CANADIAN GOLDCAMPS CORP.
Suite 1890, 1075 West Georgia Street
Vancouver, BC V6E 3C9

To the Shareholder of Canadian Goldcamps Corp.:

NOTICE IS GIVEN THAT an annual general and special meeting (the "Meeting") of the holders of common shares (the "Shareholders") of Canadian Goldcamps Corp. ("Goldcamps" or the "Company") will be held at Suite 1890 – 1075 West Georgia Street, Vancouver, British Columbia, Canada V6E 3C9 and by teleconference, dial toll free at 1-800-319-7310, Participation Code: 18707, followed by the # sign, on Friday, July 26, 2024, at 11:00 a.m. (Pacific time), for the following purposes:

1. to receive the audited financial statements of the Company for the fiscal year ended December 31, 2020, December 31, 2021, December 31, 2022, December 31, 2023, together with the auditor's report thereon;

2. to fix the number of directors to be elected at the Meeting at three (3) and to elect directors to hold office until the next annual general meeting;

3. to appoint Stern & Lovrics LLP, Chartered Professional Accountants as the Company's auditor for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditor;

4. To consider and, if thought advisable, to adopt a special resolution, with or without variation the Company's Omnibus Long-term Incentive plan, the full text of which is set out in the Management Information Circular dated June 25, 2024 (the "**Circular**");

5. to consider and, if deemed advisable, to adopt a special resolution, the full text of which is included in the accompanying Circular authorizing the Corporation to conduct a non-brokered private placement as more particularly described in the Circular;

6. To consider and, if deemed advisable, to adopt a special resolution, the the full text of which is included in the accompanying Circular authorizing the Company to enterer into a definitive agreement with F4 Uranium Corp., as more particularly described in the Circular.

7. to transact such other business as may properly come before the Meeting or any adjournments thereof.

The Circular accompanies this Notice. The Circular contains details of matters to be considered at the Meeting. The board of directors of the Company (the "**Board of Directors**") has fixed June 21, 2024 as the record date for determining the shareholders who are entitled to vote at the Meeting. Only holders of Common Shares at the close of business on June 21, 2024 will be entitled to receive notice of and to vote at the Meeting.

If you are a registered Shareholder of the Company and are unable to attend the Meeting in person, please complete, date and sign the accompanying form of proxy and deposit it with the Company's transfer agent, Endeavor Trust Corporation, 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, no later than 11:00 a.m. (Pacific Time) on July 24, 2024 or at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of any adjournment or postponement of the Meeting.

If you are a non-registered Shareholder and received this notice ("**Notice**") of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (the "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

Additional information about the Company and its financial statements are also available on the Company's profile at www.sedarplus.ca.

DATED this 25th day of June, 2024.

BY THE ORDER OF THE BOARD OF DIRECTORS OF THE COMPANY

"Michael Taylor"
Interim CEO, Corporate Secretary & Director

CANADIAN GOLDCAMPS CORP.
Suite 1890 – 1075 West Georgia Street
Vancouver, British Columbia, Canada V6E 3C9

Management Information Circular
as at June 25, 2024

This management information circular ("Circular") is furnished in connection with the solicitation of proxies by the management of Canadian GoldCamps Corp. (the "Company" or "GoldCamps") for use at the annual general & special meeting (the "Meeting") of its shareholders (the "Shareholders") to be held on Friday, July 26, 2024 at the time and place and for the purposes set forth in the accompanying Notice of Meeting.

SOLICITATION OF PROXIES

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. All costs of this solicitation will be borne by the Company. These officers and employees will receive no compensation other than their regular salaries but will be reimbursed for their reasonable expenses.

APPOINTMENT AND REVOCATION OF PROXIES

The individual named in the accompanying form of Proxy as the management designee is Mike Taylor, Interim Chief Executive Officer, or failing him, Jason Hawkins, a Director of the Company. A registered Shareholder eligible to vote at the Meeting has the right to appoint a person, who need not be a Shareholder, to attend and act for the Shareholder and on the Shareholder's behalf at the Meeting other than either of the persons designated in the accompanying form of Proxy. If you are returning your proxy, you may designate another proxyholder either by inserting the name of that other person in the blank space provided in the accompanying form of Proxy or by completing another suitable form of proxy. If you are using the internet, you may designate another proxyholder by following the instructions on the website. It is not possible to appoint an alternate proxyholder by phone. If you appoint a proxyholder, other than either of the persons designated in the accompanying form of Proxy, that proxyholder must attend and vote at the Meeting for your vote to be counted. The Company is not sending proxy-related materials using notice and access.

Registered Shareholders are requested to date, sign and return the accompanying form of Proxy for use at the Meeting if they are not able to attend the Meeting personally. To be effective, forms of proxy must be received by the Company's registrar and transfer agent, Endeavor Trust Company (the "**Transfer Agent**"), no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting (namely, by 11:00 a.m. (PST), on **July 24, 2024**) or any adjournment thereof at which the proxy is to be used. Proxies delivered by regular mail should be addressed to Endeavor Trust Company at their offices located at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, by mail, or by fax at 604-559-8908, or by email at proxy@endeavortrust.com. To vote by Internet, follow the online voting instructions given to you and vote over the Internet referring to your 12-digit control number provided on the form of Proxy that was delivered to you**.**

A proxy returned to the Transfer Agent will not be valid unless dated and signed by the registered Shareholder or by the registered Shareholder's attorney duly authorized in writing or, if the registered Shareholder is a corporation or association, the form of Proxy must be executed by an officer or by an attorney duly authorized in writing. If the form of Proxy is executed by an attorney for an individual Shareholder or by an officer or attorney of a Shareholder that is a corporation or association, the instrument so empowering the officer or attorney, as the case may be, or a notarial copy thereof, must accompany the form of Proxy. If not dated, the Proxy will be deemed to have been dated the date that it is mailed to Shareholders.

A registered Shareholder who has given a proxy may revoke it by an instrument in writing duly executed by the registered Shareholder or by the registered Shareholder's attorney duly authorized in writing or, if the registered Shareholder is a corporation or association, by an officer or by an attorney duly authorized in writing and delivered to the registered office of the Company at Suite 1890 – 1075 West Georgia Street, Vancouver, British Columbia, Canada V6E 3C9 at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or of any reconvening thereof, or in any other manner provided by law. A revocation of a proxy will not affect a matter on which a vote is taken before the revocation. In addition, registered Shareholders can also change their vote via the internet.

EXERCISE OF DISCRETION

On a poll, the proxyholder, including the nominees named in the accompanying form of Proxy, will vote or withhold from voting the Common Shares represented thereby in accordance with the instructions of the registered Shareholder on any ballot that may be called for. If a registered Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. The proxy will confer discretionary authority on the nominees named therein with respect to:

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

(b) any other matter, including amendments or variations to any of the matters identified in the accompanying Notice of Meeting, as may properly come before the Meeting or any adjournment thereof.

In respect of a matter for which a choice is not specified in the proxy, or unless otherwise provided for in the proxy, the nominees named in the accompanying form of Proxy will vote Common Shares represented by the proxy for the approval of such matter.

As of the date of this Circular, management of the Company knows of no amendment, variation or other matter that may come before the Meeting, but if any amendment, variation or other matter properly comes before the Meeting, each nominee intends to vote thereon in accordance with the nominee's best judgment.

NON-REGISTERED HOLDERS

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders of the Company are "non-registered" shareholders because the Common 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 Common Shares. More particularly, a person is not a registered shareholder in respect of Common Shares which are held on behalf of that person (the "**Non- Registered Holder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and directors or administrators of self-administered RRSPs, RRIFs, RESPs 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. There are two kinds of Non-Registered Holders - those who object to their name being made known to the Company (called OBOs for "**Objecting Beneficial Owners**") and those who do not object to the Company knowing who they are (called NOBOs for "**Non-Objecting Beneficial Owners**").

The Company is not taking advantage of certain provisions of National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), which permit the Company to directly deliver the Notice of Meeting and Circular (collectively, the "**Meeting Materials**") to NOBOs who have not waived the right to receive them. As a result, NOBOs can expect to receive a scannable voting instruction form (a "**VIF**"), together with the Meeting Materials from Broadridge Investor Communications (“Broadridge”). These VIFs are to be completed and returned to Broadridge in accordance with the instructions. Broadridge is required to follow the voting instructions in a completed VIF properly received from NOBOs. Broadridge will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions to the Transfer Agent prior to the Meeting with respect to the Common Shares represented by the VIFs they receive.

In accordance with the requirements of NI 54-101, the Company has distributed copies of the Meeting Materials to the clearing agencies and Intermediaries for onward distribution to OBOs who have not waived the right to receive them. Very often, Intermediaries will use service companies to forward the meeting materials to OBOs. The Company does not intend to pay for delivery of the Meeting Materials to OBOs. OBOs will not receive the Meeting Materials unless the OBO’s intermediary assumes the cost of delivery. If the OBO’s intermediary assumes the cost of delivery, the Intermediaries or their service companies should provide OBOs with the Meeting Materials and a VIF which, when properly completed and signed by such OBO and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow. The purpose of this procedure is to permit OBOs to direct the voting of the Common Shares that they beneficially own.

If a NOBO wishes to attend the Meeting and vote in person (or have another person attend and vote on behalf of the NOBO), the NOBO should insert the name of the NOBO (or the name of the person that the NOBO wants to attend and vote on the NOBO's behalf) in the space provided on the VIF and return it to the Transfer Agent in accordance with the instructions provided on the VIF. If the Transfer Agent or the Company receives a written request that the NOBO or its nominee be appointed as proxyholder, if management is holding a proxy with respect to Common Shares beneficially owned by such NOBO, the Company must arrange, without expense to the NOBO, to appoint the NOBO or its nominee as proxyholder in respect of those Common Shares. Under NI 54-101, unless corporate law does not allow it, if the NOBO or its

nominee is appointed as proxyholder by the Company in this manner, the NOBO or its nominee, as applicable, must be given the authority to attend, vote and otherwise act for and on behalf of management in respect of all matters that come before the Meeting and any adjournment or postponement of the Meeting. If the Company receives such instructions at least one business day before the deadline for submission of proxies, it is required to deposit the proxy within that deadline, in order to appoint the NOBO or its nominee as proxyholder. If a NOBO requests that the NOBO or its nominee be appointed as proxyholder, the NOBO or its appointed nominee, as applicable, will need to attend the Meeting in person in order for the NOBOs vote to be counted.

If an OBO wishes to attend the Meeting and vote in person (or have another person attend and vote on behalf of the OBO), the OBO should insert the OBO's name (or the name of the person the OBO wants to attend and vote on the OBO's behalf) in the space provided for that purpose on the request for voting instructions form and return it to the OBO's intermediary or send the intermediary another written request that the OBO or its nominee be appointed as proxyholder. The intermediary is required under NI 54-101 to arrange, without expense to the OBO, to appoint the OBO or its nominee as proxyholder in respect of the OBO's Common Shares. Under NI 54-101, unless corporate law does not allow it, if the intermediary makes an appointment in this manner, the OBO or its nominee, as applicable, must be given authority to attend, vote and otherwise act for and on behalf of the intermediary (who is the registered shareholder) in respect of all matters that come before the Meeting and any adjournment or postponement of the Meeting. An intermediary who receives such instructions at least one business day before the deadline for submission of proxies is required to deposit the proxy within that deadline, in order to appoint the OBO or its nominee as proxyholder. If an OBO requests that the intermediary appoint the OBO or its nominee as proxyholder, the OBO or its appointed nominee, as applicable, will need to attend the Meeting in person in order for the OBO's vote to be counted.

Only registered Shareholders have the right to revoke a Proxy. Non-registered Shareholders that wish to change their voting instructions must, in sufficient time in advance of the Meeting, contact the Transfer Agent or their Intermediary to arrange to change their voting instructions.

FORWARD-LOOKING INFORMATION

This Circular may contain statements that, to the extent they are not statements of historical fact, constitute forward-looking information and forward-looking statements (collectively referred to herein as "**forward-looking statements**") which reflect the current view of GoldCamps with respect to the Company's objectives, plans, goals, strategies, future growth, results of operations, financial and operating performance business prospects and opportunities.

Wherever used, the words "may", "will", "anticipate", "intend", "expect", "estimate", "plan", "believe" and similar expressions identify forward-looking statements. Forward-looking statements should not be read as guarantees of future events, performance or results, and will not necessarily be accurate indications of whether, or the times at which, such events, performance or results will be achieved. All of the statements and information in this Circular containing forward-looking statements are qualified by these cautionary statements. These forward-looking statements include statements regarding the completion of the Significant Transaction and Private Placement (as defined herein), including the timing of completion.

Forward-looking statements are based on information available at the time they are made, underlying estimates and assumptions made by management and management's good faith belief with respect to future events, performance and results, and are subject to inherent risks and uncertainties surrounding future expectations generally. Actual results and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-

looking statements contained in this Circular. Such risks and uncertainties include, but are not limited to the completion of the Significant Transaction and Private Placement, the final purchase price for the Significant Transaction changing, the board of directors of the Company (the "**Board of Directors**" or the "**Board**") deciding not to proceed with the Significant Transaction and/or the Private Placement, the market price and liquidity of the Common Shares, government regulation of the Company's business, state of the public markets, global economic conditions, and dependence of key personnel, among other things.

The Company cautions readers that this list of factors is not exhaustive and that should certain risks or uncertainties materialize, or should underlying estimates or assumptions prove incorrect, actual events, performance and results may vary significantly from those expected. There can be no assurance that the actual results, performance, events or activities anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the Company. Readers are urged to consider these factors carefully in evaluating forward-looking statements and are cautioned not to place undue reliance on any forward-looking statements. The forward-looking statements are provided as of the date hereof, and the Company disclaims any obligation to update any such factors or to publicly announce the result of any revisions to any of the forward-looking statements contained herein to reflect future results, events or developments. The forward-looking statements contained herein are expressly qualified by this cautionary statement. You should also carefully consider the matters discussed under "*Risk Factors*" in the Company's management's discussion and analysis ("**MD&A**") filed on SEDAR+ at www.sedarplus.ca.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

Outstanding Securities and Voting Rights

The authorized share structure of the Company consists of an unlimited number of Common Shares without par value. As of June 21, 2024, the Company had outstanding 12,697,667 Common Shares, each carrying the right to one vote. Only Shareholders of record at the close of business on June 21, 2024, who either attend the Meeting in person or complete and deliver a form of proxy in the manner and subject to the provisions described above, will be entitled to vote or to have their Common Shares voted at the Meeting.

Record Date

The Board of Directors has fixed June 21, 2024 as the record date for the purpose of determining holders of Common Shares entitled to receive notice of and to vote at the Meeting. Any Shareholder of record at the close of business on the record date is entitled to vote the Common Shares registered in such Shareholder's name at that date on each matter to be acted upon at the Meeting.

Principal Holders of Securities

To the knowledge of the directors and executive officers of the Company, as of June 21, 2024 no person or entity beneficially owned or controlled or directed, directly or indirectly, Common Shares carrying 10% or more of the voting rights, other than:

Name of Shareholder	Number of Common Shares Owned	Percentage of Outstanding Common Shares (1)

CDS & Co [2]	10,026,110[3]	78.96%

Notes:

(1) Based on 12,697,667 Common Shares issued and outstanding as of the date of this Circular.

(2) CDS & Co is a share depository, the beneficial ownership of which is unknown to the Company.

(3) The above information was supplied by the Transfer Agent as of the record date.

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast at the Meeting is required to pass the special resolutions described herein. If there are more nominees for election as directors or appointment of the Company's auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled all such nominees will be declared elected or appointed by acclamation.

At the Meeting, Shareholders will also be asked to consider, and if thought advisable, to pass a special resolution approving the Significant Transaction and the Offering (as defined herein). In order to be effective, these resolutions to be passed at this Meeting are required to be passed by not less than two-thirds (2/3) of the votes cast by Shareholders present in person or by proxy at the Meeting.

AUDITED FINANCIAL STATEMENTS

The audited financial statements of the Company for the fiscal period ended December 31, 2023, December 31, 2022, December 31, 2021 and December 31, 2020, and the report of the auditors on those statements ("**Audited Financial Statements**") will be placed before the Meeting. Receipt at the Meeting of the Audited Financial Statements of the Company will not constitute approval or disapproval of any matters referred to in those statements. No vote will be taken on the Audited Financial Statements. These Audited Financial Statements are available at www.sedarplus.ca.

Pursuant to National Instrument 51-102 *Continuous Disclosure Obligations and National Instrument 54- 101 Communication with Beneficial Owners of Securities of a Reporting Issuer*, both of the Canadian Securities Administrators, a person or corporation who in the future wishes to receive annual and interim financial statements from the Company must deliver a written request for such material to the Company. Shareholders who wish to receive annual and interim financial statements are encouraged to complete the appropriate section on the Request form attached to this Circular and send it to the Transfer Agent.

NUMBER OF DIRECTORS

The articles of the Company provide for a Board of no fewer than three directors and no greater than a number as fixed or changed from time to time by special resolution passed by the Shareholders.

At the Meeting, Shareholders will be asked to pass an special resolution to set the number of directors of the Company for the ensuing year at three (3). The number of directors will be approved if the affirmative vote of the majority of Common Shares present or represented by proxy at the Meeting and entitled to vote, are voted in favour to set the number of directors at three (3).

Management recommends the approval of the resolution to set the number of directors of GoldCamps at three (3).

ELECTION OF DIRECTORS

At present, the directors of the Company are elected at each annual meeting and hold office until the next annual meeting or until their successors are duly elected or appointed in accordance with the Company's articles or until such director's earlier death, resignation or removal. In the absence of instructions to the contrary, the enclosed form of proxy will be voted for the nominees listed in the proxy, all of whom are presently members of the Board.

Nominees

The following table sets forth for each of the persons proposed to be nominated for election as directors their name, city, province/state and country of residence; their principal occupations or employment; the date on which they became directors of the Company; their independence; their memberships with the applicable committees of the Company. The Company currently has one committee which is the Audit Committee.

In addition, the table shows the nominees' current equity ownership consisting of Common Shares beneficially owned, directly or indirectly, or controlled or directed, and options credited to, each nominee. For additional information regarding compensation, options, equity ownership, and current directorships, please refer to the Statement of Executive Compensation attached hereto as Schedule "A".

Name of Nominee; Current Position with the Company and Province or State and Country of	Principal Occupation [2]	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled [3]
Maciej Lis [1] Director *Ontario, Canada*	Mr. Lis is a corporate advisor/business consultant in Toronto, Ontario.	February 1, 2017	Nil (0%)
Jason Hawkins [1] Director Ontario, Canada	See "Details of Directors Not Previously Elected by a Shareholder" below	April 15, 2024	Nil (0%)
Michael Taylor [1][2] Director, Interim CEO Corporate Secretary New Brunswick, Canada	See "Details of Directors Not Previously Elected by a Shareholder" below	April 15, 2024	Nil (0%)

Notes:

1. Member of Audit Committee
2. Chair of the Audit Committee

3. The information as to Common Shares beneficially owned, has been furnished by the respective person, or has been obtained from SEDI or SEDAR+

DETAILS OF DIRECTORS NOT PREVIOUSLY ELECTED BY A SHAREHOLDER VOTE

Michael Taylor

Mr. Taylor, bringing over 40+ years of project generation and management experience in the exploration industry in Canada, is a Professional Geologist, and founding director of SLAM Exploration Ltd. Since completing his Bachelor of Science at University of New Brunswick in 1980, Mr. Taylor has been involved in the exploration and development of gold and base metals for various mining companies. He is a former director of the Prospectors and Developers Association of Canada Mr. Taylor was awarded “New Brunswick Prospector of the Year” for the Maisie gold discovery in 2012.

Jason Hawkins

Mr. Hawkins brings over 25+ years of capital markets experience in both investment and merchant banking. Over the course of his career, he has advised companies in the mining, oil and gas, technology and healthcare sectors. Mr. Hawkins has been the President of Pelorus Capital Corp. since 2016.

Management recommends the approval of each of the nominees listed above for election as a director of GoldCamps for the ensuing year.

Management does not contemplate that any of its nominees will be unable to serve as directors. If any vacancies occur in the slate of nominees listed above before the Meeting, then the Designated Persons intend to exercise discretionary authority to vote the Common Shares represented by proxy for the election of any other persons as directors.

Cease Trade Orders, Bankruptcies or Sanctions

Except as described below, to the knowledge of the Company, no director or executive officer as of the date hereof, no Nominee:

1. is, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Company) that:

    (a) was subject to a cease trade order or similar order or an order that denied the Company access to any statutory exemptions for a period of more than 30 consecutive days (an "**Order**"), which was issued while the proposed director or executive officer was acting in the capacity as director, CEO or CFO; or

    (b) was subject to an Order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO; or

2. a director or executive officer of any company (including GoldCamps) and any personal holding company of the proposed director) 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.

