

SCOUT MINERALS CORP.

STOCK OPTION PLAN

Dated February 15, 2022

TABLE OF CONTENTS
SCOUT MINERALS CORP.

	<u>Page No.</u>
ARTICLE 1 PURPOSE AND INTERPRETATION.....	1
1.1 PURPOSE	1
1.2 DEFINITIONS	1
ARTICLE 2 STOCK OPTION PLAN.....	5
2.1 ESTABLISHMENT OF STOCK OPTION PLAN	5
2.2 SHARES ISSUABLE UNDER THE PLAN	6
2.3 ELIGIBILITY	6
2.4 OPTIONS GRANTED UNDER THIS PLAN	6
2.5 LIMITATIONS ON ISSUE	6
2.6 POWERS OF THE BOARD	7
2.7 TERMS OR AMENDMENTS REQUIRING SHAREHOLDER AND DISINTERESTED SHAREHOLDER APPROVAL	8
ARTICLE 3 TERMS AND CONDITIONS OF OPTIONS	9
3.1 EXERCISE PRICE	9
3.2 TERM OF OPTION.....	9
3.3 OPTION AMENDMENT	9
3.4 VESTING OF OPTIONS	9
3.5 OPTIONEE CEASING TO BE DIRECTOR, EMPLOYEE OR SERVICE PROVIDER	10
3.6 NON-ASSIGNABLE.....	10
3.7 ADJUSTMENT OF THE NUMBER OF OPTIONED SHARES	10
ARTICLE 4 COMMITMENT AND EXERCISE PROCEDURES	12
4.1 OPTION COMMITMENT	12
4.2 MANNER OF EXERCISE	12
4.3 DELIVERY OF CERTIFICATE AND HOLD PERIODS	12
ARTICLE 5 GENERAL	12
5.1 WITHHOLDING	12
5.2 EMPLOYMENT AND SERVICES	13
5.3 NO REPRESENTATION OR WARRANTY	13
5.4 INTERPRETATION	14
5.5 AMENDMENT OF THIS PLAN	14

SCOUT MINERALS CORP.**STOCK OPTION PLAN****(the “Plan”)****ARTICLE 1****PURPOSE AND INTERPRETATION****1.1 Purpose**

The principal purposes of this Plan are to:

- (a) advance the interests of Scout Minerals Corp. (the “**Company**”) by encouraging equity participation in the Company by Service Providers (defined below) through the acquisition of Shares (defined below);
- (b) retain and attract the qualified Service Providers the Company and its Affiliates require; and
- (c) provide a long-term incentive element in overall compensation paid by the Company to Service Providers.

It is the intention of the Company that this Plan will at all times be in compliance with the applicable Exchange Policies (defined below) and any inconsistencies between this Plan and the applicable Exchange Policies, whether due to inadvertence or changes in the applicable Exchange Policies, will be resolved in favour of the applicable Exchange Policies.

1.2 Definitions

As used herein, unless anything in the subject matter or context is inconsistent therewith, the following terms will have the meanings set forth below:

- (a) “**Affiliate**” means a corporation that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company.
- (b) “**Associate**” has the meaning ascribed to it under the Securities Act.
- (c) “**Blackout Period**” means a period of time during which the Company prohibits Optionees from exercising their Options, which Blackout Period must be formally imposed by the Company pursuant to its internal trading policies as a result of the *bona fide* existence of undisclosed Material Information.
- (d) “**Board**” means the board of Directors of the Company or any committee thereof duly empowered or authorized to grant options under this Plan.

- (e) **“Change of Control”** includes situations where, after giving effect to the contemplated transaction, as a result of such transaction:
- (i) any one person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or its successor; or
 - (ii) any combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, hold in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,
- where such person or combination of persons did not previously hold a sufficient number of voting shares to affect materially control of the Company or its successor. In the absence of evidence to the contrary, any person or combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 20% of the voting shares of the Company or its successor, is deemed to materially affect the control of the Company or its successor.
- (f) **“Company”** means Scout Minerals Corp. and includes, unless the context otherwise requires, all of its subsidiaries or Affiliates and successors according to law.
- (g) **“Consultant”** means an individual or Consultant Company, other than an Employee, Officer or Director that:
- (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, managerial or other services to the Company, other than services provided in relation to a Distribution;
 - (ii) provides the services under a written contract between the Company and the individual/Consultant Company, as the case may be;
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company; and
 - (iv) has a relationship with the Company that enables the individual/Consultant Company to be knowledgeable about the business and affairs of the Company.
- (h) **“Consultant Company”** means a Consultant that is a corporation.
- (i) **“corporation”** means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.

