiaries, terminates as a result of such Optionee's death, any Options held by such Optionee shall pass to the Qualified Successor of the Optionee and shall be exercisable by such Qualified Successor until the earlier of (a) a period of not more than one year following the date of such death and (b) the expiry of the Term of the Option.

8.3 **Disability of Optionee** - If the employment of an Optionee as an Employee, the services of a Consultant or an Investor Relations Service Provider, the employment of an Optionee as an Investor Relations Service Provider, or the position of the Optionee as a director or senior officer of the Corporation or any of its Subsidiaries, is terminated by reason of such Optionee's Disability, any Options held by such Optionee that could have been exercised immediately prior to such termination of employment or service shall be exercisable by such Optionee, or by his or her Guardian, until the earlier of (a) a period of not more than six months following the termination of employment, engagement or appointment and (b) the expiry of the Term of the Option. If such Optionee dies within six months after the termination of such employment, engagement or appointment, any Option held by such Optionee that could have been exercised immediately prior to his or her death shall pass to the Qualified Successor of such Optionee, and shall be exercisable by the Qualified Successor until the earlier of six months following the death of such Optionee and the expiry of the Term of the Option.

8.4 **Vesting** - Options held by a Qualified Successor or exercisable by a Guardian shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject. Any Option or portion thereof that is unvested as of such termination shall lapse and not be exercisable.

8.5 **Deemed Non-Interruption of Employment** - Employment shall be deemed to continue intact during any military or sick leave or other *bona fide* leave of absence if the period of such leave does not exceed 180 days or, if longer, for so long as the Optionee's right to reemployment with the Corporation or any of its Subsidiaries is guaranteed either by statute or by contract. If

the period of such leave exceeds 180 days and the Optionee's reemployment is not so guaranteed, then the Optionee's employment shall be deemed to have terminated on the 181<sup>st</sup> day of such leave.

## **9. TERMINATION AND CANCELLATION OF OPTIONS**

9.1 **Termination of Options** - To the extent not earlier exercised or terminated in accordance with Article 8, an Option shall terminate at the earliest of the following dates:

- (a) the expiration of its Term;
- (b) where the Optionee's position as an Employee, a Consultant, a director or a senior officer of the Corporation or any of its Subsidiaries, or an Investor Relations Service Provider, is terminated for Cause, the date of such termination for Cause;
- (c) where the Optionee's position as an Employee, a Consultant, a director or a senior officer of the Corporation or any of its Subsidiaries or an Investor Relations Service Provider terminates for a reason other than the Optionee's Disability or death or for Cause, not more than 90 days after such date of termination, subject to an extension by the Board in its sole discretion of up to one year from the date of termination; and
- (d) the date of any sale, transfer, assignment or hypothecation, or any attempted sale, transfer, assignment or hypothecation, of such Option in violation of Section 8.1.

9.2 **Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement** - If the Optionee retires, resigns or is terminated from employment or engagement with the Corporation or any of its Subsidiaries, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Shares which were not vested at that time or which, if vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

9.3 **Cancellation of Options** - The Board may, with the consent of the Optionee, cancel any outstanding Option. If an Option is cancelled prior to its expiry date, the Corporation shall not grant new Options to the same Optionee until at least 30 days have lapsed from the date of cancellation.

## **10. ADJUSTMENTS TO OPTIONS**

10.1 **Alteration in Capital Structure** - If there is any change in the Shares through or by means of a declaration of stock dividends on the Shares or consolidations, subdivisions or reclassifications of the Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option and the Option Price therefor shall be adjusted proportionately by the Board and, if required, approved by the CSE, and such adjustment shall be effective and binding for all purposes of the Plan.

10.2 **Effect of Amalgamation, Merger or Arrangement** - If the Corporation amalgamates, merges or enters into a plan of arrangement with or into another Corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Optionee would have received upon such amalgamation, merger or arrangement if the Optionee had exercised the Option immediately prior to the record date applicable to such amalgamation, merger or arrangement, and the exercise price shall be adjusted proportionately by the Board, and such adjustment shall be binding for all purposes of the Plan.