Mr. Lis served as an independent director of Cleantech Power Corp. which on June 2, 2023 was subject to a cease trade order. The cease trade order is for failure to file financial statements and is still in effect, it was issued by the British Columbia Securities Commission along with corresponding failure to file cease trade orders from any reciprocal provincial securities commission that the company was reporting to on the same date.

Mr. Hawkins was appointed as an independent director of Intrusion Precious Metals Corp. on September 7, 2023, which on January 12, 2023 was subject to a cease trade order. The cease trade order is for failure to file financial statements and is still in effect, it was issued by the British Columbia Securities Commission along with corresponding failure to file cease trade orders from any reciprocal provincial securities commission that the company was reporting to on the same date.

Bankruptcies

To the best of the Company's knowledge, no proposed director of the Company is, or within ten (10) years before the date of this Circular, has been a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets or made a proposal under any legislation relating to bankruptcies or insolvency.

Personal Bankruptcies

To the best of the Company's knowledge, no proposed director of the Company has, within ten (10) years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Securities Related Penalties and Sanctions

To the best of the Company's knowledge, no proposed director has been subject to, or entered into a settlement agreement resulting from:

- a court order relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

AUDIT COMMITTEE DISCLOSURE

National Instrument 52-110 of the Canadian Securities Administrators ("**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.

The Audit Committee Charter

The Company adopted an audit committee charter on April 24, 2020, the text of which is included as Schedule "E" to this Circular.

Composition of the Audit Committee

As of the date of this Circular, the following are the members of the Audit Committee:

Audit Committee Members		
Michale Taylor	Not-Independent	Financially literate
Maciej Lis	Independent	Financially literate
Jason Hawkins	Independent	Financially literate

Relevant Education and Experience

Michael Taylor: Mr. Taylor has significant public markets experience, in both his private practice and in his capacity as management and director of Canadian public issuers.

Maciej Lis: Mr. Lis received an Honors Degree in Economics from the University of Toronto and currently holds interests in various sales, distribution and logistics companies which he helped build over the preceding decade. Mr. Lis has also previously acted in a number of business development and investor communication roles for both public and private small-cap and mid-cap natural resource sector companies operating globally.

Jason Hawkins: Mr. Hawkins has over 25 years of capital market experience in both investment and merchanted banking.

Audit Committee Oversight

Since the commencement of Goldcamps' most recently completed financial year, the Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

At no time since the commencement of the most recently completed financial year, has the Company relied on the exemption in sections 2.4 (De Minimis Non-Audit Services), 3.2 (Initial Public Offerings), 3.4 (Events Outside Control of Member), 3.5 (Death, Disability or Resignation of Audit Committee Member) of NI 52- 110, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Reliance on the Exemption in Subsection 3.3(2) or Section 3.6

At no time since the commencement of the most recently completed financial year, has the Company relied on the exemption in subsection 3.3(2) (Controlled Companies) or section 3.6 (Temporary Exemption for Limited and Exception Circumstances) of NI 52-110.

Reliance on Section 3.8

At no time since the commencement of the most recently completed financial year, has the Company relied on section 3.8 (Acquisition of Financial Literacy) of NI 52-110.

Reliance on Section 6.1

Pursuant to section 6.1 of NI 52-110, as a venture issuer the Company is relying on the exemption from the audit committee composition requirements and certain reporting obligations found in Parts 3 and 5 of NI 52- 110.

Pre-Approval Policies and Procedures

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

External Auditor Service Fees

In the following table, “audit fees” are fees billed by the Company’s external auditor for services provided in auditing the Company’s annual financial statements for the subject year. “Audit-Related Fees” are fees not included in audit fees that are billed by the Auditor for assurance and related services that are reasonably related to the performance of the audit review of the Company’s financial statements. “Tax Fees” are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. “All Other Fees” are fees billed by the Auditor for products and services not included in the foregoing categories.

The aggregate fees billed by the Auditor in the last two fiscal years, by category, are as set out in the table below.

Financial Year Ended December 31	Audit Fees ($)	Audit-Related Fees ($)	Tax Fees ($)	All Other Fees ($)
2022	15,000	350	1,600	-
2023	16,000	360	1,500	-

CORPORATE GOVERNANCE

Maintaining a high standard of corporate governance is a priority for the Board and the Company's management believes that effective corporate governance will help create and maintain shareholder value in the long term. A description of the Company's corporate governance practices, which addresses the matters set out in National Instrument 58-101 *Disclosure of Corporate Governance Practices*, is set out below.

Board of Directors

The Board facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board.

Independence of Directors

As a venture issuer, Goldcamps is exempt from the independence requirements of NI 52-110, Part 3.

Directorships

The current directors of Goldcamps and each of the individuals to be nominated for election as a director of Goldcamps at the Meeting may serve as a director or officer of one or more other reporting issuers as at the date of this Notice of Meeting and Circular. However, the Company's directors are required by law to act honestly and in good faith with a view to the Company's best interests and to disclose any interests which they may have in any of the Company's projects or opportunities. If a conflict of interest arises at a meeting of the Board, any director in a conflict will disclose his or her interest and abstain from voting on such matter. In determining whether or not we will participate in any project or opportunity, that director will primarily consider the degree of risk to which the Company may be exposed and its financial position at that time.

The following directors of the Company also serve as directors of other reporting issuers:

Director	Other Reporting Issuer(s)
Michael Taylor	Slam Exploration Ltd. MegumaGold Corp.
Maciej Lis	Gold'n Futures Mineral Corp. Musk Ventures Ltd.
Jason Hawkins	Intrusion Precious Metals Corp.

To the best of the Company's knowledge, there are no known existing or potential conflicts of interest among the Company's promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

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, but does encourage directors to individually and as a group keep themselves informed

on changing corporate governance and legal issues. Directors are individually responsible for updating their skills as required to meet their obligations as directors. In addition, the Board undertakes strategic planning sessions with management.

Ethical Business Conduct

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

Nomination of Directors

The Board is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of Shareholders.

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 conducts reviews with regard to the compensation of the directors and CEO once a year. To make its recommendations on such compensation, the Board informally takes into account the types of compensation and the amounts paid to directors and officers of comparable publicly traded Canadian companies.

At present, no compensation is paid to the directors of the Company in their capacity as directors. The Board does not currently have a compensation committee.

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 the Board and 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.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out those securities of GoldCamps which have been authorized for issuance under equity compensation plans, as at its previous year end:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by the securityholders	Nil	N/A	1,269,767
Equity compensation plans not approved by the securityholders	N/A	N/A	N/A
Total	**Nil**		**1,269,767**

APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to pass an special resolution re-appointing Stern & Lovrics LLP., Chartered Professional Accountants as the auditor to hold office until the next annual meeting of the Shareholders or until such firm is removed from office or resigns as provided by law and to authorize the Board to fix the remuneration to be paid to the auditor. Stern & Lovrics LLP, Chartered Professional Accountants, of North York, Ontario has served as the auditor for GoldCamps since April 2, 2015.

Management recommends that Shareholders vote for the approval of the re-appointment of Stern & Lovrics LLP., Chartered Professional Accountants as the auditor for GoldCamps for the ensuing year at a remuneration to be fixed by the Board.

PARTICULARS OF MATTERS TO BE VOTED UPON

1. OMNIBUS LONG-TERM INCENTIVE PLAN ("LTIP")

The Company proposes to replace its current Stock Option Plan and RSU Plan with an omnibus long term incentive plan (the "**LTIP**") which allows for a variety of equity-based awards that provide different types of incentives to be granted to directors, executive officers, employees and consultants. The LTIP facilitates granting of Options, RSUs and PSUs each representing the right to receive one Common Share (and in the case of RSUs and PSUs one Common Share, the cash equivalent of one Common Share, or a combination thereof) in accordance with the terms of the LTIP. In addition, the LTIP provides for the granting of RSUs, Options and DSUs (together with Options, RSUs and PSUs, "**Awards**") to non-executive directors. The following discussion is summary in nature and is qualified in its entirety by the text of the LTIP. Capitalized terms in this section of the Circular not defined herein have the same meaning ascribed thereto in the LTIP, a copy of which is attached at Schedule "B" of this Circular.

Under the terms of the LTIP, the Board, may grant Awards to eligible participants. Awards may be granted at any time and from time to time in order to (i) increase participants' interest in the Company's welfare; (ii) provide incentives for participants to continue their services; and (iii) reward participants for their performance of services. Participation in the LTIP is voluntary and, if an eligible participant agrees to participate, the grant of Awards will be evidenced by a grant agreement with each such participant. No Awards and no rights or interests therein may be

assigned, transferred, sold, exchanged, encumbered, pledged or otherwise hypothecated or disposed of by a participant other than by testamentary disposition or the laws of intestate succession. A participant may designate a beneficiary, in writing, to receive any benefits that are provided under the LTIP upon the death of such participant.

The LTIP provides that appropriate adjustments, if any, will be made by the Board in connection with a reclassification, reorganization or other change of Common Shares, consolidation, distribution, merger or amalgamation, in the Common Shares issuable or amounts payable to preclude a dilution or enlargement of the benefits under the LTIP. In the event that a participant receives Common Shares in satisfaction of an Award during a black-out period, such participant shall not be entitled to sell or otherwise dispose of such Common Shares until such black-out period has expired.

The maximum number of Common Shares reserved for issuance, in the aggregate, under the LTIP will be 20% of the aggregate number of Common Shares issued and outstanding at any time and from time to time; provided that for the purposes of calculating the maximum number of Common Shares reserved for issuance under the LTIP and any other security-based compensation arrangement, any issuance from treasury by the Company that is issued in reliance upon an exemption under applicable stock exchange rules applicable to equity based compensation arrangements used as an inducement to person(s) or company(ies) not previously employed by and not previously an insider of the Company shall not be included. The following are the participation limits under the LTIP:

- The aggregate number of Common Shares (i) issued to insiders (as a group) under the LTIP or any other proposed or established share-based compensation arrangement within any 12-month period and (ii) issuable to insiders (as a group) at any time under the LTIP or any other proposed or established share-based compensation arrangement, shall in each case not exceed 20% of the aggregate number of issued and outstanding Common Shares, or such other number as may be approved by the Shareholders of the Company from time to time.

- The aggregate number of Common Shares (i) issued to any Person (as defined in the LTIP) under the LTIP or any other proposed or established share-based compensation arrangement within any 12-month period and (ii) issuable to any Person at any time under the LTIP or any other proposed or established share-based compensation arrangement, shall in each case not exceed 5% of the aggregate number of issued and outstanding Common Shares, or such other number as may be approved by the Shareholders of the Company from time to time.

- The aggregate number of Common Shares (i) issued to a Consultant (as defined in the LTIP) under the LTIP or any other proposed or established share-based compensation arrangement within any 12-month period and (ii) issuable to a Consultant at any time under the LTIP or any other proposed or established share-based compensation arrangement, shall in each case not exceed 2% of the aggregate number of issued and outstanding Common Shares, or such other number as may be approved by the Shareholders of the Company from time to time.

- The aggregate number of Common Shares (i) issued to an Investor Relations Service Provider (as defined in the LTIP) under the LTIP or any other proposed or established share-based compensation arrangement within any 12-month period and (ii) issuable pursuant to all Options granted to an Investor Relations Service Provider at any time under the LTIP or any other proposed or established share-based compensation arrangement,

shall in each case not exceed 10% of the aggregate number of issued and outstanding Common Shares, or such other number as may be approved by the Shareholders of the Company from time to time.

The LTIP provides that Options will vest as determined by the Board. Initially, it is expected that Options granted under the LTIP will vest in three equal instalments with 1/3 vesting upon grant and 1/3 vesting upon each of the first and second anniversary dates of grant. The exercise price of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the closing price of the Common Shares on the stock exchange for which the Company has applied to list its Common Shares, on the day prior to the date of grant (the "**Market Value**"). An Option shall be exercisable during a period established by the Board which shall commence on the date of the grant and shall terminate no later than ten years after the date of the granting of the Option or such shorter period as the Board may determine. The LTIP will provide that the exercise period shall automatically be extended if the date on which it is scheduled to terminate shall fall during a black-out period. In such cases, the extended exercise period shall terminate 10 business days after the last day of the blackout period.

In order to facilitate the payment of the exercise price of the Options, the LTIP has a cashless exercise feature pursuant to which a participant may elect to undertake either a broker assisted "cashless exercise" or a "net exercise" subject to the procedures set out in the LTIP, including the consent of the Board, where required and the following calculation:

X=Y* (A-B) / A
Where:

X = the number of Common Shares to be issued to the participant

Y = the number of Common Shares underlying the Options to be surrendered

A = the market value of the Common Shares as at the date of the surrender

B = the exercise price of such Options

With respect to RSUs, unless otherwise approved by the Board and except as otherwise provided in a participant's grant agreement or any other provision of the LTIP, it is expected that RSUs, PSUs will vest as to 1/3 upon grant and 1/3 on each of the first and second anniversary dates of their grant. Except as otherwise provided in a participant's grant agreement or any other provision of the LTIP, all vested RSUs and PSUs will be settled as soon as practicable following the date on which the vesting and/or performance criteria are met, but in all cases prior to (i) three years following the date of grant, if such RSUs or PSUs are settled by payment of cash or through purchases by the Company on the participant's behalf on the open market, or (ii) 10 years following the date of grant, if such RSUs or PSUs are settled by issuance of Common Shares from treasury.

With respect to DSUs, unless otherwise approved by the Board and except as otherwise provided in a participant's grant agreement or any other provision of the LTIP, DSUs will vest in full on the date of grant and will become exercisable upon the non-executive director's separation from the Company until 90 days from such date.

With respect to DSUs, RSUs and/or PSUs (but excluding Options), when dividends (other than stock dividends) are paid on the Company's Common Shares, participants holding DSUs, RSUs and/or PSUs will receive additional DSUs, RSUs and/or PSUs, as applicable ("Dividend Share Units") as of the dividend payment date. The number of Dividend Share Units to be granted to the

participant will be determined by multiplying the aggregate number of DSUs, RSUs and/or PSUs, as applicable, held by the participant by the dollar amount of the dividend paid by the Company on each common share, and dividing the result by the Market Value on the dividend payment date. Dividend Share Units will be in the form of DSUs, RSUs and/or PSUs, as applicable and will be subject to the same vesting conditions applicable to the related DSUs, RSUs and/or PSUs.

The following table describes the impact of certain events upon the rights of holders of awards under the Omnibus Long-Term Incentive Plan, including termination for cause, resignation, retirement, termination other than for cause, and death or long-term disability, subject to the terms of a participant's employment agreement, grant agreement and the change of control provisions described below:

Event Provisions	Options
Termination for cause	Immediate forfeiture of all vested and unvested Awards
Resignation/ Retirement/ Termination other than for cause/ No longer serving as a director	Forfeiture of all unvested Options and the earlier of the original expiry date and 90 days after resignation to exercise vested Options or such longer period as the Board may determine in its sole discretion.
Death or disability	Forfeiture of all unvested Options and the earlier of the original expiry date and 12 months after date of death or long-term disability to exercise vested Options or such longer period as the Board may determine in its sole discretion

In the event of a change of control, all unvested Awards then outstanding will, as applicable, be substituted by or replaced with awards of the surviving corporation (or any affiliate thereof) or the potential successor (or any affiliate thereto) (the "continuing entity") on the same terms and conditions as the original Awards, subject to appropriate adjustments that do not diminish the value of the original Awards. If, upon a change of control, the continuing entity fails to agree to such substitution, or replacement, the vesting of all then outstanding Awards (and, if applicable, the time during which such Awards may be exercised) will be accelerated in full.

Despite anything else to the contrary in the LTIP, in the event of a potential change of control, the Board will have the power, in its sole discretion, to modify the terms of the LTIP and/or the Awards to assist the participants in tendering to a take-over bid or other transaction leading to a change of control. For greater certainty, in the event of a take-over bid or other transaction leading to a change of control, the Board has the power, in its sole discretion, to accelerate the vesting of Awards and to permit participants to conditionally exercise their Awards, such conditional exercise to be conditional upon the take-up by such offeror of the Common Shares or other securities tendered to such take-over bid in accordance with the terms of the take-over bid (or the effectiveness of such other transaction leading to a change of control). If, however, such potential change of control is not completed within the time specified, then (i) any conditional exercise of vested Awards will be deemed to be null, void and of no effect, and such conditionally exercised Awards will for all purposes be deemed not to have been exercised, and (ii) Awards that had vesting accelerated will be returned by the participant to the Company and reinstated as authorized but unissued Common Shares and the original terms applicable to such Awards will be reinstated.

The Board may, in its sole discretion, suspend or terminate the LTIP at any time, or from time to time, amend, revise or discontinue the terms and conditions of the LTIP or of any Award granted under the LTIP and any grant agreement relating thereto, subject to any required regulatory, shareholder approval, provided that such suspension, termination, amendment, or revision will: (i) not adversely alter or impair any Award previously granted except as permitted by the terms of the LTIP or (ii) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Company and any other stock exchange upon which the Company has applied to list its Common Shares.

Subject to the matters set forth below, the Board may from time to time, in its discretion and without the approval of shareholders, make changes to the LTIP or any Award that do not require the approval of shareholders which may include but are not limited to:

(a) a change to the vesting provisions of any Award granted under the LTIP;

(b) a change to the provisions governing the effect of termination of a participant's employment, contract or office;

(c) a change to accelerate the date on which any Award may be exercised under the LTIP;

(d) an amendment of the LTIP or an Award as necessary to comply with applicable law or the requirements of any exchange upon which the securities of the Company are then listed or any other regulatory authority;

(e) any amendment of a "housekeeping" nature, including without limitation those made to clarify the meaning of an existing provision of the LTIP or any agreement, correct or supplement any provision of the LTIP that is inconsistent with any other provision of the LTIP or any agreement, correct any grammatical or typographical errors or amend the definitions in the LTIP regarding administration of the LTIP; or

(f) any amendment regarding the administration of the LTIP.

Notwithstanding the foregoing or any other provision of the LTIP, shareholder approval is required for the following amendments to the LTIP:

(a) any increase in the maximum number of Common Shares that may be issuable from treasury pursuant to awards granted under the LTIP, subject to certain permitted adjustments;

(b) any reduction in the exercise price of an Award benefitting an insider, subject to certain permitted adjustments;

(c) any extension of the expiration date of an Award benefitting an insider which will require disinterested shareholder approval;

(d) any amendment to remove or to exceed the insider participation limit; and

(e) any amendment to these amending provisions.

The foregoing description of the LTIP is intended as a summary only. The summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the LTIP, a copy of which is set out in Schedule "B" of this Circular.

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, to pass an special resolution to approve the adoption of LTIP by the Company.

Adoption of the LTIP is subject to the approval of Shareholders at the Meeting and final acceptance from the stock exchange upon which the Company has applied to list its Common Shares.

The LTIP Resolution, which, to be effective, pursuant to Exchange policies, must be passed by not less than a majority of the votes cast by Shareholders at the Meeting.

The text of the special resolution approving the LTIP is as follows:

"**BE IT RESOLVED** as an special resolution that:

1. the Company's Omnibus long-term incentive plan (the "**LTIP**"), as more particularly described in the Information Circular dated June 25, 2024, be and is hereby approved and confirmed, including the reservation for issuance under the LTIP Plan of that number of Common Shares which may be granted from time to time;

2. the Company be and is hereby authorized to make such amendments, if any, in order that the LTIP complies with applicable policies of any regulatory authority; and

3. any one director or officer of the Company be and are hereby authorized and directed to make all such filings, cause all such documents, instruments and other writings to be executed and delivered and to cause all such acts and things to be done, all for and on behalf of the Company, as the Board may consider necessary or desirable to give effect to the foregoing resolution."

The Company's management believes that the approval of the LTIP is in the best interest of the Company and recommends that shareholders of the Company vote in favour of approving the LTIP.

Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Omnibus LTIP resolution.

2. SIGNIFICANT TRANSACTION – Option Agreement with F4 Uranium Corp.

The Company entered into a definitive agreement dated May 29, 2024 (the "**Agreement**") with F3 Uranium Corp's wholly-owned subsidiary, F4 Uranium Corp. ("**F4**") to earn up to a 70% interest in and to F4's Murphy Lake Property (the "**Property**") in the Athabasca Basin, Saskatchewan (the "**Transaction**"). The Property is located in the north-eastern corner of the Athabasca Basin, 30 km north-west of Orano's McLean Lake deposits, 5 km south of IsoEnergy's Hurricane Uranium Deposit and covers approximately 6.1 square kilometers of land.