- (j) “**Directors**” means the directors of the Company as may be elected or duly appointed from time to time and “**Director**” means any one of them.
- (k) “**Disinterested Shareholder Approval**” means approval by a majority of the votes cast by all the Company’s shareholders at a duly constituted shareholders’ meeting, excluding votes attached to shares beneficially owned by Service Providers or their Associates.
- (l) “**Distribution**” has the meaning assigned to it in subsection 1(1) of the Securities Act, and generally refers to a distribution of securities by the Company from treasury.
- (m) “**Effective Date**” for an Option means the date of grant of the Option by the Board.
- (n) “**Employee**” means:
 - (i) an individual who is considered an employee of the Company under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source) or any other applicable laws;
 - (ii) an individual who works full-time for the Company providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source.
- (o) “**Exchange**” means the stock exchange on which the Shares are listed.
- (p) “**Exchange Policies**” means the rules and policies of the applicable Exchange, as such may be amended from time to time.
- (q) “**Exercise Price**” means the amount payable per Optioned Share on the exercise of an Option, as specified in the Option Commitment relating to such Option.
- (r) “**Expiry Date**” means the day on which an Option lapses as specified in the Option Commitment relating to such Option or in accordance with the terms of this Plan.
- (s) “**Insider**” means:

- (i) a Director or Officer of the Company;
 - (ii) a director or senior officer of a corporation that is an Insider or subsidiary of the Company;
 - (iii) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Company;
 - (iv) the Company itself if it holds any of its own securities; and
 - (v) an Associate of any person who is an Insider by virtue of any of subparagraphs (i) – (iv) above.
- (t) “**Investor Relations Activities**” has the meaning assigned to it in the applicable Exchange Policies, and means, generally, any activities or communications that can reasonably be seen to be intended to or be primarily intended to promote the merits or awareness of or the purchase or sale of securities of the Company.
- (u) “**Management Company Employee**” means an individual employed by a person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a person engaged primarily in Investor Relations Activities.
- (v) “**Material Change**” has the meaning ascribed to it under applicable securities laws.
- (w) “**Material Fact**” has the meaning ascribed to it under applicable securities laws.
- (x) “**Material Information**” means a Material Fact and/or Material Change.
- (y) “**Officer**” means a duly appointed officer as such term is defined in subsection 1(1) of the Securities Act, and means, generally:
- (i) a chair or vice chair of the board of directors, or a chief executive officer, chief operating officer, chief financial officer, president, vice president, secretary, assistant secretary, treasurer, assistant treasurer or general manager of a corporation;
 - (ii) an individual who is designated as an officer under a bylaw or similar authority of a corporation; or
 - (iii) an individual who performs functions similar to those normally performed by an individual referred to in sub-paragraph (i) or (ii) above.
- (z) “**Option**” means an option to purchase Shares granted to a Service Provider pursuant to the terms of this Plan.

- (aa) **“Option Commitment”** means the notice of grant of an Option delivered by the Company to a Service Provider, substantially in the form of Schedule “A” (as to an Option without vesting provisions) or Schedule “B” (as to an Option with vesting provisions, where permitted under applicable Exchange Policies) attached hereto.
- (bb) **“Optioned Shares”** means Shares that may be issued in the future to a Service Provider upon the exercise of an Option.
- (cc) **“Optionee”** means the recipient of an Option granted under this Plan.
- (dd) **“Outstanding Shares”** means at the relevant time, the number of issued and outstanding Shares, from time to time.
- (ee) **“person”** means a corporation or an individual.
- (ff) **“Plan”** means this Stock Option Plan of the Company, as such may be amended from time to time.
- (gg) **“Regulatory Approval”** means the approval of the applicable Exchange and any other securities regulatory authority that may have lawful jurisdiction over this Plan and any Options granted under this Plan.
- (hh) **“Securities Act”** means the *Securities Act*, R.S.B.C. 1996, c.418, as amended from time to time.
- (ii) **“Service Provider”** means a person who is a bona fide Director, Officer, Employee, Management Company Employee or Consultant of the Company or one of its Affiliates and also includes a corporation, of which 100% of the share capital is beneficially owned by one or more Service Providers.
- (jj) **“Shareholder Approval”** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders’ meeting.
- (kk) **“Shares”** means the common shares of the Company as presently constituted and **“Share”** means any one of them.