10.3 **Change of Control**

(a) Notwithstanding anything else contained in this Plan, if the Corporation proposes to amalgamate, merge or consolidate with any other corporation (otherwise than pursuant to an internal corporate reorganization that would not affect control of the Corporation) or to liquidate, dissolve or wind-up, or in connection with any proposed sale or conveyance of all or substantially all of the property or assets of the Corporation or any proposed offer to acquire all of the outstanding Shares or any other proposed transaction involving the Corporation (in each case, a “**Change of Control**”), the Board may, in its discretion, permit and authorize the accelerated vesting and early exercise of all or any portion of the then outstanding Options in connection with the completion of such Change of Control. Whether or not the Board determines to accelerate the vesting of any Options, the Corporation shall give written notice of any proposed Change of Control to each Optionee. Upon the giving of any such notice, the Optionees shall be entitled to exercise, at any time within the 21-day period following the giving of such notice, all or a portion of those Options granted to such Optionees which are then vested and exercisable in accordance with their terms, as well as any unvested Options which the Board has determined shall be immediately vested and exercisable in connection with the completion of such Change of Control. Unless the Board determines otherwise (in its discretion), upon the expiration of such 21-day period, all rights of the Optionees to exercise any outstanding Options, whether vested or unvested, shall terminate and all such Options shall immediately expire and cease to have any further force or effect, subject to the completion of the relevant Change of Control.

10.4 **Market Fluctuations** - No amount will be paid to, or in respect of, an Optionee under the Plan to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, an Optionee for such purpose. The Corporation makes no representations or warranties to Optionees with respect to the Plan or the Options whatsoever. Optionees are expressly advised that the value of any Options will fluctuate as the trading price of the Shares fluctuates.

**11. APPROVAL, TERMINATION AND AMENDMENT OF PLAN**

11.1 **Shareholder Approval** - Within three years of the Effective Date and within every three years thereafter, the Corporation must obtain Shareholder approval of the Plan and all unallocated options, rights and other entitlements issuable thereunder in order to continue granting Options. The Shareholders’ approval of the Plan or any amendment, if required under applicable securities laws or the policies of the CSE, shall be given by the approval of a majority of the Shareholders of the Corporation present in person or by proxy and entitled to vote at a duly called meeting of the Shareholders and shall, if and only to the extent required under applicable securities laws or the policies of the CSE, be subject to Disinterested Shareholder Approval.

**11.2 Power of Board to Terminate or Amend Plan** - The Board may terminate, suspend or discontinue the Plan at any time or amend or revise the terms of the Plan; provided, however, that, except as provided in Article 10, the Board may not do any of the following without obtaining, within 12 months either before or after the Board's adoption of a resolution authorizing such action, approval of the Shareholders at a meeting duly held in accordance with the applicable corporate laws:

- (a) increase the maximum number of Shares which may be issued under the Plan;
- (b) materially modify the requirements as to eligibility for participation in the Plan;  
or
- (c) materially increase the benefits accruing to participants under the Plan,

however and notwithstanding Section 11.1, the Board may amend the terms of the Plan without obtaining the approval of the Shareholders to (i) comply with the requirements of any applicable regulatory authority, or as a result of changes in the policies of the CSE relating to Security Based Compensation Arrangements, or (ii) make amendments of a "housekeeping" nature, which include amendments relating to the administration of the Plan or to eliminate any ambiguity or correct or supplement any provision herein which may be incorrect or incompatible with any other provision hereof.

**11.3 No Grant During Suspension of Plan** - No Option may be granted during any suspension, or after termination, of the Plan. Amendment, suspension or termination of the Plan shall not, without the consent of the Optionee, alter or impair any rights or obligations under any Option previously granted.

## **12. CONDITIONS PRECEDENT TO ISSUANCE OF SHARES**

**12.1 Compliance with Laws** - Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such Shares shall comply with applicable laws and any regulations of a duly constituted regulatory authority, including, without limitation, any applicable Canadian securities laws and United States' state securities laws, the United States *Securities Act of 1933*, as amended, the United States *Securities Exchange Act of 1934*, as amended, the rules and regulations thereunder and the requirements of any CSE or automated interdealer quotation system of a registered national securities association upon which such Shares may then be listed or quoted, and such issuance shall be further subject to the approval of counsel of the Corporation with respect to such compliance, including the availability of an exemption from the prospectus requirements or from registration for the issuance and sale of such Shares. The inability of the Corporation to obtain from any regulatory body the authority deemed by the Corporation to be necessary for the lawful issuance and sale of any Shares under this Plan, or the unavailability of an exemption from the prospectus requirements or from registration for the issuance and sale of any Shares under this Plan, shall relieve the Corporation of any liability with respect to the non-issuance or sale of such Shares other than with respect to a refund of any Option Price paid.

## **13. NOTICES**

13.1 **Notices** - All notices, requests, demands and other communications required or permitted to be given under this Plan and the Options granted under this Plan shall be in writing and shall be either delivered personally to the party to whom notice is to be given, in which case notice shall be deemed to have been duly given on the date of such personal delivery; emailed, in which case notice shall be deemed to have been duly given on the date the email is sent; or mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party at his or its most recent known address, in which case such notice shall be deemed to have been duly given on the tenth postal delivery day following the date of such mailing.