If completed, the Transaction will constitute a "fundamental change" of GoldCamps pursuant to the policies of the Canadian Securities Exchange (the "**CSE**"). As a result, the Transaction requires approval of the majority of the shareholders of the Company. Upon completion of the Transaction, GoldCamps intends to be listed on the CSE as a mining issuer and will principally focus on the exploration and development of the Property. The resulting issuer that will exist upon completion of the Transaction (the "**Resulting Issuer**") and will operate under a new name to be determined by the Company.

The Transaction is an arm's length transaction. Upon closing of the Transaction (the "**Closing**") and the Financings (as defined below), it is expected that F4 will hold approximately 9.9% of the Common Shares of the Resulting Issuer, current shareholders of GoldCamps will hold approximately 28.1% of the Common Shares of the Resulting Issuer and new shareholders as a result of the Financings will hold approximately 62% of the Common Shares of the Resulting Issuer.

Under the rules of the CSE, the Company's Common Shares will remain halted until closing of the Transaction.

Terms of the Transaction

To earn an initial 50% in and to the Property (the "**Initial Option**"), GoldCamps made a non-refundable cash payment of $100,000 to F4 pursuant to the letter of intent dated February 13, 2024. In consideration for entering into the Agreement, GoldCamps shall make a further non-refundable cash payment of $200,000 to F4 on July 26, 2024, the date for which the Company expects to obtain shareholder approval (the "**Initial Payment Date**") of the Transaction. In order to maintain the Initial Option in good standing, the Company shall make additional and non-refundable cash payments to F4 in the aggregate of $600,000 according to the following schedule:

(a) $150,000 on or before the date that is six (6) months after the Initial Payment Date;

(b) $150,000 on or before the date that is twelve (12) months after the Initial Payment Date;

(c) $150,000 on or before the date that is eighteen (18) months after the Initial Payment Date; and

(d) $150,000 on or before the date that is twenty-four (24) months after the Initial Payment Date.

To maintain the Initial Option in good standing, GoldCamps shall incur the following aggregate expenditures totaling $10,000,000 according to the following schedule:

(a) total cumulative expenditures of $5,000,000 on or before the date that is twelve (12) months after the Initial Payment Date; and

(b) additional expenditures of $5,000,000 on or before the date that is twenty-four (24) months after the Initial Payment Date.

All expenditures required to be made by the Company may be made on a "make or pay" basis (i.e. GoldCamps may either make the required expenditures or pay F4 in cash for any shortfall, such cash payment to be made within 30 days of the end of the period for which such expenditures are required to be made pursuant to the Agreement) in order to maintain the Initial Option in good standing, but none of the expenditures are firm commitments. Expenditures incurred in any one-year period in excess of the minimum amounts can be carried over to the next year. All subsequent eligible expenditures will be applied as assessment credits toward the Property with applicable governmental authorities.

In order to maintain the Initial Option in good standing, GoldCamps shall, on or before the date that is ten (10) business days after the date that GoldCamps has completed one or more equity financings to raise gross proceeds totalling at least $6,000,000 (collectively, the "**Financings**"), issue from treasury to F4 for no additional consideration that number of Common Shares equal to 9.9% of the total number of Common Shares that are issued and outstanding as of such issuance date. All Common Shares issued will be issued as fully paid and non-assessable free and clear of all encumbrances, subject only to a four- month resale restriction imposed by applicable securities legislation. Failure to issue the Common Shares to F4 in accordance with the schedule will result in the termination of the Initial Option.

Upon the Company earning a 50% interest in and to the Property, both parties agree to participate in a joint venture for the further exploration and development of the Property, and, if deemed warranted, to bring the Property or a portion thereof into commercial production by establishing and operating a mine.

To earn an additional 20% interest in and to the Property (for a total 70% interest in and to the Property) (the "**Bump up Option**"), the Company must make the following cash payments and property expenditures:

1. $250,000 on or before the date that is thirty (30) months after the Initial Payment Date; and
2. $250,000 on or before the date that is thirty-six (36) months after the Initial Payment Date; and
3. incurring additional expenditures of $8,000,000 on or before the date that is thirty-six (36) months after the Initial Payment Date. Notwithstanding the foregoing, the Company, at its option, may make a cash payment to F4 in lieu of any portion of the required expenditures at any time.

Upon the Company exercising the Initial Option and Bump up Option (if applicable), F4 shall receive a 2% net smelter return ("**NSR**"), provided that the Company shall be responsible only for the percentage of the NSR equal to its percentage interest in the Property. Therefore, if the Company obtains the Initial Interest, it shall be responsible for 50% of the NSR royalty; and if the Company obtains the Initial Option and Bump up Option, it shall be responsible for 70% of the NSR royalty.

Pursuant to the CSE policies, the Company must obtain shareholder approval of the Transaction.

Recommendation of the Board of Directors

The Board of Directors of the Company, unanimously approved and determined that the Significant Transaction is in the best interests of the Company and unanimously recommends that the Shareholders vote their Common Shares in favour of the Transaction (as defined above). In addition, the Board of Directors unanimously recommends that the Shareholders vote their Common Shares in favour of the issuance of Common Shares.

In reaching its conclusion that the Transaction is in the best interests of the Company, and in making its recommendation to Shareholders, the Board of Directors considered and relied upon a number of factors, including:

1. The Transaction must be passed by a majority of votes cast at the Meeting in person or by proxy by the Shareholders.

2. The terms of the Agreement is the result of a comprehensive negotiation process.

The Board of Director's reasons for recommending the Transaction include certain assumptions relating to forward-looking information, and such information and assumptions are subject to various risks. See "*Cautionary Statement Regarding Forward-Looking Statements*" and "*Risk Factors*" in this Circular.

The foregoing summary of the information and factors considered by the Board of Directors of the Company is not intended to be exhaustive. In view of the variety of factors and the amount of information considered in connection with its evaluation of the Transaction, the Board of Directors did not find it practical to, and did not, quantify or otherwise attempt to assign any relative weight to each specific factor considered in reaching its conclusion and recommendation.

The Board of Directors' recommendation was made after considering all of the above- noted factors and in light of the Board of Directors' knowledge of the business, financial condition and prospects of the Company. In addition, individual members of the Board of Directors may have assigned different weights to different factors.

Approval of the Transaction

The closing of the Transaction is subject to the approval of Shareholders at the Meeting and final acceptance from the Exchange.

The Transaction Resolution, which, to be effective, pursuant to Exchange policies, must be passed by not less than a majority of the votes cast by Shareholders at the Meeting.

The text of the special resolution approving the Transaction is as follows:

"BE IT RESOLVED as an special resolution that:

1 the purchase of up to a 70% interest by Canadian Gold Camp (the "**Company"**) in the Murphy Lake Uranium Property located in Athabasca Basin, Saskatchewan, Canada, pursuant to the definitive agreement dated May 29, 2024, between the Company, F3 Uranium Corp's wholly-owned subsidiary, F4 Uranium Corp. ("**F4**"). (the "**Option Agreement**") as set out in Schedule "C" hereto, is hereby authorized and approved;

2 the execution and delivery of the Option Agreement and the performance of the obligations by the Company thereunder are hereby authorized, ratified and confirmed;

3 notwithstanding that this resolution has been passed by the shareholders of the Company, the directors of the Company are hereby authorized and empowered, at their discretion, without further notice to or approval of the shareholders of the Company:

   a. to amend the Option Agreement or any agreement ancillary thereto to the extent permitted by the terms of the Option Agreement or such ancillary agreement; and

   b. subject to the terms of the Option Agreement, not to proceed with the Asset Purchase.

4 the cash payments, share issuances and expenditures noted in the Option Agreement be and are hereby approved;

5 any director or officer of the Company is hereby authorized to execute and deliver all agreements, documents, instruments and writings, for, in the name and on behalf of the Company (whether under its corporate seal or otherwise), to pay all such expenses and to take all such other actions as in the sole discretion of such director or officer are necessary or desirable in order to fully carry out the intent and accomplish the purpose of this resolution upon such terms and conditions as may be approved from time to time by the Board of Directors of the Company, such approval to be conclusively evidenced by the signing of such agreements, documents, instruments and writings by such director or officer.

The Company's management believes that the approval of the Transaction is in the best interest of the Company and recommends that shareholders of the Company vote in favour of approving the Transaction.

Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Transaction Resolution.

Management recommends that the Shareholders vote in favour of the Transaction Resolution.

3. NON-BROKERED PRIVATE PLACEMENT

Prior to the completion of the Transaction, GoldCamps is desirous in completing a non-brokered private placement (the "**Offering**"). The Offering would consist of (i) up to 16,000,000 hard dollar Subscription Receipts ("**HD Subscription Receipts**") at a price of C$0.25 per HD Subscription Receipt (the "**Issue Price**") and (ii) up to 16,000,000 charity flow-through Subscription Receipts ("**CFT Subscription Receipts**" and together with the HD Subscription Receipts, the "**Subscription Receipts**" or "**Offered Securities**") to be sold to charitable purchasers at a minimum price of C$0.25 per CFT Subscription Receipt (the "**CFT Price**"). Each HD Subscription Receipt and CFT Subscription Receipt would be deemed automatically exercised (for no further consideration and with no further action on the part of the holder thereof) upon the satisfaction of the Escrow Release Conditions on or before the Escrow Release Deadline (each as defined below) for one common share of the Company (a "**Share**") and one Share to be issued as a "flow-through share" (a "**Charity FT Share**"), respectively. The Offered Securities represent an increase of 213% of the Company's current issued share capital.

The total gross proceeds of the Offering will be deposited in escrow (the "**Escrowed Funds**") with Endeavor Trust Corporation (the "**Subscription Receipt Agent**") pending completion of the Transaction. Release of the Escrowed Funds will be conditional upon satisfaction of the following conditions (together, the "**Escrow Release Conditions**"): (i) approval of the Transaction by GoldCamps shareholders; (ii) closing of the Transaction; and (iii) the receipt of all required regulatory approvals.

If the Escrow Release Conditions are not satisfied prior to December 31, 2024, then the Subscription Receipt Agent will return the Escrowed Funds to each holder of the Subscription Receipts in an amount equal to the aggregate subscription price for the Subscription Receipts paid by such holder, together with a pro rata portion of the interest earned on the Escrowed Funds, and the Subscription Receipts will be cancelled with no further force or effect.

The proceeds of the Offering will be used for exploration and related expenditures respecting the Property and working capital purposes. An amount equal to the gross proceeds from the issuance of the CFT Subscription Receipts will be used to incur "Canadian exploration expenses" as defined in the Income Tax Act (Canada) that will qualify as "flow-through mining expenditures", as defined in subsection 127(9) of the Income Tax Act (Canada) (the "**Qualifying Expenditures**"). Such Qualifying Expenditures will be incurred on or before December 31, 2025 and an amount of such Qualifying Expenditures equal to the gross proceeds from the issuance of the CFT Subscription Receipts will be renounced by the Corporation to the subscribers of the CFT Subscription Receipts with an effective date no later than December 31, 2024. In the event that the Corporation is unable to renounce the CFT Price on or prior to December 31, 2024 for each CFT Subscription Receipt purchased and/or if the amount of the Qualifying Expenditures are reduced upon assessment or reassessment by the Canada Revenue Agency, the Corporation will as sole recourse for such failure to renounce, indemnify each purchaser of CFT Subscription Receipts for the additional taxes payable by such subscriber to the extent permitted by the Income Tax Act (Canada) as a result of the Corporation's failure to renounce the Qualifying Expenditures as agreed.

Pursuant to the CSE policies, the Company must obtain shareholder approval of the Offering.

Approval of the Private Placement

The closing of the Private Placement is subject to the approval of Shareholders at the Meeting and final acceptance from the Exchange.

The Private Placement Resolution, which, to be effective, pursuant to Exchange policies, must be passed by not less than a majority of the votes cast by Shareholders at the Meeting.

The text of the special resolution approving the Transaction is as follows:

"BE IT RESOLVED as an special resolution that:

1. The Company is hereby authorized and approved to close a non-brokered private placement (the "**Offering**") of (i) up to 16,000,000 hard dollar Subscription Receipts ("**HD Subscription Receipts**") at a price of C$0.25 per HD Subscription Receipt and (ii) up to 16,000,000 charity flow-through Subscription Receipts ("**CFT Subscription Receipts**" and together with the HD Subscription Receipts, the "**Subscription Receipts**" or "**Offered Securities**") to be sold to charitable purchasers at a minimum price of C$0.25 per CFT Subscription Receipt for gross proceeds to the Company of up to $8,000,000;

2. The total gross proceeds of the Offering will be deposited in escrow (the "**Escrowed Funds**") with Endeavor Trust Corporation (the "**Subscription Receipt Agent**") pending completion of the transaction to acquire up to a 70% interest in and to the Murphy Lake Property (the "Transaction"). Release of the Escrowed Funds will be conditional upon satisfaction of (i) approval of the Transaction by Shareholders; (ii) closing of the Transaction; and (iii) the receipt of all required regulatory approvals.

3. any director or officer of the Company is hereby authorized to execute and deliver all agreements, documents, instruments and writings, for, in the name and on behalf of the Company (whether under its corporate seal or otherwise), to pay all such expenses and to take all such other actions as in the sole discretion of such director or officer are necessary or desirable in order to fully carry out the intent and accomplish the purpose of this resolution upon such terms and conditions as may be approved from time to time by the Board of Directors of the Company, such approval to be conclusively evidenced by the signing of such agreements, documents, instruments and writings by such director or officer.

Recommendation of the Board of Directors

The Board of Directors of the Company, unanimously approved and determined that the Offering is in the best interests of the Company and unanimously recommends that the Shareholders vote their Common Shares in favour of the Offering.

RISK FACTORS

Risks Factors Relating to the Company

For a discussion of certain risks relating to an investment in Common Shares, please refer to the risk factors discussed under "*Risk Factors*" in the Company's MD&A filed on SEDAR+ at www.sedarplus.ca.

Failure to obtain Shareholder approval

If the any Resolution is not approved by the necessary majority of Shareholders at the Meeting, voting in person or by proxy, the transaction(s) contemplated thereby will not be completed. There can be no certainty, nor can the Company provide any assurance, that the requisite Shareholder approval of the either resolution will be obtained. If Resolution #2 and #3 are not completed, the Company will continue to face the significant risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in the section entitled "*Risk Factors*" in the Company's MD&A for the year ended December 31, 2023, which can be found on the Company's profile on SEDAR+ at www.sedarplus.ca.

The Board of Directors may decide not to proceed with the Significant Transaction and the Offering

Notwithstanding the Shareholders approving the Resolutions, the Board of Directors will retain the discretion not to proceed with the transactions contemplated by the Resolutions if it determines that such transaction is no longer in the best interests of the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors, executive officers and employees and former directors, executive officers, and employees is, as of the most recently completed financial year, indebted to either the Company or any of its subsidiaries nor are any of these individuals indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company or any of its subsidiaries.

No director or executive officer of the Company, nor any associate or affiliate of any of the foregoing, has at any time since the beginning of the Company's last completed financial year been indebted to the Company or any of its subsidiaries nor have any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of management of the Company, except as described herein, no director or executive officer of the Company, no person who beneficially owns, directly or indirectly, Common Shares carrying 10% or more of the voting rights attached to all outstanding Common Shares of the Company (each of the foregoing being an "**Informed Person**"), no director or executive officer of an entity that is itself an Informed Person or a subsidiary of the Company, and no associate or affiliate of any of the foregoing has any material interest, direct or indirect, in any transaction since the beginning of the Company's last completed financial year or in any proposed transaction which, in either case, has materially affected or would materially affect the Company or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

To the knowledge of management of the Company, other than as described herein, no director or executive officer of the Company at any time since the beginning of the last completed financial year of the Company, no proposed nominee for election as a director of the Company and no associate or affiliate of any of the foregoing has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

No director, executive officer or proposed nominee for election as director of the Company, and no or associate or affiliate of any such person, has any material interest, direct or indirect, by way or of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than as described below.

MANAGEMENT CONTRACTS

The management functions of the Company and its subsidiaries are not performed to any substantial degree by any person or company other than the directors and executive officers of the Company or its subsidiaries.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on SEDAR+ at www.sedarplus.ca. Financial information regarding the Company is provided in the Company's annual audited comparative consolidated financial statements for the financial year ended December 31, 2023 and the auditors' report thereon together with the corresponding MD&A.

Copies of the annual audited comparative consolidated financial statements, as well as additional copies of this Circular, may be obtained upon request from the Company at Suite 1890 – 1075 West Georgia Street, Vancouver, British Columbia, Canada V6E 3C9.

APPROVAL OF DIRECTORS

The contents and the sending of the accompanying Notice of Meeting and this Circular have been approved by the Board of Directors of the Company.

DATED June 25 2024

(signed) *"Michael Taylor"*

Michael Taylor
Interim CEO, Corporate Secretary and Director

SCHEDULE "A"

STATEMENT OF EXECUTIVE COMPENSATION

SCHEDULE 1

CANADIAN GOLD CAMPS CORP.
(the "Company")

STATEMENT OF EXECUTIVE COMPENSATION

This section of the Information Circular dated June 25, 2024 explains how the Company's executive compensation program is designed and operated with respect to the Company's named executive officers ("**NEOs**") defined as follows:

(a) a chief executive officer ("**CEO**") of the Company;
(b) a chief financial officer ("**CFO**") of the Company;
(c) each of the Company's three most highly compensated executive officers of the Company including any of its subsidiaries, 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 as determined in accordance with subsection 1.3(6) of Form 51-102F6, for the fiscal years ended December 31, 2021; 2022 and 2023; 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 or its subsidiaries, nor acting in a similar capacity at the fiscal year ended December 31, 2021, 2022 and 2023.

The Company's NEOs as at the year ended December 31, 2021 were Brendan Purdy and Vick Rosenthal. At the years ended December 31, 2022 and December 31, 2023, the NEO was Brendan Purdy.

Director and NEO compensation, excluding compensation securities

The following table provides a summary of compensation paid, directly or indirectly, for each of the three most recently completed financial years, to the directors and NEOs of the Company, other than compensation securities:

Table of compensation excluding compensation securities							
Name and Position	**Year Ended December 31**	**Salary, Consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of Perquisites ($)**	**Value of all other compensation ($)**	**Total Compensation $**
Brendan Purdy [(1)] *Interim CEO, CFO, Secretary & Director*	2023 2022 2021	30,000 30,000 30,000	- - -	- - -	- - -	- - -	30,000 30,000 30,000
Vicki Rosenthal[(2)] *CFO & Director*	2023 2022 2021	n/a - -	n/a - -	n/a - -	n/a - -	n/a - -	n/a - -
Maciej Lis *Director*	2023 2022 2021	- - -	- - -	- - -	- - -	- - -	- - -
David Garofalo[(3)] *Former Director*	2023 2022 2021	n/a n/a -	n/a n/a -	n/a n/a -	n/a n/a -	n/a n/a -	n/a n/a -

Notes:

(1) Mr. Purdy was appointed a director on December 12, 2016 and Interim CEO and Interim CFO on January 21, 2021. Mr. Purdy resigned all positions with Goldcamps on April 15, 2024.
(2) Ms. Rosenthal was appointed a director and CFO of the Company on May 19, 2017 and resigned January 21, 2021.
(3) Mr. Garofalo was appointed a director on August 13, 2020 and resigned May 17, 2021

Stock Options and Other Compensation Securities

There were no compensation securities granted or issued to named executive officers and directors by the Company (or any subsidiary, as applicable) in the most recently completed three financial years for services provided or to be provided, directly or indirectly, to the Company (or any subsidiary, as applicable):

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by any director or NEO of the Company during its most recently completed three financial years.

External Management Companies

None of the NEOs or directors of the Company has been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with The Company to provide executive management services to the Company, directly or indirectly.

Stock Option Plans and Other Incentive Plans

The Company has approved an incentive stock option plan (the "**Stock Option Plan**"). A summary of the material provisions of the Stock Option Plan is set forth below. The definitive Stock Option Plan will be available for inspection at the Meeting. The Board believes that the Stock Option Plan is in the Company's best interests and recommends that the Shareholders approve the Stock Option Plan.

The exercise price of the Common Shares subject to each option shall be determined by the Board of Directors but in no event shall such exercise price be lower than the exercise price permitted by policies of the Canadian Securities Exchange. No single participant may be granted stock options to purchase a number of Common Shares ("**Options**") equaling more than 5% of the issued Common Shares in any one 12-month period without disinterested Shareholder approval. Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Common Shares in any 12-month period to any one consultant of the Company.

Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Common Shares in any 12-month period to employees of the Company conducting investor relations activities. The maximum term of any stock Options granted may not exceed 10 years. If the Common Shares are increased, decreased or changed through re-organization, merger, re-capitalization, reclassification, stock dividend, subdivision or consolidation, an appropriate adjustment shall be made by the Board of Directors in the number of Options issued and the exercise price per Option.

