



VR RESOURCES LTD.

2023 INFORMATION CIRCULAR

DATE AND CURRENCY

The date of this Information Circular is July 19, 2023, unless otherwise noted. Unless otherwise stated, all amounts herein are in Canadian dollars.

REVOCABILITY OF PROXY

In addition to revocation in any other manner permitted by law, you may revoke an executed and deposited proxy by; (a) except to the extent otherwise noted on such later proxy, signing new proxy bearing a later date and depositing it at the place and within the time required for the deposit of proxies; (b) signing and dating a written notice of revocation (in the same manner as a proxy is required to be executed as set out in the notes to the proxy) and either depositing it at the place and within the time required for the deposit of proxies or delivered to the office of VR Resources Ltd. (the “**Company**”), at 1500 – 409 Granville Street, Vancouver, BC V6C 1T2, (attention: Terese Gieselman) at any time up to 48 hours before the time of the Meeting, or if adjourned, any reconvening thereof, or with the Chairman of the Meeting on the day of the Meeting prior to the commencement of the Meeting; or (c) registering with the Scrutineer at the Meeting as a registered shareholder present in person and indicating you wish to revoke your deposited proxy, whereupon any proxy executed and deposited by such registered shareholder will be deemed to have been revoked.

Only registered shareholders have the right to revoke a proxy. If you are not a registered shareholder and you wish to change your vote you must, at least seven (7) days before the Meeting, arrange for the intermediary which holds your common shares without par value in the capital stock of the Company (“**Common Shares**”) to revoke the proxy given by them on your behalf.

A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

PERSONS MAKING THE SOLICITATION

This Information Circular is furnished in connection with the solicitation of proxies being made by the management of the Company for use at the Annual Meeting of the Company’s shareholders (the “**Meeting**”) to be held on **Thursday August 31, 2023** at the time and place and for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation will be made primarily by mail, proxies may be solicited personally or by telephone/email by directors, officers and employees of the Company at nominal cost. All costs of solicitation by management will be borne by the Company.

NOTICE AND ACCESS PROCESS

The Company is sending its proxy-related materials to the registered shareholders or beneficial shareholders using “notice and access”, as defined in National Instrument 54-101 –

Communication with Beneficial Owners of Securities of a Reporting Issuer (“**NI 54-101**”). Although the Meeting Materials will be posted electronically, shareholders will receive paper copies of a Notice-and-Access notification form, a form of proxy or voting instruction form and an annual request form (the “**Notice Documents**”) to request copies of the Company’s financial statements for the 2024 fiscal year.

Shareholders may request paper copies of the Notice of Meeting and Information Circular (the “**Information Circular**” and together with the Notice of Meeting the “**Meeting Materials**”), by calling the toll-free number **1-888-290-1175** (within North America) or **1-587-885-0960** (direct from outside North America). Requests may be made up to one year from the date. The Meeting Materials were filed on www.sedar.com (“**SEDAR**”) and the Company’s website at www.vrr.ca.

The Company will not use procedures known as ‘stratification’ in relation to the use of Notice-and-Access provisions, meaning that both registered and non-registered shareholders will be mailed a notification of availability of the Meeting Materials.

Requests for paper copies should be received at least five (5) business days in advance of the proxy cut-off date set out in the proxy or voting instruction form in order to receive the Meeting Materials in advance of the date of the Meeting. Requests for paper copies received on or after the Meeting date will be mailed within ten (10) calendar days of the request.

All costs of this solicitation will be borne by the Company.

SHAREHOLDERS ARE REMINDED TO VIEW THE MEETING MATERIALS PRIOR TO VOTING

PROXY INSTRUCTIONS

The Company is sending its Notice Documents to its registered shareholders and beneficial shareholders. The Company does not intend to pay intermediaries to forward to objecting beneficial shareholders, under NI 54-101, the Notice Documents and as such the objecting beneficial shareholders will not receive the Notice Documents or Meeting Materials unless the objecting beneficial shareholders’ intermediary assumes the cost of delivery.