ARTICLE 2 STOCK OPTION PLAN

2.1 Establishment of Stock Option Plan

There is hereby established this Plan to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Affiliates.

2.2 Shares Issuable Under the Plan

- (a) Subject to the requirements of the applicable Exchange, the aggregate number of Optioned Shares that may be issuable pursuant to Options granted under this Plan will not exceed 10% of the number of Outstanding Shares at the time of the granting of Options under the Plan.
- (b) In the event an Option granted under this Plan is exercised, expires unexercised, is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the number of Optioned Shares that were set aside for issue pursuant to that option will become available for the issuance of Options hereunder, subject to the maximum number set forth in paragraph 2.2(a).

2.3 Eligibility

- (a) Options to purchase Optioned Shares may be granted under this Plan to Service Providers from time to time by the Board.
- (b) If required under applicable Exchange Policies, a Service Provider that is a corporation will be required to provide to the applicable Exchange a written undertaking pursuant to which the Service Provider undertakes not to effect or permit any transfer of ownership or option of any of its shares, nor to allot and issue further securities of any class of shares of its authorized capital to any other individual or entity (so as to indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the applicable Exchange and the Company is first obtained.

2.4 Options Granted Under this Plan

- (a) All Options granted under this Plan will be evidenced by an Option Commitment substantially in the forms attached hereto as Schedule "A" or Schedule "B", showing the number of Optioned Shares, the term of the Option, the Exercise Price and a reference to vesting terms, if any.
- (b) Subject to specific variations approved by the Board, all terms and conditions set out in this Plan will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

2.5 Limitations on Issue

Subject to paragraphs 2.7(a) and 2.7(b) below, the following restrictions on issuance of Options are applicable under this Plan:

- (a) the aggregate number of Options that may be granted to any one person (including a corporation wholly-owned by that person) in a 12 month period must not exceed 5% of the Outstanding Shares, calculated at the date the Option is

granted to the Optionee, unless the Company has obtained Disinterested Shareholder Approval;

- (b) where required by applicable Exchange Policies, the aggregate number of Options that may be granted to any one Consultant in a 12 month period must not exceed 2% of the Outstanding Shares, calculated at the date the Option is granted to the Consultant;
- (c) the aggregate number of Options that may be granted to all persons retained to provide Investor Relations Activities must not exceed 1% of the Outstanding Shares in any 12 month period, calculated at the date the Option is granted to any such Optionee; and
- (d) no Options can be granted under this Plan while there is any undisclosed Material Information relating to the Company and unless such grant complies with applicable Exchange Policies.

2.6 Powers of the Board

The Board will be responsible for the general administration of this Plan and the proper execution of its provisions, the interpretation of this Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:

- (a) allot Optioned Shares for issuance in connection with the exercise of Options;
- (b) grant Options under this Plan;
- (c) subject to Regulatory Approval if required, suspend, terminate or discontinue this Plan, or revoke or alter any action taken in connection therewith, except that no general suspension of this Plan will, without the written consent of all Optionees, alter or impair any Option previously granted under this Plan unless as a result of a change in applicable Exchange Policies;
- (d) subject to Regulatory Approval and to paragraphs 2.7(a) and 2.7(b) below, amend this Plan, except that no general amendment will, without the written consent of all Optionees, alter or impair any Option previously granted under this Plan unless as a result of a change in applicable Exchange Policies;
- (e) delegate all or such portion of its powers under this Plan as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of this Plan so delegated to the same extent as the Board is hereby authorized so to do; and
- (f) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Service Providers (before a particular Option is granted) subject to the other terms of this Plan.