As at December 31, 2021, 2022 and 2023, there were no stock options granted or outstanding under the Stock Option Plan

The Stock Option Plan is a "rolling" stock option plan as the aggregate number of Common Shares reserved for issuance upon the exercise of the Options pursuant to the Stock Option Plan is such number of Common Shares as is equal to 10% of the total number of Common Shares issued and outstanding from time to time.

Employment, consulting and management agreements

The Company has not entered into any other contract, agreement, plan or arrangement that provides for payments to a NEO or a director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement a change in control of The Company or a change in an NEOs or directors' responsibilities.

Oversight and description of director and named executive officer compensation

The Company does not have a formal compensation program. The general objectives of the Company's compensation strategy are to: (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (b) align management's interests with the long-term interests of shareholders; (c) provide a compensation package that is proportionate with other junior companies in the mining and development sector to enable the Company to attract and retain talent; and (d) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is a junior Company without a history of earnings.

The Board ensures that total compensation paid to all directors and NEOs is fair and reasonable. The Board relies on the experience of its members as officers and directors of other junior mining companies in assessing compensation levels. The Company's process for determining executive compensation will be done on a case-by-case basis and will involve discussion by the Board of the factors the Board deems relevant to each case. There are not expected to be any formally defined objectives, benchmarks, criteria and analysis that will be used in all cases.

The Company has not placed a restriction on the purchase by its directors, NEOs or other employees of financial instruments (including pre-paid variable forward contracts, equity swaps, collars or units of exchange funds) that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly by the director, NEO or employee. To the Company's knowledge, none of the directors or NEOs have purchased any such financial instruments.

The Board has not considered the implications of the risks associated with the Company's compensation program. The Company intends to formalize its compensation policies and practices and will take into consideration the implications of the risks associated with the Company's compensation program and how it might mitigate those risks.

Pension Disclosure

The Company does not have a pension plan that provides for payments or benefits to the directors or NEOs at, following, or in connection with retirement.

SCHEDULE "B"

LONG-TERM INCENTIVE PLAN

SCHEDULE B

CANADIAN GOLDCAMPS CORP.

OMNIBUS LONG-TERM INCENTIVE PLAN

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CANADIAN GOLDCAMPS CORP.

OMNIBUS LONG-TERM INCENTIVE PLAN

CANADIAN GOLDCAMPS CORP. (the "**Company**") hereby establishes an Omnibus Long-Term Incentive Plan for certain qualified directors, officers, employees and Consultants (as defined herein), providing ongoing services to the Company and/or its Subsidiaries (as defined herein) that can have a significant impact on the Company's long-term results.

ARTICLE 1—DEFINITIONS

Section 1.1 Definitions.

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Act**" means the *Business Corporations Act* (British Columbia) and the regulations thereto;

"**Affiliates**" has the meaning given to this term in the *Securities Act* (British Columbia), as such legislation may be amended, supplemented or replaced from time to time;

"**Associate**", where used to indicate a relationship with a Participant, means (i) any partner of that Participant and (ii) the spouse of that Participant and that Participant's children, as well as that Participant's relatives and that Participant's spouse's relatives, if they share that Participant's residence;

"**Award Agreement**" means, individually or collectively, an Option Agreement, RSU Agreement, PSU Agreement, DSU Agreement and/or the Employment Agreement, as the context requires;

"**Awards**" means Options, RSUs, PSUs and/or DSUs granted to a Participant pursuant to the terms of the Plan;

"**Black-Out Period**" means the period of time required by applicable law when, pursuant to any policies or determinations of the Company, securities of the Company may not be traded by Insiders or other specified persons, as applicable;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Broker**" has the meaning ascribed thereto in Section 3.7(1) hereof;

"**Business Day**" means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in British Columbia for the transaction of banking business;

"**Cancellation**" has the meaning ascribed thereto in Section 2.4(1) hereof;

"**Cash Equivalent**" means:

(a) in the case of Share Units, the amount of money equal to the Market Value multiplied by the number of vested Share Units in the Participant's Account, net of any applicable taxes in accordance with Section 8.4, on the Share Unit Settlement Date;

(b) in the case of DSU Awards, the amount of money equal to the Market Value multiplied by the whole number of DSUs then recorded in the Participant's Account which the Non-

Employee Director requests to redeem pursuant to the DSU Redemption Notice, net of any applicable taxes in accordance with Section 8.4, on the date the Company receives, or is deemed to receive, the DSU Redemption Notice;

"**Change of Control**" means unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

(a) any transaction (other than a transaction described in clause (b) below) pursuant to which any person or group of persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company's then issued and outstanding securities entitled to vote in the election of directors of the Company, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Company under any of the Company's equity incentive plans.

(b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(c) the sale, lease, exchange, license or other disposition of all or substantially all of the Company's assets to a person other than a person that was an Affiliate of the Company at the time of such sale, lease, exchange, license or other disposition;

(d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re-arrangement);

(e) individuals who, on the Effective Date, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of the Plan, be considered as a member of the Incumbent Board; or

(f) any other matter determined by the Board to be a Change of Control.

"**Code of Business Ethics and Conduct**" means any code of ethics adopted by the Company, as modified from time to time;

"**Company**" means CANADIAN GOLDCAMPS CORP., a corporation existing under the *Business Corporations Act* (British Columbia);

"Compensation Committee" means the Compensation Committee of the Board or an equivalent committee of the Board;

"**Consultant**" means a Person (including an individual whose services are contracted for through another Person) with whom the Company or a Subsidiary has a written contract for services for an initial, renewable or extended period of twelve months or more;

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

"**Dividend Share Units**" has the meaning ascribed thereto in Section 6.2 hereof;

"**DSU**" means a deferred share unit, which is a bookkeeping entry equivalent in value to a Share credited to a Participant's Account in accordance with Article 4 hereof;

"**DSU Agreement**" means a written notice from the Company to a Participant evidencing the grant of DSUs and the terms and conditions thereof, substantially in the form set out in Schedule "A", or such other form as the Board may approve from time to time;

"**DSU Redemption Deadline**" has the meaning ascribed thereto in Section 4.2(1) hereof;

"**DSU Redemption Notice**" has the meaning ascribed thereto in Section 4.2(1) hereof;

"**Eligible Participants**" has the meaning ascribed thereto in Section 2.3(1) hereof;

"**Employment Agreement**" means, with respect to any Participant, any written employment agreement between the Company or a Subsidiary and such Participant;

"**Exchange**" means the CSE, TSX, TSXV and such other stock exchange on which the Shares may be listed;

"**Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise or settle a particular Award, if applicable;

"**Exercise Price**" has the meaning ascribed thereto in Section 3.2 hereof;

"**Expiry Date**" has the meaning ascribed thereto in Section 3.4 hereof;

"**Insider**" means a "reporting insider" of the Company as defined in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions* and the policies of the Exchange in respect of the rules governing security-based compensation arrangements, each as amended from time to time;

"**Investor Relations Activities**" has the meaning as set out in the Manual of the Exchange;

"**Investor Relations Service Provider**" includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

"**Market Value**" means at any date when the market value of Shares of the Company is to be determined, the closing price of the Shares on the trading day prior to such date on the Exchange, or if the Shares of the Company are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith based on the reasonable application of a reasonable valuation method not inconsistent with Canadian tax law;

"**Non-Employee Director**s" means members of the Board who, at the time of execution of an Award Agreement, if applicable, and at all times thereafter while they continue to serve as a member of the Board, are not officers or employees of the Company or a Subsidiary;

"**Option**" means an option granted by the Company to a Participant entitling such Participant to acquire one Share from treasury at the Exercise Price, but subject to the provisions hereof;

"**Option Agreement**" means a written notice from the Company to a Participant evidencing the grant of Options and the terms and conditions thereof, substantially in the form set out in Schedule "B", or such other form as the Board may approve from time to time;

"**Participants**" means Eligible Participants that are granted Awards under the Plan;

"**Participant's Account**" means an account maintained to reflect each Participant's participation in RSUs, PSUs and/or DSUs under the Plan;

"**Performance Criteria**" means criteria established by the Board which, without limitation, may include criteria based on the Participant's personal performance, the financial performance of the Company and/or of its Subsidiaries and/or achievement of corporate goals and strategic initiatives, and that may be used to determine the vesting of the Awards, when applicable;

"**Performance Period**" means the period determined by the Board pursuant to Section 5.3 hereof;

"**Person**" means, without limitation, an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a trustee executor, administrator, or other legal representative, and pronouns which refer to a Person shall have a similarly extended meaning;

"**Plan**" means this Omnibus Long-Term Incentive Plan, as amended and restated from time to time;

"**PSU**" means a right awarded to a Participant to receive a payment in the form of Shares (or the Cash Equivalent) as provided in Article 4 hereof and subject to the terms and conditions of the Plan;

"**PSU Agreement**" means a written notice from the Company to a Participant evidencing the grant of PSUs and the terms and conditions thereof, substantially in the form set out in Schedule "C", or such other form as the Board may approve from time to time;

"**Regulatory Authorities**" means the Exchange and all securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation;

"**RSU**" means a restricted share unit awarded to a Participant to receive a payment in the form of Shares (or the Cash Equivalent) as provided in Article 5 hereof and subject to the terms and conditions of the Plan;

"**RSU Agreement**" means a written notice from the Company to a Participant evidencing the grant of RSUs and the terms and conditions thereof, substantially in the form set out in Schedule "C", or such other form as the Board may approve from time to time;

"**Share Compensation Arrangement**" means a stock option, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more Eligible Participants of the Company or a Subsidiary. For greater certainty, a "Share Compensation Arrangement" does not include a

security based compensation arrangement used as an inducement to person(s) or company(ies) not previously employed by and not previously an Insider of the Company;

"**Shares**" means the common shares in the capital of the Company;

"**Share Unit**" means a RSU and/or PSU, as the context requires;

"**Share Unit Settlement Notice**" means a notice by a Participant to the Company electing the desired form of settlement of vested RSUs or PSUs;

"**Share Unit Vesting Determination Date**" has the meaning described thereto in Section 5.4 hereof;

"**Subsidiary**" means a corporation which is a subsidiary of the Corporation as defined under the Act;

"**Surrender**" has the meaning ascribed thereto in Section 3.7(3);

"**Surrender Notice**" has the meaning ascribed thereto in Section 3.7(3);

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

"**Termination Date**" means (i) with respect to a Participant who is an employee or officer of the Company or a Subsidiary, such Participant's last day of active employment and does not include any period of statutory, reasonable or contractual notice or any period of deemed employment or salary continuance, (ii) with respect to a Participant who is a Consultant, the date such Consultant ceases to provide services to the Company or a Subsidiary, and (iii) with respect to a Participant who is a Non-Employee Director, the date such Person ceases to be a director of the Company or Subsidiary, effective on the last day of the Participant's actual and active Board membership whether such day is selected by agreement with the individual, unilaterally by the Corporation and whether with or without advance notice to the Participant, provided that if a Non-Executive Director becomes an employee of the Company or any of its Subsidiaries, such Participant's Termination Date will be such Participant's last day of active employment and does not include any period of statutory, reasonable or contractual notice or any period of deemed employment or salary continuance, and "**Terminate**" and "**Terminated**" have corresponding meanings.

"**Trading Day**" means any day on which the Exchange is opened for trading;

"**transfer**" includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, lien, charge, pledge, encumbrance, grant of security interest or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing and "**transferred**", "**transferring**" and similar variations have corresponding meanings;

"**TSX**" means the Toronto Stock Exchange; and

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

ARTICLE 2—PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

Section 2.1 Purpose of the Plan.

The purpose of the Plan is to advance the interests of the Company by: (i) providing Eligible Participants with additional incentives; (ii) encouraging share ownership by such Eligible Participants; (iii) increasing the proprietary interest of Eligible Participants in the success of the Company; (iv) promoting growth and profitability of the Company; (v) encouraging Eligible Participants to take into account long-term corporate performance; (vi) rewarding Eligible Participants for sustained contributions to the Company and/or significant performance achievements of the Company; and (vii) enhancing the Company's ability to attract, retain and motivate Eligible Participants.

Section 2.2 Implementation and Administration of the Plan.

(1) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by the Compensation Committee. If the Compensation Committee is appointed for this purpose, all references to the term "Board" will be deemed to be references to the Compensation Committee, except as may otherwise be determined by the Board.

(2) Subject to the terms and conditions set forth in the Plan, the Board shall have the sole and absolute discretion to: (i) designate Participants; (ii) determine the type, size, and terms, and conditions of Awards to be granted; (iii) determine the method by which an Award may be settled, exercised, canceled, forfeited, or suspended; (iv) determine the circumstances under which the delivery of cash with respect to an Award may be deferred either automatically or at the Participant's or the Board's election; (v) interpret and administer, reconcile any inconsistency in, correct any defect in, and supply any omission in the Plan and any Award granted under, the Plan; (vi) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Board shall deem appropriate for the proper administration of the Plan; (vii) accelerate the vesting, delivery, or exercisability of, or payment for or lapse of restrictions on, or waive any condition in respect of, Awards; and (viii) make any other determination and take any other action that the Board deems necessary or desirable for the administration of the Plan or to comply with any applicable law.

(3) No member of the Board will be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan, any Award Agreement or other document or any Awards granted pursuant to the Plan.

(4) The day-to-day administration of the Plan may be delegated to such officers and employees of the Company as the Board determines.

(5) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions regarding the Plan or any Award or any documents evidencing any Award granted pursuant to the Plan shall be within the sole discretion of the Board, may be made at any time, and shall be final, conclusive, and binding upon all persons or entities, including, without limitation, the Company, any Subsidiary, any Participant, any holder or beneficiary of any Award, and any shareholder of the Company.

Section 2.3 Eligible Participants.

(1) The Persons who shall be eligible to receive Options, RSUs and PSUs shall be the officers, employees or Consultants of or to the Company or a Subsidiary, providing ongoing services to the Company and/or its Subsidiaries, and the Persons who shall be eligible to receive DSUs, RSUs and Options shall be the Non-Employee Directors (collectively, "**Eligible Participants**").

(2) Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship, employment or appointment with the Company or a Subsidiary.

(3) Notwithstanding any express or implied term of the Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee of employment or appointment by the Company or a Subsidiary.

(4) For security based compensation granted to or issued to Employees, Consultants or Management Company Employees, the Company and Participant represent respectively that each will ensure and confirm that the Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be.

Section 2.4 Shares Subject to the Plan.

(1) Subject to Section 2.4(2) and subject to adjustment pursuant to provisions of Article 7 hereof, the total number of Shares reserved and available for grant and issuance pursuant to Awards under the Plan, and pursuant to awards or grants under any other Share Compensation Arrangement of the Company, shall not exceed ten percent (10%) of the total issued and outstanding Shares from time to time, or such other number as may be approved by the Exchange and the shareholders of the Company from time to time. For the purposes of this Section 2.4(1), in the event that the Company cancels or purchases to cancel any of its issued and outstanding Shares ("**Cancellation**") and as a result of such Cancellation, the Company exceeds the limit set out in this Section 2.4(1), no approval of the Company's shareholders will be required for the issuance of Shares on the exercise of any Options which were granted prior to such Cancellation. The Plan is considered an "evergreen" plan, since the Shares covered by Awards which have been exercised shall be available for subsequent grants under the Plan and the number of Awards available to grant increases as the number of issued and outstanding Shares increases from time to time.

(2) For greater certainty, any issuance of Awards by the Company that is or was granted and issued in reliance upon an exemption under applicable stock exchange rules applicable to security based compensation arrangements used as an inducement to Persons not previously employed by and not previously an Insider of the Company shall not be included in determining the maximum Shares reserved and available for grant and issuance under Section 2.4(1).

(3) Shares in respect of which an Award is exercised, granted under the Plan (or any other Share Compensation Arrangement) but not exercised prior to the termination of such Award, not vested or settled prior to the termination of such Award due to the expiration, termination, cancellation or lapse of such Award, or settled in cash in lieu of settlement in Shares, shall, in each case, be available for Awards to be granted thereafter pursuant to the provisions of the Plan. All Shares issued from treasury pursuant to the exercise or the vesting of the Awards granted under the Plan shall, when the applicable Exercise Price, if any, is received by the Company in connection therewith, be so issued as fully paid and non-assessable Shares.

Section 2.5 Participation Limits.

(1) Subject to adjustment pursuant to provisions of Article 7 hereof, the aggregate number of Shares (i) issued to Insiders (as a group) under the Plan or any other proposed or established Share Compensation Arrangement within any 12 month period and (ii) issuable to Insiders (as a group) at any time under the Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed ten percent (10%) of the total issued and outstanding Shares of the Company, calculated from the date of grant. Any Awards granted pursuant to the Plan to a Participant exceeding the limits set out in this Section 2.5 must receive the requisite disinterested shareholder approval pursuant to the policies of the Exchange.

(2) Subject to adjustment pursuant to provisions of Article 7 hereof, the aggregate number of Shares (i) issued to any Person under the Plan or any other proposed or established Share Compensation Arrangement within any 12 month period and (ii) issuable to any Person at any time under the Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed five percent (5%) of the total issued and outstanding Shares of the Company, calculated from the date of grant. Any Awards granted pursuant to the Plan to a Participant exceeding the limits set out in this Section 2.5 must receive the requisite disinterested shareholder approval pursuant to the policies of the Exchange.

(3) Subject to adjustment pursuant to provisions of Article 7 hereof, the aggregate number of Shares (i) issued to a Consultant under the Plan or any other proposed or established Share Compensation Arrangement within any 12 month period and (ii) issuable to a Consultant at any time under the Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed two percent (2%) of the total issued and outstanding Shares of the Company, calculated at the date of grant.

(4) Subject to adjustment pursuant to provisions of Article 7 hereof, the aggregate number of Shares (i) issued to an Investor Relations Service Provider under the Plan or any other proposed or established Share Compensation Arrangement within any 12 month period and (ii) issuable pursuant to all Options granted to an Investor Relations Service Provider at any time under the Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed two percent (2%) of the total issued and outstanding Shares of the Company, calculated at the date of grant."

ARTICLE 3—OPTIONS

Section 3.1 Nature of Options.

Each Option is an option granted by the Company to a Participant entitling such Participant to acquire one Share from treasury at the Exercise Price, subject to the provisions hereof. No other securities based compensation granted under the Plan other than Options will be granted to an Investor Relations Service Provider.

Section 3.2 Option Awards.

(1) The Board shall, from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) determine the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the "**Exercise Price**"), (iv) determine the relevant vesting provisions (including Performance Criteria, if applicable) and (v) determine the Expiry Date, the whole subject to the terms and conditions prescribed in the Plan, in any Option Agreement and any applicable rules of the Exchange.

(2) All Options granted herein shall vest in accordance with the terms of the resolutions of the Board approving such Options and the terms of the Option Agreement entered into in respect of such Options.

Section 3.3 Exercise Price.

The Exercise Price for Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the Market Value of such Shares at the time of the grant; notwithstanding which any reduction in the Exercise Price for the Shares that are subject of any Option, if the Participant is an Insider of the Company at the time of the proposed amendment, must receive disinterest shareholder approval."

Section 3.4 Expiry Date; Blackout Period.

Subject to Section 7.2, each Option must be exercised no later than ten (10) years after the date the Option is granted or such shorter period as set out in the Participant's Option Agreement, at which time such Option will expire (the "**Expiry Date**"). Notwithstanding any other provision of the Plan, each Option that would expire during or within ten (10) Business Days immediately following a Black-Out Period so long as the Company formally imposes a formal blackout period failing which the term of the Option will not automatically be extended and no automatic extension will be permitted where the Company is subject to a cease trade order.

Section 3.5 Option Agreement.

Each Option must be confirmed by an Option Agreement. The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any Regulatory Authority. Notwithstanding any other provision of the Plan, the extension of the term of an Option if held by an Insider is subject to disinterested shareholder approval.

Section 3.6 Exercise of Options.

(1) Subject to the provisions of the Plan, a Participant shall be entitled to exercise an Option granted to such Participant, subject to vesting limitations which may be imposed by the Board at the time such Option is granted and set out in the Option Agreement.

(2) Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the optioned Shares and at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board may determine in its sole discretion.

(3) No fractional Shares will be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

Section 3.7 Method of Exercise and Payment of Purchase Price.

(1) Subject to the provisions of the Plan and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercisable (from time to time as provided in Section 3.6 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering an exercise notice substantially in the form appended to the Option Agreement (an "**Exercise Notice**") to the Company in the form and manner determined by the Board from time to time, together with a bank draft, certified cheque, wire transfer or other form of payment acceptable to the Company in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Options and any applicable tax withholdings.