The persons named in the accompanying proxy are current directors and/or officers of the Company. If a shareholder wishes to appoint some other person, (who need not be a shareholder) to represent that shareholder at the Meeting, the shareholder may do so, either by striking out the printed names and inserting the desired person’s name in the blank space provided in the proxy or by completing another proper proxy and in either case delivering the completed and executed proxy to the Company’s transfer agent, Odyssey Trust Company, 350 – 409 Granville Street, Vancouver, BC V6C 1T2, or fax to 1-800-517-4553 or by voting online by going to <https://login.odysseytrust.com/pxlogin> and enter the 12-digit control number located on the face of the Proxy, not later than 10:00 a.m., Pacific Time, on **August 29, 2023** or, with respect to any matter occurring after the reconvening of any adjournment of the Meeting, not less than one business day prior to the day set for the recommencement of such adjourned Meeting. Proxies delivered after such times will not be accepted. In particular, proxies may not be delivered to the Chairman at the Meeting.

To be valid, the proxy must be dated and be signed by the shareholder or by a duly appointed attorney for such shareholder, or, if the shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer. If a proxy is signed by a person other than the registered shareholder, or by an officer of a registered corporate shareholder, the Chairman

of the Meeting may require evidence of the authority of such person to sign before accepting such proxy.

THE SHARES REPRESENTED BY PROXY WILL, ON A POLL, BE VOTED OR WITHHELD FROM VOTING BY THE PROXY HOLDER IN ACCORDANCE WITH THE INSTRUCTIONS OF THE PERSON APPOINTING THE PROXYHOLDER ON ANY BALLOT THAT MAY BE CALLED FOR AND, IF A CHOICE HAS BEEN SPECIFIED WITH RESPECT TO ANY MATTER TO BE ACTED UPON, THE SHARES WILL BE VOTED ACCORDINGLY.

ON A POLL, IF A CHOICE WITH RESPECT TO SUCH MATTERS IS NOT SPECIFIED OR IF BOTH CHOICES HAVE BEEN SPECIFIED, THE PERSON APPOINTED PROXYHOLDER WILL VOTE THE SECURITIES REPRESENTED BY THE PROXY AS RECOMMENDED BY MANAGEMENT (WHICH, IN THE CASE OF THE MEETING, WILL BE IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY AND FOR THE NOMINEES OF MANAGEMENT FOR DIRECTORS AND AUDITORS).

The proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the person(s) appointed proxyholder(s) thereunder to vote with respect to any amendments or variations of matters identified in the Notice of Meeting and which may properly come before the Meeting. At the time of the printing of this Information Circular, management knows of no such amendment, variation or other matter, which may be presented to the Meeting.

NON-REGISTERED (BENEFICIAL) SHAREHOLDERS

The information set out in this section is important to many shareholders as a substantial number of shareholders do not hold their Common Shares in their own name.

Only registered shareholders or duly appointed proxyholders for registered shareholders are permitted to vote at the Meeting. Most of the 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 (the “**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 trustees or administrators of self-administered RRSP’s, RRIF’s, RESP’s and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (“**CDS**”) of which the Intermediary is a participant.

In accordance with the requirements of National Instrument 54-101, the Company has distributed the Notice Documents to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Notice Documents to Non-Registered Holders unless a Non-Registered Holder has requested paper copies of the Meeting Materials (in which case the Intermediary will forward the Meeting Materials to the Non-Registered Holder). Very often, Intermediaries will use service companies to forward the Notice Documents or Meeting Materials, as applicable, to Non-Registered Holders. Generally, if you are a Non-Registered Holder and you

have not waived the right to receive the Notice Documents or Meeting Materials, as applicable, you will either:

- (a) be given a **form of proxy which has already been signed by the Intermediary** (typically by a facsimile, stamped signature) which is restricted to the number of Common Shares beneficially owned by you, but which is otherwise not complete. Because the Intermediary has already signed the proxy, this proxy is not required to be signed by you when submitting it. In this case, if you wish to submit a proxy you should otherwise properly complete the executed proxy provided and deposit it with the **Company's Registrar and Transfer Agent, Odyssey Trust Company**, as provided above; or
- (b) more typically, a Non-Registered Holder will be given a voting instruction form (VIF) which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a "**proxy**", "**proxy authorization form**" or "**voting instruction form**") which the Intermediary must follow. Typically, the voting instruction form will consist of a one page pre-printed form. Sometimes, instead of the one-page printed form, the voting instruction form will consist of a regular printed proxy accompanied by a page of instructions. The VIF is to enable your vote to be submitted on stated matters. Please complete, sign, date and return the VIF as instructed. For internet voting follow the instructions on the website noted on the VIF.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Common Shares that they beneficially own. If you are a Non-Registered Holder and you wish to vote at the Meeting in person as proxyholder for the Common Shares owned by you, you should strike out the names of the management designated proxyholders named in the **proxy authorization form or voting instruction form and insert your name in the blank space provided. In either case, you should carefully follow the instructions of your Intermediary, including when and where the proxy, proxy authorization or voting instruction form is to be delivered.**