2.7 Terms or Amendments Requiring Shareholder and Disinterested Shareholder Approval

- (a) The Company will be required to obtain shareholder approval (by way of simple majority) in order to amend any of the following terms of this Plan:
- (i) persons eligible to be granted Options under this Plan;
 - (ii) the maximum number or percentage, as the case may be, of Optioned Shares that may be reserved under this Plan for issuance pursuant to the exercise of Options;
 - (iii) the limitations under this Plan on the number of Options that may be granted to any one person or any category of persons (subject to paragraph 2.7(b) below);
 - (iv) the method for determining the Exercise Price of Options;
 - (v) the maximum term of Options; and
 - (vi) the expiry and termination provisions applicable to Options.

Notwithstanding the above, amendments to fix typographical errors and amendments to clarify existing provisions of this Plan that do not have the effect of altering the scope, nature and intent of such provisions will not require shareholder approval.

- (b) The Company will be required to obtain Disinterested Shareholder Approval:
- (i) if the aggregate number of Options held by Insiders (as a group) at any point in time would exceed 10% of the Outstanding Shares;
 - (ii) if the aggregate number of Options granted to Insiders (as a group) within a 12 month period would exceed 10% of the Outstanding Shares;
 - (iii) if the aggregate number of Options granted to any person (including a corporation wholly owned by that person) within a 12 month period would exceed 5% of the Outstanding Shares, calculated at the date the Option is granted; and
 - (iv) prior to any amendment to Options held by Insiders that would have the effect of decreasing the Exercise Price of such Options (where such amendment is permitted under applicable Exchange Policies).

ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS

3.1 Exercise Price

The Exercise Price shall be that price per share, as determined by the Board in its sole discretion at the time such Option is granted under this Plan, at which an Optionee may purchase an Optioned Share upon the exercise of an Option, and shall not be less than the last closing price of the Company's Shares traded through the facilities of the Exchange prior to the grant of the Option, less any discount permitted by the Exchange, or such other price as may be required by the Exchange

3.2 Term of Option

- (a) Subject to paragraph 3.2(c) below, an Option can be exercisable for a maximum of ten years from the Effective Date.
- (b) Subject to paragraph 3.2(a) above, the term of an Option will be set by the Board at the time such Option is granted under this Plan.
- (c) Notwithstanding paragraph 3.2(a) above, if the Expiry Date of an Option occurs within a Blackout Period, and neither the Optionee nor the Company is subject to a cease trade order in respect of the Company's securities, then the Expiry Date of the Option will automatically be extended to the date which is ten (10) business days after expiry of the Blackout Period.

3.3 Option Amendment

The terms of an Option may only be amended if permitted under applicable Exchange Policies, and where an amendment is permitted under applicable Exchange Policies, such amendment must comply with the applicable Exchange Policies, including obtaining Disinterested Shareholder Approval to such amendment if required, and must be approved by the applicable Exchange prior to the exercise of such Option if so required.

3.4 Vesting of Options

- (a) Options may not be granted with vesting provisions if vesting is prohibited under applicable Exchange Policies.
- (b) Subject to paragraphs 3.4(a) and 3.4(c) below, vesting of Options is at the discretion of the Board and will generally be subject to:
 - (i) the Service Provider, if a Director, remaining as a Director of the Company or an Affiliate of the Company during the vesting period; or
 - (ii) if the Service Provider is other than a Director, the Service Provider remaining employed by or continuing to provide services to the Company or an Affiliate of the Company, as well as, at the discretion of the Board,

achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company during the vesting period.

- (c) If required under applicable Exchange Policies, Options granted to persons retained to provide Investor Relations Activities will vest:
 - (i) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or
 - (ii) such longer vesting period as the Board may determine.

3.5 Optionee Ceasing to be Director, Employee or Service Provider

All Options granted to an Optionee will expire immediately upon such Optionee ceasing to be a Service Provider, and the Optionee may not exercise any Options after such Optionee ceases to be a Service Provider, except that:

- (a) in the case of the death of an Optionee, any vested Option held such Optionee at the date of death may be exercised by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the Expiry Date otherwise applicable to such Option;
- (b) subject to sub-paragraph 3.5(c) below, any vested Option held by an Optionee at the date the Optionee ceases to be a Service Provider may be exercised by such Optionee until the earlier of: (i) the date that is 90 days after the date such Optionee ceases to be a Service Provider, or such extended date not to exceed one year after the date the Optionee ceases to be a Service Provider where such extended date is approved by the Board in writing; and (ii) the Expiry Date otherwise applicable to such Options; and
- (c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal, will immediately terminate without right to exercise same.