(2) Pursuant to the Exercise Notice, and subject to the approval of the Board, a Participant may choose to undertake a "cashless exercise" with the assistance of a broker (the "**Broker**") in order to facilitate the exercise of such Participant's Options. The "cashless exercise" procedure may include a sale of such number of Shares as is necessary to raise an amount equal to the aggregate Exercise Price for all Options being exercised by that Participant under an Exercise Notice and any applicable tax withholdings. Pursuant to the Exercise Notice, the Participant may authorize the Broker to sell Shares on the open market by means of a short sale and forward the proceeds of such short sale to the Company to satisfy the Exercise Price and any applicable tax

withholdings, promptly following which the Company shall issue the Shares underlying the number of Options as provided for in the Exercise Notice.

(3) In addition, in lieu of exercising any vested Option in the manner described in this Section 3.7(1) or Section 3.7(2), and pursuant to the terms of this Section 3.7(3) but subject to Section 3.6(3), a Participant may, by surrendering an Option ("**Surrender**") with a properly endorsed notice of Surrender to the Corporate Secretary of the Company, substantially in the form appended to the Option Agreement (a "**Surrender Notice**"), elect to receive that number of Shares calculated using the following formula, subject to acceptance of such Surrender Notice by the Board and provided that arrangements satisfactory to the Company have been made to pay any applicable withholding taxes:

X = (Y * (A-B)) / A

Where:

X = the number of Shares to be issued to the Participant upon exercising such Options; provided that if the foregoing calculation results in a negative number, then no Shares shall be issued;

Y = the number of Shares underlying the Options to be Surrendered;

A = the Market Value of the Shares as at the date of the Surrender; and

B = the Exercise Price of such Options.

(4) No share certificates shall be issued and no person shall be registered in the share register of the Company as the holder of Shares until actual receipt by the Company of an Exercise Notice and payment for the Shares to be purchased.

(5) Upon the exercise of an Option pursuant to Section 3.7(1) or Section 3.7(3), the Company shall, as soon as practicable after such exercise but no later than ten (10) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares to deliver to the Participant (or as the Participant may otherwise direct) such number of Shares as the Participant shall have then paid for and as are specified in such Exercise Notice.

Section 3.8 Termination of Employment.

(1) Subject to a written Employment Agreement of a Participant or Option Agreement and as otherwise determined by the Board, each Option shall be subject to the following conditions:

(a) **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for "cause", all unexercised vested or unvested Options granted to such Participant shall terminate on the Termination Date as specified in the notice of termination. For the purposes of the Plan, the determination by the Company that the Participant was discharged for cause shall be binding on the Participant. Subject to the terms of the Employment Agreement, "cause" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Company's Code of Ethics and any reason determined by the Company to be cause for termination.

(b) **Resignation, Retirement and Termination other than for Cause**. In the case of a Participant ceasing to be an Eligible Participant due to such Participant's resignation, retirement or termination other than for "cause", as applicable, subject to any later expiration dates determined by the Board, all Options shall expire on the earlier of ninety (90) days after the effective date of such Termination Date or the expiry date of such Option, to the extent such Option was vested and exercisable by the Participant on the

effective date of such Termination Date, and all unexercised unvested Options granted to such Participant shall terminate on the effective date of such resignation, retirement or termination.

(c) **Death or Long-term Disability.** In the case of a Participant ceasing to be an Eligible Participant due to death or long-term disability, as applicable, subject to any later expiration dates determined by the Board, all Options shall expire on the earlier of twelve (12) months after the effective date of such death or long-term disability, or the expiry date of such Option, to the extent such Option was vested and exercisable by the Participant on the effective date of such death or long-term disability, and all unexercised unvested Options granted to such Participant shall terminate on the effective date of such death or long-term disability.

(2) For the avoidance of doubt, subject to applicable laws, no period of notice, if any, or payment instead of notice that is given or that ought to have been given under applicable law, whether by statute, imposed by a court or otherwise, in respect of such termination of employment that follows or is in respect of a period after the Participant's Termination Date will be considered as extending the Participant's period of employment for the purposes of determining his entitlement under the Plan.

(3) The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any awards which would have settled or vested or accrued to the Participant after the Termination Date.

ARTICLE 4—DEFERRED SHARE UNITS

A DSU is a unit granted to Non-Employee Directors representing the right to receive a Share or the Cash Equivalent, subject to restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing service as a Non-Employee Director (or other service relationship), vesting terms and/or achievement of pre-established Performance Criteria.

Section 4.1 DSU Awards.

(1) Subject to the Company's director compensation policy determined by the Board from time to time, each Non-Employee Director may elect to receive all or a portion his or her annual retainer fee in the form of a grant of DSUs in each fiscal year. The number of DSUs shall be calculated as the amount of the Non-Employee Director's annual retainer fee elected to be paid by way of DSUs divided by the Market Value. At the discretion of the Board, fractional DSUs will not be issued and any fractional entitlements will be rounded down to the nearest whole number.

(2) Each DSU must be confirmed by a DSU Agreement that sets forth the terms, conditions and limitations for each DSU and may include, without limitation, the vesting and terms of the DSUs and the provisions applicable on a Termination Date, and shall contain such terms that may be considered necessary in order that the DSU will comply with any provisions respecting DSUs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any Regulatory Authority.

(3) Any DSUs that are awarded to a Non-Employee Director who is a resident of Canada or employed in Canada (each for purposes of the Tax Act) shall be structured so as to be considered to be a plan described in section 7 of the Tax Act or to meet requirements of paragraph 6801(d) of the Income Tax Regulations adopted under the Tax Act (or any successor to such provisions).

(4) Subject to vesting of the DSUs no earlier than 12 months from the date of grant so long as the Shares are listed on the Exchange (unless otherwise permitted under the policies of the

Exchange) and other conditions and provisions set forth herein and in the DSU Agreement, the Board shall determine whether each DSU awarded to a Non-Employee Director shall entitle the Non-Employee Director: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; (iii) to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares, as the Board may determine in its sole discretion on redemption; or (iv) to entitle the Non-Employee Director to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.

Section 4.2 Redemption of DSUs.

(1) Each Non-Employee Director shall be entitled to redeem his or her DSUs during the period commencing on the Business Day immediately following the Termination Date and ending on the date that is not later than the 90th day following the Termination Date, or such shorter redemption period set out in the relevant DSU Agreement (the "**DSU Redemption Deadline"**), by providing a written notice of settlement to the Company setting out the number of DSUs to be settled and the particulars regarding the registration of the Shares issuable upon settlement, if applicable (the "**DSU Redemption Notice**"). In the event of the death of a Non-Employee Director, the Notice of Redemption shall be filed by the administrator or liquidator of the estate of the Non-Employee Director.

(2) If a DSU Redemption Notice is not received by the Company on or before the DSU Redemption Deadline, the Non-Employee Director shall be deemed to have delivered a DSU Redemption Notice on the DSU Redemption Deadline and, if not otherwise set out in the DSU Agreement, the Board shall determine the number of DSUs to be settled by way of Shares, the Cash Equivalent or a combination of Shares and the Cash Equivalent and delivered to the Non-Employee Director, administrator or liquidator of the estate of the Non-Employee Director, as applicable.

(3) Subject to Section 8.4 and the DSU Agreement, settlement of DSUs shall take place promptly following the Company's receipt or deemed receipt of the DSU Redemption Notice through:

(a) in the case of settlement DSUs for their Cash Equivalent, delivery of bank draft, certified cheque, wire transfer or other acceptable form of payment to the Non-Employee Director representing the Cash Equivalent;

(b) in the case of settlement of DSUs for Shares, delivery of a Share to the Non-Employee Director; or

(c) in the case of settlement of DSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.

ARTICLE 5—SHARE UNITS

Section 5.1 Nature of Share Units.

A Share Unit is an Award entitling the recipient to acquire Shares, at such purchase price (which may be zero) as determined by the Board, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives.

Section 5.2 Share Unit Awards.

(1) Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs and/or PSUs under the Plan, (ii) fix the number of RSUs and/or PSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs and/or PSUs shall be granted, and (iii) determine the relevant conditions and vesting

provisions (including, in the case of PSUs, the applicable Performance Period and Performance Criteria, if any) and Restriction Period of such RSUs and/or PSUs, the whole subject to the terms and conditions prescribed in the Plan and in any RSU Agreement or PSU Agreement, as applicable.

(2) Each RSU must be confirmed by an RSU Agreement that sets forth the terms, conditions and limitations for each RSU and may include, without limitation, the vesting and terms of the RSUs and the provisions applicable in the event employment or service terminates, and shall contain such terms that may be considered necessary in order that the RSUs will comply with any provisions respecting RSUs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any Regulatory Authority.

(3) Each PSU must be confirmed by a PSU Agreement that sets forth the terms, conditions and limitations for each PSU and may include, without limitation, the applicable Performance Period and Performance Criteria, vesting and terms of the PSUs and the provisions applicable in the event employment or service terminates, and shall contain such terms that may be considered necessary in order that the PSUs will comply with any provisions respecting RSUs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any Regulatory Authority.

(4) Any RSUs or PSUs that are awarded to an Eligible Participant who is a resident of Canada or employed in Canada (each for purposes of the Tax Act) shall be structured so as to be considered to be a plan described in section 7 of the Tax Act or in such other manner to ensure that such award is not a "salary deferral arrangement" as defined in the Tax Act (or any successor to such provisions).

(5) Subject to the vesting of the RSUs and PSUs no earlier than 12 months from the date of grant so long as the Shares are listed on the Exchange (unless otherwise permitted under the policies of the Exchange) and other conditions and provisions set forth herein and in the RSU Agreement and/or PSU Agreement, the Board shall determine whether each RSU and/or PSU awarded to a Participant shall entitle the Participant: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; (iii) to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares, as the Board may determine in its sole discretion on settlement; or (iv) to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.

(6) The applicable settlement period in respect of a particular Share Unit shall be determined by the Board. Except as otherwise provided in the Award Agreement or any other provision of the Plan, all vested RSUs and PSUs shall be settled as soon as practicable following the Share Unit Vesting Determination Date but in all cases prior to (i) three (3) years following the date of grant of Share Unit, if such Share Unit are settled by payment of Cash Equivalent or through purchases by the Company on the Participant's behalf on the open market, or (ii) ten (10) years following the date of grant of Share Unit, if such Share Unit are settled by issuance of Shares from treasury. Following the receipt of such settlement, the PSUs and RSUs so settled shall be of no value whatsoever and shall be removed from the Participant's Account.

Section 5.3 Performance Criteria and Performance Period Applicable to PSU Awards.

(1) For each award of PSUs, the Board shall establish the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Shares in exchange for all or a portion of the PSUs held by such Participant (the "**Performance Period**").

(2) For each award of PSUs, the Board shall establish any Performance Criteria and other vesting conditions in order for a Participant to be entitled to receive Shares in exchange for his or her PSUs.

Section 5.4 Share Unit Vesting Determination Date.

The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to a RSU and/or PSU have been met (the "**Share Unit Vesting Determination Date**"), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any.

ARTICLE 6—GENERAL CONDITIONS

Section 6.1 General Conditions applicable to Awards.

Each Award, as applicable, shall be subject to the following conditions:

(1) **Employment** - The granting of an Award to a Participant shall not impose upon the Company or a Subsidiary any obligation to retain the Participant in its employ in any capacity. For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Company to grant any awards in the future nor shall it entitle the Participant to receive future grants.

(2) **No Rights as a Shareholder** - Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards until the date of issuance of a share certificate to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) or the entry of such person's name on the share register for the Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued or entry of such person's name on the share register for the Shares.

(3) **Conformity to Plan** – In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.

(4) **Non-Transferability** – Except as set forth herein, Awards are not transferable. Awards may be exercised only by:

(a) the Participant to whom the Awards were granted;

(b) with the Board's prior written approval and subject to such conditions as the Board may stipulate, such Participant's family or retirement savings trust or any registered retirement savings plans or registered retirement income funds of which the Participant is and remains the annuitant;

(c) upon the Participant's death, by the legal representative of the Participant's estate; or

(d) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Company of entitlement to exercise any Award. A person exercising an Award may subscribe for Shares only in the person's own name or in the person's capacity as a legal representative.

(5) **No Guarantee** – For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Corporation to grant any Awards in the future nor shall it entitle the Participant to receive future grants. No amount will be paid to or in respect of a Participant under the Plan or pursuant to any other arrangement, and no Awards will be granted to such Participant to compensate for any downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon or in respect of the Participant for such purpose.

(6) **Acceptance of Terms** – Participation in the Plan by any Participant shall be construed as acceptance of the terms and conditions of the Plan by the Participant and as to the Participant's agreement to be bound thereby.

Section 6.2 Dividend Share Units.

With respect to DSUs, RSUs and/or PSUs (but excluding Options), when dividends (other than stock dividends) are paid on Shares, Participants holding DSUs, RSUs and/or PSUs shall receive additional DSUs, RSUs and/or PSUs, as applicable ("**Dividend Share Units**") as of the dividend payment date. The number of Dividend Share Units to be granted to the Participant shall be determined by multiplying the aggregate number of DSUs, RSUs and/or PSUs, as applicable, held by the Participant on the relevant record date by the amount of the dividend paid by the Company on each Share, and dividing the result by the Market Value on the dividend payment date, which Dividend Share Units shall be in the form of DSUs, RSUs and/or PSUs, as applicable. Dividend Share Units granted to a Participant in accordance with this Section 6.2 shall be subject to the same vesting conditions applicable to the related DSUs, RSUs and/or PSUs in accordance with the respective Award Agreement. The maximum number of shares that could possibly be issued to satisfy this obligation must be subject to the limits set out in sections 2.4 and 2.5. The Company shall make payment in cash if it does not have sufficient shares available to satisfy this obligation

Section 6.3 Unfunded Plan.

Unless otherwise determined by the Board, the Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

ARTICLE 7—ADJUSTMENTS AND AMENDMENTS

Section 7.1 Adjustment to Shares Subject to Outstanding Awards.

(1) In the event of any stock dividend, stock split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution (other than normal cash dividends) of the Company's assets to shareholders, or any other change in the Shares, the Board will make such proportionate adjustments, if any, as the Board in its discretion, subject to regulatory approval, may deem appropriate to reflect such change (for the purpose of preserving the value of the Awards), with respect to (i) the number or kind of Shares or other securities reserved for issuance pursuant to the Plan; and (ii) the number or kind of Shares or other securities subject to unexercised Awards previously granted and the exercise price of those Awards provided, however, that no substitution or adjustment will obligate the Company to issue or sell fractional Shares. The existence of any Awards does not affect in any way the right or power of the Company or an Affiliate or any of their respective shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the capital structure or the business of, or any amalgamation, merger or consolidation involving, to create or issue any bonds, debentures, shares or other securities of, or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of or any sale or transfer of all or any part of the assets or the business of, or to effect any other corporate act or proceeding relating to, whether of a similar character or otherwise, the Company or such Affiliate, whether or not any such action would have an adverse effect on the Plan or any Award granted hereunder.

Section 7.2 Amendment or Discontinuance of the Plan.

(1) The Board may, in its sole discretion, suspend or terminate the Plan at any time or from time to time and/or amend or revise the terms of the Plan or of any Award granted under the Plan and any agreement relating thereto, provided that such suspension, termination, amendment, or revision shall:

(a) not adversely alter or impair any Award previously granted except as permitted by the terms of the Plan or upon the consent of the applicable Participant(s); and

(b) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Company and of the Exchange.

(2) If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights awarded or granted under the Plan remain outstanding and, notwithstanding the termination of the Plan, the Board will have the ability to make such amendments to the Plan or the Awards as they would have been entitled to make if the Plan were still in effect.

(3) Subject to Section 7.2(4), the Board may from time to time, in its discretion and without the approval of shareholders, make changes to the Plan or any Award that do not require the approval of shareholders under Section 7.2(1) which may include but are not limited to:

(a) a change to the vesting provisions of any Award granted under the Plan;

(b) a change to the provisions governing the effect of termination of a Participant's employment, contract or office;

(c) a change to accelerate the date on which any Award may be exercised under the Plan;

(d) an amendment of the Plan or an Award as necessary to comply with applicable law or the requirements of any exchange upon which the securities of the Company are then listed or any other Regulatory Authority;

(e) any amendment of a "housekeeping" nature, including without limitation those made to clarify the meaning of an existing provision of the Plan or any agreement, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan or any agreement, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; or

(f) any amendment regarding the administration of the Plan.

(4) Notwithstanding the foregoing or any other provision of the Plan, shareholder approval is required for the following amendments to the Plan:

(a) any increase in the maximum number of Shares that may be issuable from treasury pursuant to awards granted under the Plan, other than an adjustment pursuant to Section 7.1;

(b) any reduction in the exercise price of an Award benefitting an Insider, except in the case of an adjustment pursuant to Section 7.1;

(c) any extension of the Expiration Date of an Award benefitting an Insider, which will require disinterested shareholder approval;

(a) any amendment to remove or to exceed the insider participation limit set out in Section 2.5Section 2.5(1);

(d) any amendment to Section 7.2(3) or Section 7.2(4) of the Plan; and

(e) any other amendment to the Plan or Award which requires shareholder approval as required by the Exchange Manual."

Section 7.3 Change of Control.

(1) Despite any other provision of the Plan, but subject to Section 7.2(3), in the event of a Change of Control, all unvested Awards then outstanding will, as applicable, be substituted by or replaced with awards of the surviving corporation (or any Affiliate thereof) or the potential successor (or any Affiliate thereto) (the "**continuing entity**") on the same terms and conditions as the original Awards, subject to appropriate adjustments that do not diminish the value of the original Awards.

(2) If, upon a Change of Control, the continuing entity fails to comply with Section 7.3(1), the vesting of all then outstanding Awards (and, if applicable, the time during which such Awards may be exercised) will be accelerated in full.

(3) No fractional Shares or other security will be issued upon the exercise of any Award and accordingly, if as a result of a Change of Control, a Participant would become entitled to a fractional Share or other security, such participant will have the right to acquire only the next lowest whole number of Shares or other security and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

(4) Despite anything else to the contrary in the Plan, in the event of a potential Change of Control, the Board will have the power, in its sole discretion, to modify the terms of the Plan and/or the Awards to assist the Participants in tendering to a take-over bid or other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or other transaction leading to a Change of Control, the Board has the power, in its sole discretion, to accelerate the vesting of Awards and to permit Participants to conditionally exercise their Awards, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of the take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.3(4) is not completed within the time specified (as the same may be extended), then despite this Section 7.3(4) or the definition of "Change of Control", (i) any conditional exercise of vested Awards will be deemed to be null, void and of no effect, and such conditionally exercised Awards will for all purposes be deemed not to have been exercised, and (ii) Awards which vested pursuant to this Section 7.3(4) will be returned by the Participant to the Company and reinstated as authorized but unissued Shares and the original terms applicable to such Awards will be reinstated.

(5) If the Board has, pursuant to the provisions of Section 7.3(4) permitted the conditional exercise of Awards in connection with a potential Change of Control, then the Board will have the power, in its sole discretion, to terminate, immediately following actual completion of such Change of Control and on such terms as it sees fit, any Awards not exercised (including all vested and unvested Awards).

ARTICLE 8—MISCELLANEOUS

Section 8.1 Currency.

Unless otherwise specifically provided, all references to dollars in the Plan are references to Canadian dollars.

Section 8.2 Compliance and Award Restrictions.

(1) The Company's obligation to issue and deliver Shares under any Award is subject to: (i) the completion of such registration or other qualification of such Shares or obtaining approval of such Regulatory Authority as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; (ii) the admission of such Shares to listing on any stock exchange on which such Shares may then be listed; and (iii) the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction. The Company shall take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on any stock exchange on which such Shares are then listed.

(2) The Participant agrees to fully cooperate with the Company in doing all such things, including executing and delivering all such agreements, undertakings or other documents or furnishing all such information as is reasonably necessary to facilitate compliance by the Company with such laws, rule and requirements, including all tax withholding and remittance obligations.

(3) No Awards will be granted where such grant is restricted pursuant to the terms of any trading policies or other restrictions imposed by the Company.

(4) The Company is not obliged by any provision of the Plan or the grant of any Award under the Plan to issue or sell Shares if, in the opinion of the Board, such action would constitute a violation by the Company or a Participant of any laws, rules and regulations or any condition of such approvals.

(5) If Shares cannot be issued to a Participant upon the exercise or settlement of an Award due to legal or regulatory restrictions, the obligation of the Company to issue such Shares will terminate and, if applicable, any funds paid to the Company in connection with the exercise of any Options will be returned to the applicable Participant as soon as practicable.

(6) At the time a Participant ceased to hold Awards which are or may become exercisable, the Participant ceases to be a Participant.

(7) Nothing contained herein will prevent the Board from adopting other or additional compensation arrangements for the benefit of any Participant or any other Person, subject to any required regulatory, shareholder or other approval.

Section 8.3 Use of an Administrative Agent and Trustee.