Non-Registered Holders fall into two categories - those who object to their identity being made known to the issuers of securities which they own ("**OBO's**") and those who do not object to their identity being made known to the issuers of securities which they own ("**NOBO's**"). Subject to the provision of NI 54-101 issuers may request and obtain a list of their NOBO's from the Intermediaries via their transfer agents. Pursuant to NI 54-101, issuers may obtain and use the NOBO list for distribution of proxy-related materials directly to such NOBO's.

The Notice Documents or Meeting Materials, as applicable, are being sent to both registered shareholders and NOBO's. If you are a NOBO, and the Company or its agent has sent the Notice Documents or Meeting Materials, as applicable, to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

If you are an OBO, you should be aware that management of the Company does not intend to pay for Intermediaries to forward to OBO's (who have not otherwise waived their right to receive

proxy-related materials) under NI 54-101 the Notice Documents or Meeting Materials and Form 54-101F7 – Request for Voting Instructions Made by Intermediary. Accordingly, an OBO will not receive the materials, unless the OBO's Intermediary assumes the cost of delivery.

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The solicitation of proxies involve securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the United States *Securities Exchange Act of 1934, as amended*, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia), as amended, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

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

Except as disclosed elsewhere in this Information Circular, no director or executive officer of the Company who was a director or executive officer since the beginning of the Company's last financial year, each proposed nominee for election as a director of the Company, or any associate or affiliates of any such directors, executive officers or nominees, 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 other than the election of directors, the appointment of auditors, as set forth in this Information Circular and except for any interest arising from the ownership of shares of the Company where the Shareholder will receive no extra or special benefit or advantage not shared on a pro-rata basis by all holders of shares of the Company.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue unlimited Common Shares without par value. As at **July 17, 2023**, the Company has, **113,966,356** issued and outstanding fully paid and non-assessable Common Shares without par value, each share carrying the right to one vote. The Company has no other classes of voting securities.

Only shareholders of record at the close of business on **July 17, 2023** (the "**Record Date**") who either personally attend the Meeting or who have completed and delivered a form of proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their shares voted at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders will have one vote, and on a poll every shareholder present in person or represented by a proxy and every person who is a representative of

one or more corporate shareholders, will have one vote for each common share registered in that shareholder's name on the list of shareholders as at the Record Date, which is available for inspection during normal business hours at Odyssey Trust Company and will be available at the Meeting. **Shareholders represented by proxy holders are not entitled to vote on a show of hands.**

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, securities carrying 10% or more of the voting rights attached to any class of voting securities of the Company based on **113,966,356** Common Shares outstanding as at **July 17, 2023**.

RECEIPT OF FINANCIAL STATEMENTS

The directors will place before the Meeting the financial statements for the year ended March 31, 2023 together with the auditors' report thereon. These financial statements were filed on SEDAR www.sedar.com on June 16, 2023.

ELECTION OF DIRECTORS

The directors of the Company are elected at each annual meeting and hold office until the next annual meeting or until their successors are elected or appointed, unless his office is earlier vacated in accordance with the articles of the Company (the "**Articles**") or with the provisions of applicable corporate legislation. In the absence of instructions to the contrary, the enclosed form of proxy will be voted for the nominees listed in the form of proxy, all of whom are presently members of the board of directors (the "**Board**").

The constating documents of the Company include an advance notice provision. The purpose of the advance notice provision is to provide shareholders, directors and management of the Company with direction on the procedure for shareholder nomination of directors. The advance notice provision is the framework by which the Company seeks to fix a deadline by which holders of record of Common Shares must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the information that a shareholder must include in the notice to the Company for the notice to be in proper written form. If the Company did not receive notice of any director nominations in connection with the Meeting within the time periods prescribed by the Articles. Accordingly, at the Meeting, the only persons eligible to be nominated for election to the Board are the nominees set forth below.

Number of Directors

There are presently four (4) directors of the Company. Management is nominating four individuals to stand for election as directors at the Meeting. It is proposed that the number of directors to be elected at the Meeting for the ensuing year be fixed at four.