3.6 Non-Assignable

Subject to sub-paragraph 3.5(a) above, all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable unless such assignment or transfer is permitted under applicable Exchange Policies.

3.7 Adjustment of the Number of Optioned Shares

The number of Optioned Shares issuable on exercise of an Option will be subject to adjustment in the events of and in the manner following:

- (a) in the event of a subdivision of Shares as constituted on the date of this Plan, at any time while an Option is in effect, into a greater number of Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefore;
- (b) in the event of a consolidation of the Shares as constituted on the date of this Plan, at any time while an Option is in effect, into a lesser number of Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Shares as result from the consolidation;
- (c) in the event of any change of the Shares as constituted on the date of this Plan, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Shares so purchased had the right to purchase been exercised before such change;
- (d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other corporation or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this sub-paragraph 3.7(d);
- (e) an adjustment will take effect at the time of the event giving rise to the adjustment and the adjustments provided for in this paragraph 3.7 are cumulative;
- (f) the Company will not be required to issue fractional shares in satisfaction of its obligations under this Plan. Any fractional interest in a Share that would, except for the provisions of this sub-paragraph 3.7(f), be deliverable upon the exercise of an Option will be cancelled and will not be deliverable by the Company; and

- (g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this paragraph 3.7, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 4 COMMITMENT AND EXERCISE PROCEDURES

4.1 Option Commitment

Upon grant of an Option pursuant to this Plan, an authorized Director or Officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Option(s) and upon such delivery the Optionee will be subject to this Plan and will have the right to purchase the Optioned Shares at the Exercise Price set out in such Option Commitment, subject to the terms and conditions of this Plan. Where applicable, the Option Commitment will bear a legend stipulating the resale restrictions required under applicable Exchange Policies.

4.2 Manner of Exercise

An Optionee who wishes to exercise an Option may do so by delivering to the Company:

- (a) a written notice specifying the number of Optioned Shares being acquired pursuant to the exercise of Option, substantially in the form as set out in Schedule "C" attached hereto; and
- (b) cash or a certified cheque payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.

4.3 Delivery of Certificate and Hold Periods

As soon as practicable after receipt of the notice of exercise described in sub-paragraph 4.2(a) above, and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. If applicable, such certificate will bear a legend stipulating any resale restrictions required under applicable securities laws and under applicable Exchange Policies.

ARTICLE 5 GENERAL

5.1 Withholding

The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as may be necessary to enable the Company to comply with the applicable requirements of any federal, provincial, state or local law, or any administrative policy of any

applicable tax authority, relating to the withholding of tax or any other required deductions with respect to grants hereunder (the “**Withholding Obligations**”). The Company shall also have the right in its discretion to satisfy any liability for any Withholding Obligations by selling, or causing a broker to sell, on behalf of any Optionee such number of Optioned Shares issued to the Optionee sufficient to fund the Withholding Obligations (after deducting commissions payable to the broker), or retaining any amount payable which would otherwise be delivered, provided or paid to the Optionee hereunder.

The Company may require an Optionee, as a condition to exercise of an Option, to make such arrangements as the Company may require so that the Company can satisfy applicable Withholding Obligations with respect to such exercise, including, without limitation, requiring the Optionee to: (i) remit the amount of any such Withholding Obligations to the Company in advance; (ii) reimburse the Company for any such Withholding Obligations; (iii) authorize the Company to sell, on behalf of the Optionee, all of the Optioned Shares issuable upon exercise of such Options or such number of Optioned Shares as is required to satisfy the Withholding Obligations and to retain such portion of the net proceeds (after payment of applicable commissions and expenses) from such sale the amount required to satisfy any such Withholding Obligations; or (iv) cause a broker who sells Optioned Shares acquired by the Optionee under the Plan on behalf of the Optionee to withhold from the proceeds realized from such sale the amount required to satisfy any such Withholding Obligations and to remit such amount directly to the Company. The Company undertakes to remit any such amount to the applicable taxation or regulatory authority on account of such Withholding Obligations.