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Company and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

Section 8.4 Tax Withholding.

(1) Notwithstanding any other provision of the Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of applicable source deductions. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding obligation may be satisfied by (a) having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any trustee appointed by the Company pursuant to Section 8.1 hereof, on behalf of and as agent for

the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or appropriate to conform with local tax and other rules. Notwithstanding any other provision of the Plan, the Company shall not be required to issue any Shares or make payments under this Plan until arrangements satisfactory to the Company have been made for payment of all applicable withholdings obligations.

(2) The sale of Shares by the Company, or by a Broker, under Section 8.4(1) or under any other provision of the Plan will be made on the Exchange. The Participant consents to such sale and grants to the Company an irrevocable power of attorney to effect the sale of such Shares on his behalf and acknowledges and agrees that (i) the number of Shares sold will be, at a minimum, sufficient to fund the withholding obligations net of all selling costs, which costs are the responsibility of the Participant and which the Participant hereby authorizes to be deducted from the proceeds of such sale; (ii) in effecting the sale of any such Shares, the Company or the Broker will exercise its sole judgment as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and (iii) neither the Company nor the Broker will be liable for any loss arising out of such sale of the Shares including any loss relating to the pricing, manner or timing of the sales or any delay in transferring any Shares to a Participant or otherwise.

(3) The Participant further acknowledges that the sale price of the Shares will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale. The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting the participant resulting from the grant or exercise of an Awards and/or transactions in the Shares. Neither the Company, nor any of its directors, officers, employees, shareholders or agents will be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares under the Plan, with respect to any fluctuations in the market price of Shares or in any other manner related to the Plan.

(4) Notwithstanding the first paragraph of this Section 8.4, the applicable tax withholdings may be waived where the Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which regulation 100(3) of the regulations of the Tax Act apply.

Section 8.5 Reorganization of the Company.

The existence of any Awards shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

Section 8.6 Governing Laws.

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 8.7 Successors and Assigns.

The Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the personal legal representatives of a Participant, or any receiver or trustee in bankruptcy or representative of the Company's or Participant's creditors.

Section 8.8 Severability.

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

Section 8.9 No liability.

No member of the Board or of the Compensation Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder.

Section 8.10 Effective Date of the Plan.

The Plan was approved by the Board and shall take effect on ●, 2024.

SCHEDULE "A"

FORM OF NON-EMPLOYEE DIRECTOR DSU AWARD AGREEMENT

CANADIAN GOLDCAMPS CORP.
DSU AWARD AGREEMENT

This DSU Award Agreement (this "**Agreement**"), dated as of ●, is made by and between CANADIAN GOLDCAMPS CORP. (the "**Company**") and ● (the "**Grantee**").

WHEREAS, the Company has adopted the Omnibus Long-Term Incentive Plan (as may be amended from time to time, the "**Plan**");

AND WHEREAS, the Board has determined that the non-employee directors of the Company shall receive ●% of his or her then current annual Board retainer fee, which retainer fee shall be payable in four equal quarterly instalments (the "**Director Remuneration**") in the form of DSUs (as defined in the Plan).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their successors and assigns, hereby agree as follows:

1. Grant of DSUs.

(a) **Grant**. The portion or percentage of the Director's Remuneration credited as DSUs shall be determined on the first business day following the last day of each fiscal quarter for which the Grantee's Director Remuneration is payable and with respect to which such deferral election, if any, is effective (with respect to each such quarter, the "**Date of Grant**"), and shall equal a number of DSUs, rounded down to the nearest whole number, determined by dividing the dollar amount of such Director's Remuneration so deferred for such quarter by the Market Value (as defined in the Plan) of one Share as of such Date of Grant. All DSUs to be credited to the Grantee shall be subject to the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. DSUs shall be credited to a separate book-entry account maintained on the books of the Company for the Grantee.

(b) **Incorporation by Reference, Etc**. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules, and regulations promulgated by the Compensation Committee from time to time pursuant to the Plan. In the event of any inconsistency or conflict between the provisions of the Plan and any this Agreement, the provisions of the Plan shall prevail. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Compensation Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Grantee and his or her legal representatives in respect of any questions arising under the Plan or this Agreement.

2. Vesting; Forfeiture. Notwithstanding any other provision hereof, for so long as the common shares of the Company are listed on the Exchange, the DSUs shall be fully vested on the date that is 12 months plus one day from the applicable Date of Grant and shall vest no earlier other than when accelerated under the Plan for a Grantee who dies or who ceases to be eligible under the Plan in connection with a change of control, take-over bid, reverse takeover or other similar transaction, and once vested shall not be subject to forfeiture. For greater certainty, all DSUs granted to the Grantee shall remain eligible for vesting for a period of 12 months after the Grantee ceases to be a non-employee director and the Grantee shall remain an eligible person under the Plan during that period.

3. Settlement. The Company shall settle the DSUs granted hereunder as soon as possible after receiving or being deemed to receive a DSU Redemption Notice, at which time the Company shall, subject to any required federal, state, provincial, and local income and employment taxes required to be withheld (collectively, the "**Withholding**") and the execution of any required documentation, deliver to the Grantee either:

(a) a number of Shares equal to the remaining amount of Director DSU Remuneration after settling any applicable Withholding divided by the Market Value (rounded down to the nearest whole number); or

(b) at the election of the Grantee, the remaining amount of Director DSU Remuneration after settling any applicable Withholding paid 30% in cash to the Grantee and 70% in Shares based on the Market Value (rounded down to the nearest whole number), and

such settlement will, subject to section 2 hereof, occur not later than the 90th day following the Termination Date.

4. Method of Electing to Defer Director's Remuneration. Unless otherwise permitted or determined by the Compensation Committee, to elect to receive DSUs, the Grantee shall complete and deliver to the Company a written election (as set out in Appendix I attached). The Grantee's written election shall, subject to any minimum or maximum amount that may be determined by the Compensation Committee from time to time, designate the portion or percentage of the Director's Remuneration to be paid in the form of DSUs, with the remaining portion or percentage to be paid in cash in accordance with the Company's regular practices of paying such cash compensation. In the absence of a designation to the contrary, the Grantee's election set forth in Appendix I shall continue to apply to all subsequent Director's Remuneration payments until the Grantee submits another written election in accordance with this paragraph. A Grantee shall only file one election no later than the last day of the fiscal year preceding the fiscal year in respect of which the Director's Remuneration becomes payable and the election shall be irrevocable for that fiscal year.

5. Tax Withholding. The Company shall be entitled to require, as a condition to the payment of any cash in settlement of the DSUs granted hereunder, that the Grantee remit an amount in cash or other property having a value sufficient to satisfy all federal, state, provincial, and local or other applicable withholding taxes relating thereto. In addition, the Company shall have the right and is hereby authorized to withhold from the cash otherwise deliverable upon settlement of the DSUs, or from any compensation or other amount owing to the Grantee, the amount (in cash or, in the discretion of the Company, other property) of any applicable withholding taxes in respect of the settlement of the DSUs and to take such other action as may be necessary in the discretion of the Company to satisfy all obligations for the payment of such taxes.

6. Compliance with Legal Requirements. The granting and settlement of the DSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable federal, state, provincial and local laws, rules, and regulations and to such approvals by any regulatory or governmental agency (including stock exchanges) as may be required. The Committee shall have the right to impose such restrictions on the DSUs as it deems reasonably necessary or advisable under applicable securities laws and the rules and regulations of the Exchange.

7. Miscellaneous.

(a) **Transferability**. The DSUs are not-transferable or assignable except in accordance with the Plan.

(b) **Inconsistency.** This Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

(c) **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) **Entire Agreement**. This Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(e) **Successors and Assigns**. This RSU Agreement shall bind and enure to the benefit of the Grantee and the Corporation and their respective successors and permitted assigns.

(f) **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof.

(g) **Governing Law**. This Agreement and the DSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(h) **Counterparts**. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this Agreement, the Grantee acknowledges that the Grantee has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Agreement as of the _____ day of _____, 20__.

CANADIAN GOLDCAMPS CORP.

By: _____

Authorized Signing Officer

_____

[Insert Participant's Name]

APPENDIX "I"

CANADIAN GOLDCAMPS CORP.
(THE "COMPANY")

DEFFERED SHARE UNIT ELECTION NOTICE

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the DSU Award Agreement.

Pursuant to the Omnibus Long-Term Incentive Plan of the Company (the "**Plan**"), I hereby elect to receive 70% or 100% (circle one) of my Director's Remuneration in the form of DSUs that are settled in Shares in lieu of cash.

I confirm that:

(a) I have received and reviewed a copy of the terms and conditions of the Plan and have reviewed, considered and agreed to be bound by the terms of this Election Notice, the Plan and the DSU Award Agreement.

(b) I have requested and am satisfied that the Plan, the DSU Award Agreement and the foregoing be drawn up in the English language. *Le soussigné reconnaît qu'il a exigé que le Régime et ce qui précède soient rédigés et exécutés en anglais et s'en déclare satisfait.*

(c) I recognize that when DSUs are redeemed in accordance with the terms of the Plan and the DSU Award Agreement, income tax and other withholdings as required will arise at that time.

(d) The value of DSUs is based on the Market Value of the Shares of the Company and therefore is not guaranteed.

The foregoing is only a brief outline of certain key provisions of the Plan and the DSU Award Agreement. For more complete information, reference should be made to the Plan.

Date:_____

_____

(Name of Participant)

_____

(Signature of Participant)

SCHEDULE "B"
FORM OF OPTION AGREEMENT

CANADIAN GOLDCAMPS CORP.
OPTION AGREEMENT

This Stock Option Agreement (the "**Option Agreement"**) is granted by CANADIAN GOLDCAMPS CORP. (the "**Company**"), in favour of the optionee named below (the "**Optionee**") pursuant to and on the terms and subject to the conditions of the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"). Capitalized terms used and not otherwise defined in this Option Agreement shall have the meanings set forth in the Plan.

The terms of the option (the "**Option**"), in addition to those terms set forth in the Plan, are as follows:

1. **Optionee**. The Optionee is ●.

2. **Number of Shares**. The Optionee may purchase up to ● Shares of the Company (the "**Option Shares**") pursuant to this Option, as and to the extent that the Option vests and becomes exercisable as set forth in section 6 of this Option Agreement.

3. **Exercise Price**. The exercise price is Cdn $● per Option Share (the "**Exercise Price"**).

4. **Date Option Granted**. The Option was granted on ●.

5. **Expiry Date**. The Option terminates on ●. (the "**Expiry Date**").

6. **Vesting**. The Option to purchase Option Shares shall vest and become exercisable as follows:

   ●

7. **Exercise of Options**. In order to exercise the Option, the Optionee shall notify the Company in the form annexed hereto as Appendix I, pay the Exercise Price to the Company as required by the Plan, whereupon the Optionee shall be entitled to receive a certificate representing the relevant number of fully paid and non-assessable Shares in the Company.

8. **Transfer of Option**. The Option is not-transferable or assignable except in accordance with the Plan.

9. **Inconsistency**. This Option Agreement is subject to the terms and conditions of the Plan and any Employment Agreement and, in the event of any inconsistency or contradiction between the terms of this Option Agreement and the Plan or any Employment Agreement, the terms of the Employment Agreement shall govern.

10. **Severability**. Wherever possible, each provision of this Option Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Option Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Option Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Entire Agreement**. This Option Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

12. **Successors and Assigns**. This Option Agreement shall bind and enure to the benefit of the Optionee and the Company and their respective successors and permitted assigns.

13. **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof.

14. **Governing Law**. This Agreement and the Option shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

15. **Counterparts**. This Option Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this Agreement, the Optionee acknowledges that the Optionee has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Option Agreement as of the _____ day of _____, 20__.

CANADIAN GOLDCAMPS CORP.

By: _____

Authorized Signing Officer

_____

[Insert Participant's Name]

APPENDIX I
CANADIAN GOLDCAMPS CORP.

ELECTION TO EXERCISE STOCK OPTIONS

TO: CANADIAN GOLDCAMPS CORP. **(the "Company")**

The undersigned Optionee hereby elects to exercise Options granted by the Company to the undersigned pursuant to an Option Agreement dated _____, 20___ under the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"), for the number Shares set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Number of Shares to be Acquired: _____

Exercise Price (per Share): Cdn.$_____

Aggregate Purchase Price: Cdn.$_____

Amount enclosed that is payable on account of any source deductions relating to this Option exercise (contact the Company for details of such amount):

Cdn.$_____

□ Or check here if alternative arrangements have been made with the Company.

and hereby tenders a bank draft, certified cheque, wire transfer or other form of payment confirmed as acceptable by the Company for such aggregate purchase price, and, if applicable, all source seductions, and directs such Shares to be registered in the name of _____ _____.

I hereby agree to file or cause the Company to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

DATED this ____ day of _____, _____.

_____
Signature of Participant

_____
Name of Participant (Please Print)

APPENDIX II
CANADIAN GOLDCAMPS CORP.

SURRENDER NOTICE

TO: CANADIAN GOLDCAMPS CORP. (the "**Company**")

The undersigned Optionee hereby elects to surrender _____ Options granted by the Company to the undersigned pursuant to an Award Agreement dated _____, 20___ under the Company's Omnibus Long-Term Incentive Plan (the "**Plan**") in exchange for Shares as calculated in accordance with Section 3.7(3) of the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Amount enclosed that is payable on account of any source deductions relating to this surrender of Options (contact the Company for details of such amount):

Cdn.$_____

□ Or check here if alternative arrangements have been made with the Company

Please issue a certificate or certificates representing the Shares in the name of _____.

I hereby agree to file or cause the Company to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

DATED this ____ day of _____, _____.

_____
Signature of Participant

_____
Name of Participant (Please Print)

SCHEDULE "C"
FORM OF RSU / PSU AGREEMENT

CANADIAN GOLDCAMPS CORP.
[RSU / PSU] GRANT AGREEMENT

This **[RSU / PSU]** grant agreement ("**Grant Agreement**") is entered into between CANADIAN GOLDCAMPS CORP. (the "**Company**") and the Participant named below (the "**Recipient**") of the **[RSUs / PSUs] ("Units")** pursuant to the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"). Capitalized terms used and not otherwise defined in this Grant Agreement shall have the meanings set forth in the Plan.

The terms of the Units, in addition to those terms set forth in the Plan, are as follows:

1. **Recipient**. The Recipient is ●.

2. **Grant of [RSUs / PSUs]**. The Recipient is granted ● Units.

3. **Vesting**. The Units shall vest as follows: ●.

4. **[Performance Criteria. Settlement of the Units shall be conditional upon the achievement of the following Performance Criteria within the Performance Period set forth herein: ●.]**

5. **Settlement**. The Units shall be settled as follows: ●

6. **Date of Grant**. The Units were granted to the Recipient on ●.

7. **Transfer of Units**. The Units are not-transferable or assignable except in accordance with the Plan.

8. **Inconsistency**. This Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this Grant Agreement and the Plan, the terms of the Plan shall govern.

9. **Severability**. Wherever possible, each provision of this Grant Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Grant Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

10. **Entire Agreement**. This Grant Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

11. **Successors and Assigns**. This Grant Agreement shall bind and enure to the benefit of the Recipient and the Corporation and their respective successors and permitted assigns.

12. **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof.

13. **Governing Law**. This Grant Agreement and the Units shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

14. **Counterparts**. This Grant Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this Grant Agreement, the Recipient acknowledges that the Recipient has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Grant Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Grant Agreement as of the _____ day of _____, 20__.

CANADIAN GOLDCAMPS CORP.

By: _____

Authorized Signing Officer

_____

[Insert Participant's Name]

SCHEDULE "C"

OPTION AGREEMENT DATED MAY 29, 2024

SCHEDULE "C"

F4 URANIUM CORP.

AND

CANADIAN GOLDCAMPS CORP.

OPTION AGREEMENT

May 29, 2024

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OPTION AGREEMENT

THIS AGREEMENT is made as of the 29th day of May, 2024 (the "**Effective Date**"),

BETWEEN:

F4 URANIUM CORP., a company incorporated pursuant to the *Canada Business Corporations Act*

("**F4**")

AND:

CANADIAN GOLDCAMPS CORP., a company incorporated pursuant to the *Business Corporations Act* (British Columbia)

("**CAMP**")

WHEREAS:

A. F4 is the sole legal and beneficial owner of certain mineral claims comprising the "Murphy Lake property" located in the Province of Saskatchewan, as more particularly described in Schedule "A" hereto (the "**Property**").

B. F4 wishes to grant CAMP the exclusive right and option (the "**Option**") to acquire up to a 70% interest in the Property, such Interest (as defined herein) to form the basis of a joint venture between the Parties, as set forth herein.

C. F4 and CAMP entered into a letter of intent dated February 13, 2024 (the "**Letter of Intent**") that sets out the general terms of such rights and option.

D. The Parties wish to enter into this Agreement to provide for such rights and options and other matters relating to the exploration and development of the Property.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, that the parties hereto mutually agree and covenant as follows:

1. DEFINITIONS

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

(a) "**Additional Interest**" has the meaning set forth in Section 2.7;

(b) "**affiliate**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus and Registration Exemptions*;

(c) "**Bump-Up Option**" has the meaning set forth in Section 2.6;

(d) "**CAMP**" has the meaning set forth in the recitals hereto;

(e) "**CAMP Shares**" means the common shares in the capital of CAMP;

(f) "**Cost Overrun**" has the meaning set forth in Section 6.1(d);

(g) "**Defaulting Party**" has the meaning set forth in Section 10.1;

(h) **"Development**" means all preparation (other than Exploration and Mining) for the removal and recovery of ores, minerals and mineral resources from the Property, including the construction or installation of a mill or any other improvements to be used for the mining, handling, milling, processing or other beneficiation of ores, minerals and mineral resources, related environmental compliance and financing;

(i) "**Effective Date**" means the effective date of this Agreement;

(j) "**Encumbrances**" means all interests, mortgages, charges, royalties, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or however arising and any rights or privileges capable of becoming any of the foregoing;

(k) "**Environmental Laws**" means all applicable national, federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws, regulations, orders, directives and decisions, rendered by any ministry, department or administrative or regulatory agency relating to the protection of the environment, or pollutants, contaminants, chemicals, or industrial, toxic or hazardous wastes or substances;

(l) "**Expenditures**" means all costs and expenses, incurred by CAMP, or caused to be incurred by CAMP, up to the Operative Date including, without limiting the generality of the foregoing, monies expended in connection with:

(i) maintaining the Property in good standing and fulfilling any of the requirements of any title documents, permits or applicable mining or environmental laws in Saskatchewan with respect to the Property, including the costs of any discussions or negotiations with governmental authorities in connection therewith;

(ii) mobilization and de-mobilization of work crews, supplies, Facilities and equipment to and from the Property, including all transportation, insurance, customs brokerage and import and export taxes, fees and charges and all other governmental levies in connection therewith;

(iii) implementing and carrying out any program of surface or underground prospecting, exploring or mapping or of geological, geophysical or geochemical surveying;

(iv) trenching or other surface or near surface sampling;

(v) reverse circulation, diamond or other drilling;

(vi) drifting, raising or other underground work;

(vii) assaying and metallurgical testing;

(viii) carrying out environmental studies and preparing environmental impact assessment reports;

(ix) carrying out all required restoration and reclamation of the Property required as a result of activities thereon hereunder, and posting any bond (whether cash or surety) required in that regard by any applicable governmental authority;

(x) preparing and making submissions to government agencies with respect to substitute or successor title to any of the Property and test and production permits;

(xi) the securing of good relations with communities in the area surrounding the Property, including, without limitation, all costs associated with the negotiation and implementation of any impact and benefit agreement or access agreement and any services provided in aid of consultation between aboriginal people and governmental authorities relating to operations;

(xii) acquiring, constructing and transporting Facilities; and

(xiii) fees, wages, salaries, traveling expenses and fringe benefits (whether or not required by law) of all persons engaged in work with respect to and for the benefit of the Property and the food, lodging and other reasonable needs of such persons.

All Expenditures incurred on the Property will be filed as assessment credits toward the Property.