Election of Directors

Management of the Company proposes to nominate each of the following persons for election as a director of the Company (a "**proposed director**"), to hold office until the next annual meeting of the shareholders or until their successors are elected or appointed. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Province and Country of Residence and Position Held with the Company ⁽¹⁾	Period during which the Nominee has served as a Director	Principal Occupation during the past five years	Number of Common Shares held ⁽²⁾
Darin Wagner ^(4/5) <i>Chair and Director (Independent)</i> British Columbia, Canada	March 21, 2017	President and CEO of Balmoral Resources Ltd. from April 2010 to May 2020. Director of Renntiger Resources Ltd. a wholly-owned subsidiary of the Company since July 2012. President of 68B Resource Consultants since 2010.	1,675,161 ⁽³⁾
Michael Gunning ⁽⁴⁾ <i>President, CEO and Director (Non-Independent)</i> British Columbia, Canada	March 21, 2017	President and Chief Executive Officer of the Company since March 21, 2017; President and Director of Renntiger Resources Ltd. a wholly-owned subsidiary of the Company since June 2010.	6,121,500
Craig Lindsay ^(4/5) <i>Director (Independent)</i> British Columbia, Canada	March 21, 2017	Managing Director of Arbutus Grove Capital Corp. since 2003. President and CEO of Otis Gold Corp. from 2007 to 2020. Director of Renntiger Resources Ltd. a wholly owned subsidiary of the Company since July 2012. CEO and Director of Philippine Metals Inc. from 2011 to 2022 and Director of successor company Revolve Renewable Power Corp. since 2022. Director of Excellon Resources Inc. since 2020 (formerly Otis Gold Corp.). Director of Electric Royalties Ltd. (formerly Rebel Capital Inc.) Director Alianza Minerals Ltd. since 2008.	100,000
Keith Inman <i>Director (Independent)</i> British Columbia, Canada	May 11, 2023	Lawyer at Pushor Mitchell LLP.	Nil

- (1) The information as to province and country of residence, principal occupation, and Common Shares beneficially owned directly or indirectly or over which a director exercises control or direction, not being within the knowledge of the Company, has been furnished by the respective nominees as at the date of this Information Circular.
- (2) Includes issued Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at July 19, 2023.
- (3) These Common Shares are held 1,105,161 by Mr. Wagner, 500,000 by Mrs. Wagner and 70,000 by 68B Resource Consultants, a company controlled by Mr. Wagner.
- (4) Member of the Audit Committee.
- (5) Member of the Corporate Governance, Nominating and Compensation Committee (the "CGNC").

The term of office of those nominees set out above, who are presently directors, will expire as of the date of the Meeting. All of the directors who are elected at the Meeting will have their term of office expire at the next annual meeting or at such time when their successors are duly elected or appointed in accordance with the Articles, or with the provisions of applicable corporate legislation or until such director's earlier death, resignation or removal.

Management recommends the approval of each of the nominees listed above for election as directors of the Company 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.

Biography for Recently Appointed Directors

Keith Inman

Mr. Inman has been a lawyer with Pushor Mitchell LLP, a full-service law firm located in Kelowna, British Columbia since July 2016. Prior thereto, he had been a lawyer with Dentons Canada LLP, an international law firm, since August 2006. Mr. Inman specializes in advising emerging and mid-market companies on corporate/commercial and securities law related matters, including corporate finance and M&A transactions.

Mr. Inman holds a Bachelor of Laws degree from the University of Alberta and is a member of the Law Societies of Alberta and British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Except as disclosed below, none of the proposed directors (or any of their personal holding companies) of the Company:

- (a) is, as at the date of this Information Circular, or has been, or within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company, including the Company, that:
 - (i) was subject to an order that was issued while the proposed director was acting in the capacity of director, chief executive officer or chief financial officer; or
 - (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity of director, chief executive officer or chief financial officer; or
- (b) is, as at the date of the this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or an executive officer of any company, including the Company, that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or

insolvency, 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.

For the purposes of the above, “**order**” means:

- (a) a cease trade order;
- (b) an order similar to a cease trade order; or
- (c) an order that denied the relevant company access to any exemption and securities legislation.

that was in effect for a period of more than 30 consecutive days.