Any Optioned Shares of a Optionee that are sold by the Company, or by a broker engaged by the Company (the “**Broker**”), to fund Withholding Obligations will be sold as soon as practicable in transactions effected on the Exchange. In effecting the sale of any such Optioned Shares, the Company or the Broker will exercise its sole judgement as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Company nor the Broker will be liable for any loss arising out of any sale of such Optioned Shares including any loss relating to the manner or timing of such sales, the prices at which the Optioned Shares are sold or otherwise. In addition, neither the Company nor the Broker will be liable for any loss arising from a delay in transferring any Optioned Shares to an Optionee. The sale price of Optioned Shares sold on behalf of Optionees will fluctuate with the market price of the Company’s shares and no assurance can be given that any particular price will be received upon any such sale.

5.2 Employment and Services

Nothing contained in this Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee’s office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in this Plan by an Optionee will be voluntary.

5.3 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of Optioned Shares issued in accordance with the provisions of this Plan or to the effect of the *Income Tax*

Act (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

5.4 Interpretation

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

5.5 Amendment of this Plan

The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate this Plan with respect to all Optioned Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of this Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

SCHEDULE "A"

[INCLUDE LEGEND HERE IF REQUIRED UNDER APPLICABLE SECURITIES LAW OR APPLICABLE EXCHANGE POLICIES]

SCOUT MINERALS CORP.
STOCK OPTION PLAN DATED FEBRUARY 15, 2022
(the "Stock Option Plan")

OPTION COMMITMENT
[No Vesting Provisions]

Notice is hereby given that, effective this ____ day of _____, 20__ (the "**Effective Date**"), SCOUT MINERALS CORP. (the "**Company**") has granted to *[registered name of optionee]* (the "**Service Provider**") an Option to acquire common shares of the Company (the "**Optioned Shares**") until 4:30 p.m. (Vancouver Time) on the ____ day of _____, 20__ (the "**Expiry Date**") at an exercise price (the "**Exercise Price**") of \$_____ per Optioned Share.

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Stock Option Plan, the terms and conditions of which are hereby incorporated.

To exercise your Option, you must deliver to the Company (i) a written notice, similar in form to that set out as Schedule "C" attached to the Stock Option Plan specifying the number of Optioned Shares you wish to acquire and providing registration and delivery instructions for such Optioned Shares, together with (ii) cash, a certified cheque, bank draft or money order, or have transmitted good same day funds by wire or other lawful money of Canada payable to or to the order of the Company, in payment of the aggregate Exercise Price. A certificate or DRS statement, as applicable, for the Optioned Shares so acquired will be issued by the Company's transfer agent as soon as practicable thereafter and will bear any required non-transferability legend from the date of this Option Commitment.

The Company and the Service Provider represent that the Service Provider under the terms and conditions of the Stock Option Plan is a bona fide *[Employee/ Consultant/ Management Company Employee]* of the Company, entitled to receive Options under applicable Exchange Policies.

SCOUT MINERALS CORP.

Authorized Signatory

ACKNOWLEDGEMENT OF SERVICE PROVIDER

By signature hereunder, *[Service Provider]* hereby acknowledges receipt of this Option Commitment and hereby consents to the Company's collection, use and disclosure of [his/her]

personal information for the purposes of the Company's grant of the Option evidenced by this Option Commitment. [Service Provider] further acknowledges that, from time to time, the Company may be required to disclose such personal information to securities regulatory authorities and stock exchanges and, by providing such personal information to the Company, [Service Provider] hereby expressly consents to such disclosure.

[Insert Name of Service Provider]

Date: _____

SCHEDULE “B”

[INCLUDE LEGEND HERE IF REQUIRED UNDER APPLICABLE SECURITIES LAW OR APPLICABLE EXCHANGE POLICIES]

**SCOUT MINERALS CORP.
STOCK OPTION PLAN DATED FEBRUARY 15, 2022
(the “Stock Option Plan”)**

**OPTION COMMITMENT
*[Vesting Provisions]***

Notice is hereby given that, effective this ____ day of _____, 20__ (the “**Effective Date**”), SCOUT MINERALS CORP. (the “**Company**”) has granted to *[registered name of optionee]* (the “**Service Provider**”) an Option to acquire common shares of the Company (the “**Optioned Shares**”) until 4:30 p.m. (Vancouver Time) on the ____ day of _____, 20__ (the “**Expiry Date**”) at an exercise price (the “**Exercise Price**”) of \$_____ per Optioned Share.