(m) "**Exploration**" means all activities directed toward ascertaining the existence, location, quantity, quality or commercial value of mineral deposits on the Property, including additional drilling required after discovery of mineral deposits, and includes related environmental compliance;

(n) "**Facilities**" means all mines and plants including, without limitation, all pits, shafts, haulageways and other underground workings, and all buildings, plants and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Property or outside the Property if for the exclusive benefit of the Property only;

(o) "**F4**" has the meaning set forth in the recitals hereto;

(p) "**Initial Interest**" has the meaning set forth in Section 2.5;

(q) "**Initial Option**" has the meaning set forth in Section 2.1;

(r) "**Interest**" means a legal undivided beneficial interest of a Party in the Property;

(s) "**Intervening Event**" has the meaning set forth in Section 16.1;

(t) "**Joint Venture**" means the joint venture with respect to the Property to be formed between the Parties upon CAMP earning the Initial Interest;

(u) "**Joint Venture Agreement**" means the joint venture agreement in respect of the Joint Venture to be entered into by the Parties, which will govern the Joint Venture;

(v) "**Letter of Intent**" has the meaning set forth in the recitals hereto;

(w) "**Mining**" means the mining, extracting, producing, handling, milling or other processing or beneficiation of ores, minerals and mineral resources, disposal of overburden and the filling and rehabilitation of mined areas and includes all related environmental compliance;

(x) "**NSR Royalty**" means the 2.0% net smelter returns royalty to be granted by CAMP to F4 in respect of the Property pursuant to this Agreement, subject to the terms and conditions set forth in Schedule "B";

(y) "**Operations**" means all activities carried out pursuant to this Agreement and the Joint Venture Agreement or in respect of the Property including without limitation, exploration, development, construction and operation;

(z) "**Operator**" means the Party responsible for, among other things, defining, preparing, planning, directing and implementing all programs and carrying out, or causing to be carried out, all Operations and other work in respect of the Property;

(aa) "**Operative Date**" means the date upon which CAMP earns the Additional Interest;

(bb) "**Option**" means CAMP's option to acquire up to a 70% interest in the Property;

(cc) "**Party**" means any of F4 or CAMP and their respective successors and permitted assigns and "**Parties**" means, together, F4 and CAMP and their successors and permitted assigns;

(dd) "**Permitted Encumbrances**" means:

(i) all reservations, limitations, provisions and conditions expressed in the original grant of title of the lands and premises comprising the Property from a governmental authority;

(ii) any liens for taxes, levies and assessments payable to a governmental authority that in each case are not yet due or are not in arrears;

(iii) all rights of expropriation of any governmental authority;

(iv) any easement or right-of-way to any utility (either municipal, private or public) whether it be for gas, water, electricity and/or telephone for service to the Property; and

(v) public reservations, public utilities, encumbrances or other restrictions in the use of the Property, which, overall, do not materially reduce the value of all or part thereof or of the use which can be made thereof;

(ee) "**Post Option Interests**" means the respective Interests of CAMP and F4 in the Property as a result of CAMP exercising the Option, or any portion thereof, which shall be deemed to be:

(i) if CAMP has exercised the Initial Option and has: (x) not provided written notice to F4 that it elects to proceed with the Bump-Up Option within the time period set forth in Section 2.7 or (y) after notifying F4 of its election to exercise the Bump-

Up Option, otherwise failed to exercise the Bump-Up Option within the time period set forth in Section 2.7, a 50% Interest in the Property with respect to CAMP and a 50% Interest in the Property with respect to F4; or

(ii) if CAMP has exercised the Initial Option and the Bump-Up Option, a 70% interest in the Property with respect to CAMP and a 30% interest in the Property with respect to F4;

(ff) "**Program and Budget**" means a description in reasonable detail of the scope, direction and nature of the Operations to be conducted and objectives to be accomplished by the Operator for a year or any other reasonable period;

(gg) "**Property**" has the meaning set forth in the recitals hereto;

(hh) "**TSXV**" means the TSX Venture Exchange; and

(ii) "**Work Programs**" has the meaning set forth in 6.1(a).

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) all references in this Agreement to "articles", "sections" and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of or attached to this Agreement;

(b) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision;

(c) the headings are for convenience only and do not form part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement;

(d) the singular of any term includes the plural, and vice versa, the use of any term is equally applicable to any gender and, where applicable, a body corporate, the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language is used with reference thereto);

(e) the words "written" or "in writing" include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including facsimile or e-mail;

(f) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;

(g) a "day" shall refer to a calendar day and in calculating all time periods the first day of a period is not included and the last day is included and references to a "business day" shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, but if a period ends on a day on which the banks are not open for business in Vancouver, British Columbia, the period will be deemed to expire on the next calendar day on which banks are open for business in Vancouver, British Columbia; and

(h) all references to currency are references to Canadian dollars unless otherwise indicated.

2. **OPTION**

2.1 F4 hereby grants to CAMP the exclusive irrevocable right and option to acquire a 50% Interest in the Property, free and clear of all Encumbrances other than Permitted Encumbrances (the "**Initial Option**"), other than the NSR Royalty as set out herein, in accordance with and subject to the terms and conditions of this Agreement.

2.2 **Cash Payments.** Prior to entering into this Agreement, CAMP has made a non-refundable cash payment of $100,000 to F4 pursuant to the Letter of Intent. In consideration for entering into this Agreement, CAMP shall make a non-refundable cash payment of $200,000 to F4 on July 26 , 2024, the date for which CAMP obtains shareholder approval (the "Initial Payment Date"). In order to maintain the Initial Option in good standing, CAMP shall make additional and non-refundable cash payments to F4 in the aggregate of $600,000 according to the following schedule:

(a) $150,000 on or before the date that is six (6) months after the Initial Payment Date;

(b) $150,000 on or before the date that is twelve (12) months after the Initial Payment Date;

(c) $150,000 on or before the date that is eighteen (18) months after the Initial Payment Date; and

(d) $150,000 on or before the date that is twenty-four (24) months after the Initial Payment Date.

Failure to make the cash payments in accordance with the schedule set out in this Section 2.2 will result in the termination of the Initial Option.

2.3 **Exploration Expenditures.** In order to maintain the Initial Option in good standing, CAMP shall incur the following aggregate Expenditures totaling $10,000,000 according to the following schedule:

(a) total cumulative Expenditures of $5,000,000 on or before the date that is twelve (12) months after the Initial Payment Date: and

(b) additional Expenditures of $5,000,000 on or before the date that is twenty-four (24) months after the Initial Payment Date.

All Expenditures required to be made by CAMP pursuant to this Section 2.3 may be made on a "make or pay" basis (i.e. CAMP may either make the required Expenditures or pay F4 in cash for any shortfall, such cash payment to be made within 30 days of the end of the period for which such Expenditures are required to be made pursuant to this Agreement) in order to maintain the Initial Option in good standing, but none of the Expenditures are firm commitments. Expenditures incurred in any one-year period in excess of the minimum amounts can be carried over to the next year. All subsequent eligible Expenditures will be applied as assessment credits toward the Property with applicable governmental authorities.

2.4 **Share Issuances.** In order to maintain the Initial Option in good standing, CAMP shall, on or before the date that is ten (10) business days after the date that CAMP has completed one or more equity financings to raise gross proceeds totalling at least $6,000,000, issue from treasury to F4 for no additional consideration that number of CAMP Shares equal to 9.9% of the total number of CAMP

Shares that are issued and outstanding as of such issuance date. All CAMP Shares issued will be issued as fully paid and non-assessable free and clear of all encumbrances, subject only to a four-month resale restriction imposed by applicable securities legislation. Failure to issue the CAMP Shares to F4 in accordance with the schedule set out in this Section 2.4 will result in the termination of the Initial Option.

2.5 **Earning of Initial Interest in the Property.** If CAMP has made all of the cash payments in accordance with Section 2.2, incurred all of the Expenditures in accordance with Section 2.3, and issued all of the CAMP Shares in accordance with Section 2.4, the Initial Option shall be deemed to have been exercised and CAMP shall have acquired a 50% undivided legal and beneficial interest in and to the Property (effective as of the date on which the last condition precedent set out in Sections 2.2, 2.3 and 2.4 is satisfied), subject to the NSR Royalty (the "**Initial Interest**").

2.6 **Bump-Up Option.** Upon CAMP obtaining a 50% interest in the Property in accordance with Section 2.5, it shall have the right to increase its interest to 70% (the "**Bump-Up Option**") by:

(a) making additional cash payments in the aggregate of $500,000 according to the following schedule:

(i) $250,000 on or before the date that is thirty (30) months after the Initial Payment Date; and

(ii) $250,000 on or before the date that is thirty-six (36) months after the Initial Payment Date; and

(b) incurring additional Expenditures of $8,000,000 on or before the date that is thirty-six (36) months after the Initial Payment Date. Notwithstanding the foregoing, CAMP, at its option, may make a cash payment to F4 in lieu of any portion of the required Expenditures at any time.

Failure to make the cash payments or incur the Expenditures in accordance with the schedule set out in this Section 2.6 will result in the termination of the Bump-Up Option.

2.7 **Earning of Additional Interest in the Property.** CAMP shall provide written notice to F4 within 60 days of the exercise of the Initial Option of its intention to exercise the Bump-Up Option. Notwithstanding the foregoing, failure to provide such notice shall not result in the termination of the Bump-Up Option. If CAMP has made all of the cash payments in accordance with Section 2.6(a) and incurred all of the Expenditures in accordance with 2.6(b), the Bump-Up Option shall be deemed to have been exercised and CAMP shall acquire an additional 20% undivided legal and beneficial interest in and to the Property (effective as of the date on which the last condition precedent set out in Section 2.6 is satisfied), such that CAMP's undivided legal and beneficial interest in and to the Property will be 70%, subject to the NSR Royalty (the "**Additional Interest**").

2.8 **Option Only.** For greater certainty, CAMP shall be under no obligation to: (i) issue any CAMP Shares under Section 2.4; (ii) incur any Expenditures under Section 2.3 or 2.6(b); (iii) make any cash payments under Section 2.2 or 2.6(a) (other than the payment of $200,000 on the Initial Payment Date; or (iv) exercise the Initial Option under Section 2.5 or the Bump-Up Option under Section 2.7.

3. REPRESENTATIONS AND WARRANTIES

3.1 F4 represents and warrants to CAMP that, as of the date of this Agreement:

(a) it is a valid and subsisting corporation duly incorporated under the laws of Canada, has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of it enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) a court may stay proceedings before them by virtue of equitable or statutory powers; and

(iv) rights of indemnity and contribution hereunder may be limited under applicable law;

(b) the execution of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, result in a breach of or accelerate the performance required by any agreement to which it is a party;

(c) the execution of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach of any laws of a jurisdiction applicable to it or its constating documents;

(d) it is the sole registered, legal and beneficial holder of the claims comprising the Property as listed in Schedule "A" hereto, which are free and clear of all Encumbrances other than Permitted Encumbrances, and has all necessary right, title and authority to grant or transfer to CAMP the rights and interest in the Property provided for in this Agreement;

(e) it has not granted any other person any agreement or other right to acquire the Property or any portion thereof;

(f) Schedule "A" hereto accurately sets out all of the interests of F4 in the mineral claims comprising the Property set forth therein;

(g) all of the mineral claims or other interests constituting the Property set forth in Schedule "A" have been validly located and are validly held by F4 as set forth in Schedule "A", in accordance with the mining claims registry of Saskatchewan and applicable laws;

(h) there are no existing defaults by F4 relating to the Property, including any amendments to or modifications to such agreements;

(i) there has been no act or omission by F4 that could result by notice or lapse of time, or both, in the breach, termination, abandonment, forfeiture, relinquishment or other premature termination of any of the right, title and interest of F4 in the Property;

(j) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrator, jury or other tribunal or government authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property nor is F4 aware of any acts that would lead it to reasonably suspect that any of the same might be initiated;

(k) the rights comprising the Property are in good standing and F4 has not been advised of any proceedings to invalidate or assert an adverse claim or challenge against or to the ownership of or title to the Property;

(l) except for the NSR Royalty, there does not exist any royalty or other interest whatsoever, in the minerals contained in or any production from any part of the Property;

(m) there are no accrued and/or unpaid taxes, assessments and other payments in respect of the Property;

(n) it has provided CAMP with access to all information in respect of the claims comprising the Property, including any scientific and technical data, assays, drill logs, samples, geological, geophysical, geochemical and engineering data; and

(o) no consent or approval that has not been obtained is required to permit the execution and delivery of this Agreement by F4 or the performance of their obligations hereunder.

3.2 CAMP represents and warrants to F4 that as of the date of this Agreement:

(a) it is a valid and subsisting corporation duly continued under the laws of British Columbia and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of CAMP enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) a court may stay proceedings before them by virtue of equitable or statutory powers; and

(iv) rights of indemnity and contribution hereunder may be limited under applicable law;

(b) no proceedings are pending for, and CAMP is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of CAMP or the placing of

CAMP in bankruptcy or subject to any other laws governing the affairs of insolvent persons;

(c) the execution of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, result in a breach of or accelerate the performance required by any agreement to which CAMP is a party;

(d) as of the date of this Agreement, CAMP is a "reporting issuer" in British Columbia, Alberta and Ontario, and the CAMP Shares are listed and posted for trading on the TSXV; and

(e) the authorized share capital of CAMP consists of [an unlimited number of CAMP Shares without par value]. As of the Effective Date, there were: (i) 12,697,667 CAMP Shares validly issued and outstanding as fully-paid and non-assessable shares of CAMP; (B) (ii) nil preferent shares; and (iii) 8,926,515 outstanding warrants providing for the issuance of up to 8,926,515 CAMP Shares upon the exercise thereof. Except for the warrants referred to in this Section 3.2(e), (1) there are no other options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations (pre-emptive, contingent or otherwise) of CAMP requiring it to issue or sell any shares or other securities of CAMP, or any securities or obligations convertible into, exchangeable or exercisable for, or otherwise carrying or evidencing the right or obligation to acquire, any securities of CAMP (including CAMP Shares), and (2) no person is entitled to any pre-emptive or other similar right granted by CAMP. All CAMP Shares issuable upon the exercise of outstanding warrants will, when issued in accordance with the terms of their plans, be duly authorized, validly issued, fully-paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights.

3.3 The representations and warranties herein set out are conditions on which the Parties have relied in entering into this Agreement and each of the Parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement. The representations and warranties set out herein shall survive for a period of two years following the Initial Payment Date.

4. **EXPENDITURES**

4.1 Prior to the Operative Date, F4 shall not be required to contribute to the Expenditures with respect to the Property, including claim maintenance fees, exploration and development costs.

4.2 Following the Operative Date, all benefits, rights, profits, obligations, expenses, losses and liabilities to be derived from the Property shall be allocated pursuant to or borne by the Parties in accordance with their interests.

4.3 Following the Operative Date, if a Party elects or is deemed to have elected not to contribute to the Program and Budget for the Property, then the Interest of such Party will be decreased and the Interest of the other Party will be increased so that, at all times, the Interest of each Party will be that percentage which is equivalent to its contributions or deemed contributions to the Program and Budget expressed as a percentage of the contributions or deemed contributions to the Program and Budget of the Parties.

5. FORMATION OF JOINT VENTURE

5.1 Upon CAMP earning the Initial Interest, the Parties will agree to participate in the Joint Venture for the further exploration and development of the Property and the Parties shall, as soon as reasonably practicable thereafter, enter into the Joint Venture Agreement, which shall be based substantially on the then current Form 5A (Joint Venture Agreement) of the Rocky Mountain Mineral Law Foundation (or its successor form).

5.2 Upon formation of the Joint Venture, the Joint Venture Agreement (subject to any modifications made to it pursuant to Section 5.1) shall govern the relationship between F4 and CAMP with respect to the further Exploration, Development and Mining of the Property.

5.3 Upon the formation of a Joint Venture, each of CAMP and F4 will have an initial participating interest equal to its Post Option Interest. For the purpose of calculating each Party's deemed costs, if the Initial Option has been exercised, CAMP shall be deemed to have expended $10,000,000 and F4 shall be deemed to have expended $10,000,000.

5.4 Articles 4 and 6 of this Agreement shall be incorporated into the Joint Venture Agreement to be entered into by the Parties pursuant to Section 5.1.

6. OPERATOR

6.1 Prior to the Operative Date:

(a) F4 will have the right to act as the Operator and undertake all exploration and development programs ("**Work Programs**") on the Property, and will do so in a prudent and workmanlike manner, which may include, at F4's sole discretion, hiring third parties to provide services in connection with the administration and carrying on of any Work Programs, consistent with good Exploration and Mining practices, and in compliance with all applicable laws, rules, orders and regulations.

(b) F4 will, prior to commencing any operations or activities on the Property, obtain, at CAMP's expense, all necessary operating and environmental permits required by any governmental agency.

(c) Except as otherwise agreed in writing by the Parties, F4, as the Operator, shall be entitled to invoice or cash call CAMP not more than 30 calendar days in advance of requirements, for an advance of any Expenditure amount required to be paid by CAMP in accordance with an approved Work Program. CAMP shall pay to F4 the invoice or cash call amount within 10 business days of receipt of the invoice cash call. Work on a Work Program shall not commence until CAMP has paid that invoice or cash call amount. If CAMP protests the correctness of an invoice it shall nevertheless be required to make the payment.

(d) F4, as the Operator, shall be entitled to an allowance for an aggregate cost overrun of 10% of each Work Program in addition to the aggregate budgeted Expenditures and any Expenditures so incurred shall be deemed to be included in the Work Program as adopted and not require additional approval by CAMP. In such instances, F4 will issue a cash call for such overrun, which shall be payable within 30 days. In the event an aggregate cost overrun exceeds 10% of any Work Program (a "**Cost Overrun**"), the amount of such Cost

Overrun in excess of 10% shall be automatically included in the next succeeding Work Program and borne by CAMP.

(e) F4 shall be entitled to a management fee equal to **10**% of all Expenditures incurred on the Property. For greater certainty, all Expenditures on the Property shall be incurred by F4 as the Operator and all management fees charged to and paid by CAMP will be considered to be Expenditures. Such **10**% management fee is for purposes of covering F4's general and administrative costs associated with acting as the Operator, and not for the purposes of making a profit.

(f) Should F4 provide equipment or personnel toward a Work Program, F4 shall do so at its actual cost of equipment and personnel.

6.2 Following the Operative Date, CAMP shall be the Operator and has the obligation to:

(a) prepare each Program and Budget for submission to the executive committee, and implement the Programs and Budgets approved by the executive committee;

(b) employ and engage such employees, agents, and independent contractors as CAMP may consider necessary or advisable to carry out its duties and obligations;

(c) manage, direct and control all exploration, development and production operations in, on and under the Property in a prudent manner, and in compliance with all applicable laws, rules, orders, regulations and policies;

(d) prepare and deliver progress reports to each of the members of the executive committee on a quarterly and annual basis;

(e) maintain, in accordance with the applicable accounting procedures, true and correct books, accounts and records of operations;

(f) maintain the Property in good standing free and clear of all Encumbrances other than Permitted Encumbrances;

(g) arrange for and maintain appropriate insurance coverage; and

(h) perform its duties and obligations in a manner consistent with good exploration and mining industry practices.

6.3 Any obligations of CAMP under the Option with respect to payments to F4 or the incurrence of Expenditures may be satisfied in whole or in party by an affiliate of CAMP.

6.4 This Agreement is an option only and except for payments already made, nothing herein contained shall be construed as obligating CAMP to do any acts or make any expenditures or payments hereunder, and any act or expenditure or payment as shall be made hereunder shall not be construed as obligating CAMP to do any further act or make any further issuance or expenditure or payment. CAMP shall have no obligation to complete the exercise of the Option and may allow any such option to lapse without notice.

6.5 If by reason of any Intervening Event, CAMP is prevented or delayed from completing the exercise of the Option within the required time, such time within which CAMP is required to complete the exercise of the applicable option shall be extended by the duration of such Intervening Event.

6.6 Forthwith after execution of this Agreement, CAMP may, at its expense, register on title to the Property, or elsewhere as permitted by applicable law, notice of its interest in this Agreement and its right to acquire an Interest in the Property.

6.7 As soon as reasonably practicable following the Effective Date, CAMP shall use commercially reasonable efforts to list its common shares on the TSXV, CSE or Cboe Canada, as the case may be. If requested by CAMP, F4 shall assist CAMP with obtaining such approval by providing additional information or documentation as may be required by the TSXV, CSE or Cboe Canada, as the case may be.

7. NSR ROYALTY

7.1 **Royalty Survives Exercise of Option.** Upon CAMP exercising the Initial Option and the Bump-Up Option (if applicable), F4 shall be deemed for all purposes of this Agreement to have retained the NSR Royalty, provided that CAMP shall be responsible only for the percentage of the NSR Royalty equal to its percentage interest in the Property. Therefore, if CAMP exercises the Initial Option, but does not exercise the Bump-Up Option, CAMP shall be responsible for 50% of the NSR Royalty; and if CAMP exercises both the Initial Option and the Bump-Up Option, CAMP shall be responsible for 70% of the NSR Royalty.

7.2 **Terms of NSR Royalty.** The NSR Royalty will be subject to the terms and conditions set out in Schedule "B".