#### **14. MISCELLANEOUS PROVISIONS**

14.1 **No Shareholder Rights** - An Optionee shall not have any of the rights and privileges of a Shareholder in respect of any of the Shares purchasable upon the exercise of any Option, unless and until such Option has been exercised in accordance with the terms of this Plan (including tendering payment in full of the aggregate Option Price for the Shares and any other amounts payable pursuant to Section 7.5 in respect of which the Option is being exercised) and the Corporation has issued such Shares to the Optionee.

14.2 **Participation Voluntary and No Obligation to Exercise** - Participation by Eligible Persons in this Plan is voluntary and Optionees shall be under no obligation to exercise Options granted under this Plan.

14.3 **No Obligation to Retain Optionee** - Nothing contained in this Plan shall obligate the Corporation or any of its Subsidiaries to retain an Optionee as an Employee, senior officer, director or Consultant for any period, nor shall this Plan interfere in any way with the right of the Corporation or any of its Subsidiaries to reduce such Optionee's compensation.

14.4 **Assignment by the Corporation** - Rights and obligations under the Plan may be assigned by the Corporation to a successor in the business of the Corporation.

14.5 **Personal Information** - Each Optionee shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Optionee acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to the custodian and other third parties in connection with the administration of the Plan. Each Optionee consents to such disclosure and authorizes the Corporation to make such disclosure on the Optionee's behalf.

14.6 **Binding Agreement** - The provisions of this Plan and of each Option Agreement with an Optionee shall be binding upon such Optionee and the Qualified Successor or Guardian of such Optionee.

14.7 **Use of Terms** - Where the context so requires, references herein to the singular shall include the plural, and vice versa, and references to a particular gender shall include either or both genders.

14.8 **Headings** - The headings used in this Plan are for convenience of reference only and

shall not in any way affect or be used in interpreting any of the provisions of this Plan.

14.9 **Severability** - If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange or over the counter market having authority over the Corporation or the Plan (including, without limitation, policies of the CSE), then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

14.10 **Conflict** - In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

14.11 **Governing Law** - This Plan and each Option Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

14.12 **Time of Essence** - Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be, or to operate as, a waiver of the essentiality of time.

14.13 **Entire Agreement** - This Plan and the Option Agreement sets out the entire agreement between the Corporation and each Optionee relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.



## **SCHEDULE B**

### **AUDIT COMMITTEE CHARTER**

The audit committee is a committee of the board of directors to which the board delegates its responsibilities for the oversight of the accounting and financial reporting process and financial statement audits.

The audit committee will:

- (a) review and report to the board of directors of the Company on the following before they are published:
  - (i) the financial statements and MD&A (management discussion and analysis) (as defined in National Instrument 51-102) of the Company, and
  - (ii) the auditor's report, if any, prepared in relation to those financial statements;
- (b) review the Company's annual and interim earnings press releases before the Company publicly discloses this information;
- (c) satisfy itself that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements and periodically assess the adequacy of those procedures;
- (d) recommend to the board of directors:
  - (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, and
  - (ii) the compensation of the external auditor;
- (e) 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 Company, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (f) monitor, evaluate and report to the board of directors on the integrity of the financial reporting process and the system of internal controls that management and the board of directors have established;
- (g) monitor the management of the principal risks that could impact the financial reporting of the Company;
- (h) establish procedures for:
  - (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters, and
  - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters;
- (i) pre-approve all non-audit services to be provided to the Company or its subsidiary entities by the Company's external auditor;

- (j) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company; and
- (k) with respect to ensuring the integrity of disclosure controls and internal controls over financial reporting, understand the process utilized by the Chief Executive Officer and Chief Financial Officer to comply with Multilateral Instrument 52-109.

### **Composition of the Committee**

The committee will be composed of three directors from the Company's board of directors.

All members of the committee will be financially literate as defined by applicable legislation. If, upon appointment, a member of the committee is not financially literate as required, the person will be provided a three month period in which to achieve the required level of literacy.

### **Authority**

The committee has the authority to engage independent counsel and other advisors as it deems necessary to carry out its duties and the committee will set the compensation for such advisors.

The committee has the authority to communicate directly with and to meet with the external auditors and the internal auditor, without management involvement. This extends to requiring the external auditor to report directly to the committee.

### **Reporting**

The reporting obligations of the committee will include:

1. reporting to the board of directors on the proceedings of each committee meeting and on the committee's recommendations at the next regularly scheduled directors' meeting; and
2. reviewing, and reporting to the board of directors on its concurrence with, the disclosure required by Form 52-110F2 in any management information circular prepared by the Company.