Optioned Shares Vest as follows:

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Stock Option Plan, the terms and conditions of which are hereby incorporated.

To exercise your Option, you must deliver to the Company (i) a written notice, similar in form to that set out as Schedule “C” attached to the Stock Option Plan specifying the number of Optioned Shares you wish to acquire and providing registration and delivery instructions for such Optioned Shares, together with (ii) cash, a certified cheque, bank draft or money order, or have transmitted good same day funds by wire or other lawful money of Canada payable to or to the order of the Company, in payment of the aggregate Exercise Price. A certificate or DRS statement, as applicable, for the Optioned Shares so acquired will be issued by the Company’s transfer agent as soon as practicable thereafter and will bear any required non-transferability legend from the date of this Option Commitment.

The Company and the Service Provider represent that the Service Provider under the terms and conditions of the Stock Option Plan is a bona fide *[Employee/ Consultant/ Management Company Employee]* of the Company, entitled to receive Options under applicable Exchange Policies.

SCOUT MINERALS CORP.

Authorized Signatory

ACKNOWLEDGEMENT OF SERVICE PROVIDER

By signature hereunder, *[Service Provider]* hereby acknowledges receipt of this Option Commitment and hereby consents to the Company's collection, use and disclosure of [his/her] personal information for the purposes of the Company's grant of the Option evidenced by this Option Commitment. [Service Provider] further acknowledges that, from time to time, the Company may be required to disclose such personal information to securities regulatory authorities and stock exchanges and, by providing such personal information to the Company, [Service Provider] hereby expressly consents to such disclosure.

[Insert Name of Service Provider]

Date: _____

SCHEDULE "C"

**SCOUT MINERALS CORP.
STOCK OPTION PLAN DATED FEBRUARY 15, 2022
(the "Stock Option Plan")**

OPTION EXERCISE FORM

TO: Scout Minerals Corp. (the "**Company**")
Suite 1430, 800 West Pender Street
Vancouver, British Columbia V6C 2V6

The undersigned hereby irrevocably exercises stock options (the "**Options**") of the Company previously granted to the undersigned on _____, and as such subscribes for _____ common shares (the "**Shares**") of the Company at a price of \$_____ Share for a total purchase price of \$_____ (the "**Exercise Price**").

The undersigned encloses herewith a cheque, bank draft or money order or has transmitted good same day funds by wire or other lawful money of Canada payable to or to the order of the Company in payment of the Exercise Price.

The undersigned hereby directs that the Shares subscribed for be registered as follows:

(Name – please print)

(Account Number (if applicable))

(Address – including postal code)

The undersigned hereby further directs that the Shares subscribed for be issued and delivered as follows (check one (1) box; if no box is checked then the Shares will be issued in certificate form and delivered to the address noted above):

issued in certificate form (check one (1) box, if no box is checked then the Shares will be delivered to the address noted above):

delivered to the address noted above

OR

delivered to the following address (please print):

OR

issued via book entry through the Direct Registration System (DRS) (if this method is chosen, complete broker/dealer account information must be provided above)

The undersigned acknowledges that the Company has tax remittance and withholding obligations pursuant to the *Income Tax Act* (Canada). Accordingly, in accordance with Section 5.1 of the Plan, the undersigned has enclosed a cheque(s) in the amount of \$ _____ for the total Exercise Price of the Optioned Shares and all applicable withholdings payable to “Scout Minerals Corp.”

The undersigned’s estimated taxable income for the current tax year is \$ _____.

The undersigned represents, warrants and certifies that the undersigned: (i) at the time of exercise of these Options is not in the United States or the District of Columbia (the “**United States**”) and is not exercising these Options on behalf of a person in the United States; (ii) is not a “U.S. person” (a “**U.S. Person**”), as defined in Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and is not exercising these Options on behalf of a U.S. Person; and (iii) did not execute or deliver this option exercise form in the United States.

Dated: _____

Name: _____

Signature: _____

Address: _____