8. SHARING OF INFORMATION & CONFIDENTIALITY

8.1 Except as otherwise required by law or securities regulatory authorities, each Party will obtain prior comments from the other Party before issuing any press release or public statement: (a) using the other Party's name or the names of the other Party's assignees or of its officers, directors or employees or of its assignees, or (b) which contains confidential information. Where a request is made for such comments, a reply thereto will be made within 24 hours after receipt of such request, failing which the Party requesting will be entitled to issue its press release or public statement as if the other Party had given its consent thereto. If the Parties fail to agree upon the text of the press release or public statement, the Party making the disclosure will make only such public statement or release as its counsel advises in writing is legally required to be made or is otherwise reasonable in the circumstances.

8.2 The Parties further agree that this Agreement, the transactions contemplated herein and any information relating to the Property and the other Party will not be provided to any third party or used other than for the activities contemplated hereunder, except as required by law or by the rules and regulations of any regulatory authority (including stock exchange) having jurisdiction (in which case the Party required to disclose such information shall to the extent practical give the other Party an opportunity to review and provide reasonable comments on the disclosure), or with the written consent of the other Party, such consent not to be unreasonably withheld.

8.3 Consent to disclosure of information pursuant to this Article 8 will not be unreasonably withheld where a Party wishes to disclose any such information to a third party for the purpose of arranging financing, entering into a corporate transaction or for the purpose of selling its Interest or its rights as contemplated in this Agreement or in the Joint Venture Agreement, as applicable, provided that such third party first enters into a written agreement with the other Party that any such information not theretofore publicly disclosed will be kept confidential and not disclosed to others on terms satisfactory to the other Party acting reasonably.

9. ASSOCIATION OF PARTIES

9.1 CAMP, on the one hand, and F4, on the other hand, shall become associated only for the purposes set forth in this Agreement. Except as otherwise expressed in this Agreement, the rights and obligations of the Parties will be, in each case, several, and will not be or construed to be either joint or several. Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute a Party, a partner, an agent or legal representative of the other Party. It is intended that this Agreement shall not create the relationship of a partnership among the Parties and that no act done by any Party pursuant to the provisions hereof will operate to create such a relationship.

9.2 All transactions, contracts, employments, purchases, operations, negotiations with third parties and any other matter or act undertaken on behalf of the Parties in connection with the Property will be done, transacted, undertaken or performed in the name of the transacting Party only and no Party will do, transact, perform or undertake anything in the name of any other Party or in the joint names of the Parties.

9.3 Except as specifically provided hereunder:

(a) each Party shall be at liberty to engage, for its own account and without duty to account to the other Party, in any mining or other business or activity outside the boundaries of the Property, including the ownership and operation of any other mining concessions, permits, licenses, claims and leases wherever located;

(b) no Party shall be under any fiduciary or other duty or obligation to the other Party which will prevent or impede such Party from participating in, or enjoying the benefits of, competing endeavours of a nature similar to the business or activity undertaken by the Parties hereunder outside of the Property; and

(c) the legal doctrines of "corporate opportunity" or "business opportunity" sometimes applied to persons occupying a relationship similar to that of the Parties will not apply outside of the boundaries of the Property with respect to participation by any Party in any mining or other business activity or endeavour.

10. DEFAULT

10.1 If any Party (a "**Defaulting Party**") is in default of any requirement herein set forth, the Party affected by such default will give written notice to the Defaulting Party specifying the default and the Defaulting Party will not lose any rights under this Agreement, unless within 30 days after the giving of the first notice of default by an affected Party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected Party will be

entitled to seek any remedy it may have on account of such default including terminating this Agreement and/or seeking the remedies of specific performance, injunction or damages.

11. TERMINATION

11.1 Subject to the terms of this Agreement, this Agreement terminates:

(a) upon the written agreement of the Parties hereto;

(b) upon the formation of the Joint Venture pursuant to Section 5.1;

(c) if CAMP fails to complete the Initial Option in accordance with Section 2.1; or

(d) at the election of an affected Party in accordance with Section 10.1.

11.2 Notwithstanding the termination of this Agreement, the indemnities contained in Section 3.3, the confidentiality provisions contained in Article 8, the NSR Royalty, and all other provisions hereof necessary for the interpretation and enforcement thereof will remain in full force and effect.

11.3 For greater certainty, should the Joint Venture be formed pursuant to this Agreement, the Joint Venture shall not be terminated upon the termination of this Agreement. Any termination of the Joint Venture shall be pursuant to the terms of the Joint Venture Agreement or as may otherwise be agreed in writing between the Parties hereto.

12. OBLIGATIONS AFTER TERMINATION OF OPTION

12.1 Subject to Section 11.2, if this Agreement is terminated for any reason whatsoever prior to the exercise of the Option under this Agreement, including the Initial Option and the Bump-Up Option, but excluding this Section 12 (which will continue in full force and effect for so long as is required to give full effect to the same) this Agreement will be of no further force and effect except that CAMP will leave the Property:

(a) free and clear of all liens, charges and encumbrances arising from this Agreement or its operations hereunder;

(b) with sufficient assessment credit to maintain the Property in good standing for a period of no less than 12 months; and

(c) in a safe and orderly condition.

13. EXERCISE OF OPTION

13.1 Once CAMP has satisfied its obligations in accordance with Section 2.5, CAMP will have exercised the Initial Option and acquired an undivided 50% right, title and interest in and to the Property and will give notice to F4 to that effect.

13.2 Once CAMP has satisfied its obligations in accordance with Section 2.7, CAMP will have exercised the Bump-Up Option and acquired an additional 20% right, title and interest in and to the Property, for a total interest of 70%, and will give notice to F4 to that effect.

14. TRANSFERS

14.1 Until the Post Option Interests are first determinable, no party shall transfer, convey, assign, mortgage, grant an option in respect of, grant a right to purchase or in any other manner dispose of or alienate any or all of its Interest in the Property or transfer or assign any of its rights under this Agreement (a "**Transfer**") without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14.2 Nothing in Section 14.1 applies to or restricts in any manner:

(a) a disposition by the transferring party of all or a portion of its interests to an affiliate of the transferring party, provided that such affiliate first assumes and agrees to be bound by the terms of this Agreement and agrees with the other party in writing to retransfer the interests to the transferring party before ceasing to be an affiliate of the transferring party;

(b) an amalgamation, merger or other form of corporate reorganization involving or the acquisition of shares or assets of the transferring party which is a bona fide business transaction that has the effect in law of the amalgamated or surviving corporation possessing, directly or indirectly, substantially all the property, rights and interests and being subject to substantially all the debts, liabilities and obligations of the transferring party; or

(c) a sale, forfeiture, charge, withdrawal, transfer or other disposition or Encumbrance which is otherwise specifically required or permitted under this Agreement.

14.3 As a condition of any Transfer, the transferee must covenant and agree in writing to be bound by this Agreement, including this Article 14, and, prior to the completion of any such Transfer, the transferring party will deliver to the non-transferring party evidence thereof in a form satisfactory to the other party, acting reasonably, in which case the transferring party will be released from its obligations hereunder with the exception of any outstanding obligations arising prior to the Transfer and to the indemnities contained in Section 3.3 and the confidentiality provisions contained in Article 8, for which the transferring party will remain subject to and liable.

15. DISPUTE RESOLUTION

15.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the reach, termination or invalidating thereof, shall be settled by arbitration of a single arbitrator in accordance with the rules of the *Commercial Arbitration Act* (British Columbia) (the "**CAABC**").

15.2 Except as specifically provided in this Article 15, an arbitration hereunder will be conducted in accordance with the rules of the CAABC (the "**Rules**"). The arbitrator will fix a time and place for the purpose of hearing the evidence and representations of the parties and he or she will preside over the arbitration and determine all questions of procedure not provided for under such Rules or this Article 15. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award and reduce the same to writing and deliver one copy thereof to each of the parties. The decision of the arbitrator will be made within 30 days after his or her appointment, subject to any reasonable delay due to unforeseen circumstances. The decision of the arbitrator may be entered into any court.

15.3 The expense of the arbitration, including travel costs and attorney's fees and costs of the prevailing party, will be paid as specified in the award.

15.4 The award of the single arbitrator will be final and binding upon each of the parties.

16. **FORCE MAJEURE**

16.1 The obligations of a Party shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including without limitation, acts of God; laws, instructions or requests of any government or governmental entity; judgments or orders of any court; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot; civil strife, terrorism, insurrection or rebellion; acts or claims of natives or aboriginals, or environmental or other activist group; flood, fire, explosion, earthquake, or subsidence; access or title to any of the Property; or any other cause similar to the foregoing (an "**Intervening Event**"). For greater certainty, in the case of an Intervening Event, CAMP shall be permitted to suspend payment of any amounts required to be paid to F4 under this Agreement to the extent and for the period that the performance of the activities to be funded with such amounts is prevented by an Intervening Event.

16.2 A Party relying on the provisions of Section 16.1 will promptly give written notice to the other Party of the particulars of the Intervening Event and all time limits imposed by this Agreement will be extended from the date of delivery of such notice by a period equivalent to the period of delay resulting from an Intervening Event.

16.3 A Party relying on the provisions of Section 16.1 will take all reasonable steps to eliminate any Intervening Event and, if possible, will perform its obligations under this Agreement as far as commercially practical, but nothing herein will require such Party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if an Intervening Event renders completion commercially impracticable. A Party relying on the provisions of Section 16.1 will give written notice to the other Party as soon as such Intervening Event ceases to exist.

17. **EXPENSES**

17.1 Each Party shall be responsible for the payment of its own costs and expenses, including legal fees and disbursements, incurred by it in connection with the negotiation and execution of this Agreement and the Joint Venture Agreement.

18. **NOTICES**

18.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by mail, e-mail, facsimile or other similar form of communication, in each case addressed as follows:

(a) If to F4 at:

750 - 1620 Dickson Avenue
Kelowna, BC V1Y 9Y2

Attention: **Raymond Ashley**
Email: [redacted]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, British Columbia V6E 4E5

Attention: Jamie Kariya
E-mail: [redacted]

(b) If to CAMP at:

1890 – 1075 West Georgia Street
Vancouver, BC V6E 3C9

Attention: Mike Taylor
Email: [redacted]

with a copy (which shall not constitute notice) to:

Attention: Binh Vu
E-mail: [redacted]

18.2 Any notice, direction or other instrument will:

(a) if delivered, be deemed to have been given and received on the day it was delivered; and

(b) if sent by e-mail, facsimile or other similar form of communication, be deemed to have been given and received on the business day following the day it was so sent.

18.3 A Party may at any time give to the other Party notice in writing of any change of address of the Party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such Party for the purposes of giving notice hereunder.

19. **GENERAL TERMS**

19.1 The Parties shall execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Agreement.

19.2 Time will be of the essence in the performance of this Agreement.

19.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No Party may sell, assign, pledge or mortgage or

otherwise encumber all or any part of its interest herein without the prior written consent of all the other Parties; provided that either Party may at anytime at its sole discretion and without the prior approval of the other Party assign and transfer any benefit or right herein to an affiliate of such transferring Party, subject at all times to the requirement that any such affiliate remain affiliated with such transferring Party failing which any such interest shall be immediately transferred back to such transferring Party; and provided further that any transfer of all or any part of a Party's interest herein to its affiliate will be accompanied by the written agreement of any such affiliate to assume the obligations of such transferring Party hereunder and to be bound by the express terms and conditions hereof.

19.4 This Agreement (including the Schedules hereto) constitutes the entire agreement between the Parties and, except as hereafter set out, replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the Parties with respect to the subject matter herein, including, without limitation, the Letter of Intent.

19.5 The Parties acknowledge that any securities required to be issued pursuant to this Agreement will be subject to such resale restrictions and legends as may be imposed by applicable securities laws and the TSXV.

19.6 This Agreement shall be governed by and construed according to the laws of British Columbia and the federal laws of Canada applicable therein.

19.7 This Agreement may only be amended by the written agreement of all the Parties hereto and their permitted successors and assigns.

19.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

F4 URANIUM CORP.

Per: _____

Name: Raymond Ashley
Title: Chief Executive Officer

CANADIAN GOLDCAMPS CORP.

Per: _____

Name: Mike Taylor
Title: Chief Executive Officer

Schedule "A"

MURPHY LAKE MINERAL CLAIM

Mineral Claim Disposition numbers:

MC00009689, MC00009690, MC00009691, MC00009692, MC00009693, MC00009697, MC00009701, MC00009704

Schedule "B" NSR

ROYALTY Terms

and Conditions

1) Upon commencing production of any valuable minerals, industrial minerals, gems or precious stones from the Property, the Holder (as defined below) will be entitled to a royalty on production (the "**NSR Royalty**") equal to 2.0% of Net Smelter Returns as defined below.

   The term "**Net Smelter Returns**" means the actual proceeds received by the owner of the Property (the "**Owner**") from any mint, smelter, refinery or other purchaser from the sale of ores, valuable minerals, industrial minerals, gems or precious stones, metals (including bullion) or concentrates (collectively "**Product**") produced from the Property and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:

   a) smelting and refining charges (including assaying and sampling costs specifically related to smelting or refining);

   b) penalties, smelter assay costs and umpire assay costs;

   c) cost of freight and handling of ores, metals or concentrates from the Property to any mint, smelter, refinery, or other purchaser;

   d) marketing costs;

   e) costs of insurance in respect of Product;

   f) customs duties, severance tax, royalties, mineral taxes or the like payable in respect of the Product; and

   g) sales, use, gross receipts, severance, and other taxes, if any, payable with respect to severance, production, removal, sale or disposition of the Product, but excluding any taxes on net income.

2) The NSR Royalty will be:

   (a) calculated and paid on a quarterly basis within 60 days after the end of each quarter of the financial year for the mine (an "**Operating Year**"), based on the Net Smelter Returns for such quarter;

   (b) each payment of NSR Royalty will be accompanied by an unaudited statement indicating the calculation of the NSR Royalty in reasonable detail and the holder (the "**Holder**") of the NSR Royalty will receive, within three months of the end of each Operating Year, an annual summary unaudited statement (an "**Annual Statement**") showing in reasonable detail the calculation of the NSR Royalty for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to the Holder;

   (c) the Holder will have 45 days from the time of receipt of the Annual Statement to question its accuracy in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable;

(d) if the Annual Statement is questioned by the Holder, and if those questions cannot be resolved between the Owner and the Holder, the Holder will have 12 months from the date of receipt of the Annual Statement to have the Annual Statement audited, by its representative, which will initially be at the expense of the Holder;

(e) the audited Annual Statement will be final and determinative of the calculation of the NSR Royalty for the audited period and will be binding on the parties and any overpayment of NSR Royalty will be deducted by the Owner from the next payment of NSR Royalty and any underpayment of NSR Royalty will be paid forthwith by the Owner;

(f) the costs of the audit will be borne by the Holder if the Annual Statement was accurate within 2% or overstated the NSR Royalty payable by greater than 2% and will be borne by the Owner if the Annual Statement understated the NSR Royalty payable by greater than 2%. If the Owner is obligated to pay for the audit, it will forthwith reimburse the Holder for any of the audit costs that it had paid; and

(g) the Holder or his representative will be entitled to examine, on reasonable notice and during normal business hours, all books and records that are reasonably necessary to verify the payment of the NSR Royalty to it from time to time, provided however that such examination must not unreasonably interfere with or hinder the Owner's operations or procedures.

3) The determination of the NSR Royalty is based on the premise that production will be developed solely from the Property. If the Property and one or more other properties are incorporated in a single mining project and metals, ores or concentrates pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom will be negotiated between the parties and, if the parties fail to agree on such allocation, the matter will be referred to arbitration pursuant to Section 4) of this Schedule "B". The arbitrator will make reference to the Agreement and this Schedule "B" and to practices used in mining operations that are of a similar nature. The arbitrator will be entitled to retain independent mining consultants as he considers necessary. The decision of the arbitrator will be final and binding on the parties.

4) Any matters in these Terms and Conditions which are to be settled by arbitration will be subject to the following:

a) any matter required or permitted to be referred to arbitration pursuant to these Terms and Conditions will be determined by a single arbitrator to be appointed by the parties;

b) any party may refer any such matter to arbitration by written notice to the other party and, within 10 days after receipt of the notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator unless such person agrees in writing to act;

c) if the parties cannot agree on a single arbitrator as provided in subparagraph (b), either party may submit the matter to arbitration (before a single arbitrator) in accordance with the British Columbia *Arbitration Act,* S.B.C 2020, c. 2 (the "**Act**"); and

d) except as specifically provided in this paragraph, an arbitration under this Agreement will be conducted in accordance with the Act. The arbitrator will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties and he will preside over the arbitration and determine all questions of procedure not provided for under the Act or this paragraph. After hearing any evidence and representations that the parties may submit, the

arbitrator will make an award in writing and deliver one copy of the award to each party. The decision of the arbitrator will be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

5) The right to receive a percentage of Net Smelter Returns as and when due will not be deemed to constitute the Holder the partner, agent or legal representative of the Holder.

6) All capitalized terms not defined in this Schedule "B" have the meaning given to them in the Agreement to which these Terms and Conditions form Schedule "B".

SCHEDULE "D"

AUDIT COMMITTEE CHARTER

1. The Audit Committee's Charter

The Audit Committee's mandate and charter can be described as follows:

A. Each member of the Audit Committee shall be a member of the Board of Directors, in good standing, and the majority of the members of the audit committee shall be independent in order to serve on this committee.

B. At least one of the members of the Audit Committee shall be financially literate.

C. Review the Audit Committee's charter annually, reassess the adequacy of this charter, and recommend any proposed changes to the Board of Directors. Consider changes that are necessary as a result of new laws or regulations.

D. The Audit Committee shall meet at least four times per year, and each time the Company proposes to issue a press release with its quarterly or annual earnings information. These meetings may be combined with regularly scheduled meetings, or more frequently as circumstances may require. The Audit Committee may ask members of management or others to attend the meetings and provide pertinent information as necessary.

E. Conduct executive sessions with the outside auditors, outside counsel, and anyone else as desired by the committee.

F. The Audit Committee shall be authorized to hire outside counsel or other consultants as necessary (this may take place any time during the year).

G. Appoint the independent auditors to be engaged by the Company, establish the audit fees of the independent auditors, pre-approve any non-audit services provided by the independent auditors, including tax services, before the services are rendered. Review and evaluate the performance of the independent auditors and review the full Board of Directors any proposed discharge of the independent auditors.

H. Review with management the policies and procedures with respect to officers' expense accounts and perquisites, including their use of corporate assets, and consider the results of any review of these areas by the independent auditor.

I. Consider, with management, the rationale for employing audit firms rather than the principal independent auditors.

J. Review with management and the independent auditors, all significant risks or exposures facing the Company; assess the steps the Management has taken or proposes to take to minimize such risks to the Company; and periodically review compliance with such steps.

K. Review with the independent auditor, the audit scope and plan of the independent auditors. Address the coordination of the audit efforts to assure the completeness of coverage, reduction of redundant efforts, and the effective use of audit resources.

L. Inquire regarding the "quality of earnings" of the Company from a subjective as well as an objective standpoint.

M. Review with the independent accountants: (a) the adequacy of the Company's internal controls including computerized information systems controls and security; and (b) any related significant findings and recommendations of the independent auditors together with management's responses thereto.

N. Review with management and the independent auditor the effect of any regulatory and accounting initiatives, as well as off-balance-sheet structures, if any.

O. Review with management and the independent auditors, the interim annual financial report before it is filed with the regulatory authorities.

P. Review with each public accounting firm that performs an audit: (a) all critical accounting policies and practices used by the Company; and (b) all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management of the Company, the ramifications of each alternative and the treatment preferred by the Company.

Q. Review all material written communications between the independent auditors and management, such as any management letter or schedule of unadjusted differences.

R. Review with management and the independent auditors: (a) the Company's annual financial statements and related footnotes; (b) the independent auditors' audit of the financial statements and their report thereon; (c) the independent auditor's judgments about the quality, not just the acceptability, of the Company's accounting principles as applied in its financial reporting; (d) any significant changes required in the independent auditors' audit plan; and (e) any serious difficulties or disputes with management encountered during the audit.

S. Periodically review the Company's code of conduct to ensure that it is adequate and up-to-date.

T. Review the procedures for the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters that may be submitted by any party internal or external to the organization. Review any complaints that might have been received, current status, and resolution if one has been reached.

U. Review procedures for the confidential, anonymous submission by employees of the organization of concerns regarding questionable accounting or auditing matters. Review any submissions that have been received, the current status, and resolution if one has been reached.

V. The Audit Committee will perform such other functions as assigned by law, the Company's charter or bylaws, or the board of directors.

W. The Audit Committee will evaluate the independent auditors.

2. Composition of the Audit Committee

The members of the audit committee are Michael Taylor, Jason Hawkins and Maciej Lis, a majority of which are independent, and at least one member of which is financially literate.

A member of the audit committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of the Company's Board of Directors, reasonably interfere with the exercise of a member's independent judgement.

A member of the audit committee is considered 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.