Except as disclosed below, none of the proposed directors (or any of their personal holding companies) has been subject to:

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

In October of 2017, the Company’s Chair, Darin Wagner reached a settlement agreement with the Ordre des Geologues du Quebec, a self-regulating body governing the practice of geology in the Province of Quebec. Balmoral Resources Ltd. (“**Balmoral**”) and Darin Wagner, the President and CEO of Balmoral, each plead guilty to two charges brought under the Code des Professions du Quebec pertaining to the use of certain Professional Geoscientists and Geologists in Training, who were registered in at least one jurisdiction in Canada, but who were not also registered in Québec, in preparation of certain reports submitted by Balmoral to the Government of Quebec for assessment purposes and signed by Mr. Wagner.

The above information was provided by each director or officer of the Company.

EXECUTIVE COMPENSATION

General

For the purpose of this Statement of Executive Compensation:

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

- (b) “NEO” or “named executive officer” means each of the following individuals:
- (i) each individual who served as chief executive officer (“CEO”) of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
 - (ii) each individual who served as chief financial officer (“CFO”) of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
 - (iii) the most highly compensated executive officer of the Company and its subsidiaries, other than the individuals identified in paragraphs (i) and (ii) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5), for that financial year; and
 - (iv) each individual who would be an NEO under paragraph (iii) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, and was not acting in a similar capacity, at the end of that financial year;
- (c) “plan” includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and
- (d) “underlying securities” means any securities issuable on conversion, exchange or exercise of compensation securities.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company or any subsidiary thereof to each NEO and each director of the Company, in any capacity, for the fiscal years ended March 31, 2023 and 2022 including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Table of Compensation Excluding Compensation Securities							
Name and Position	Year ⁽¹⁾	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all other Compensation (\$)	Total Compensation (\$)
Michael Gunning ⁽²⁾ <i>President, CEO and Director</i>	2023	192,000	Nil	Nil	Nil	Nil	192,000
	2022	192,000	Nil	Nil	Nil	Nil	192,000

Table of Compensation Excluding Compensation Securities							
Name and Position	Year ⁽¹⁾	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all other Compensation (\$)	Total Compensation (\$)
Blaine Bailey ⁽²⁾ <i>CFO</i>	2023	24,000	Nil	Nil	Nil	Nil	24,000
	2022	24,000	Nil	Nil	Nil	Nil	24,000
Darin Wagner <i>Chair and Director</i>	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Craig Lindsay <i>Director</i>	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Keith Inman ⁽⁴⁾ <i>Director</i>	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Michael Thomson ⁽⁵⁾ <i>Former Director</i>	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Financial years ended March 31.
- (2) This amount consists of compensation the CEO received as CEO pursuant to an employment agreement between the Company and Michael Gunning dated April 1, 2017. See "Employment, Consulting and Management Agreements."
- (3) This amount is comprised of fees for consulting services provided to the Company by Promaid Services Ltd. ("Promaid"), a company controlled by Mr. Bailey. The \$24,000 consists of compensation the CFO received as CFO. See "Employment, Consulting and Management Agreements".
- (4) Mr. Inman was appointed director subsequent to March 31, 2023 on May 11, 2023.
- (5) Mr. Thomson resigned as director on August 29, 2022.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company or any subsidiary thereof during the fiscal year ended March 31, 2023 for services provided, or to be provided, directly or indirectly, to the Company or any of its subsidiaries:

Compensation Securities							
Name and Position	Type of Compensation Security ⁽¹⁾⁽²⁾	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class ⁽¹⁾⁽²⁾	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant	Closing Price of Security or Underlying Security at Year End	Expiry Date
Michael Gunning ⁽³⁾ <i>President, CEO and Director</i>	Stock Options	500,000 (5.93%) 500,000 Underlying Shares (0.51%)	Sept 23/22	\$0.16	\$0.15	\$0.135	Sept 23/27

Compensation Securities							
Name and Position	Type of Compensation Security ⁽¹⁾⁽²⁾	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class ⁽¹⁾⁽²⁾	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant	Closing Price of Security or Underlying Security at Year End	Expiry Date
Blaine Bailey⁽⁴⁾ <i>Chief Financial Officer</i>	Stock Options	50,000 (0.59%) 50,000 Underlying Shares (0.05%)	Sept 23/22	\$0.16	\$0.15	\$0.135	Sept 23/27
Darin Wagner⁽⁵⁾ <i>Chair and Director</i>	Stock Options	250,000 (2.96%) 250,000 Underlying Shares (0.26%)	Sept 23/22	\$0.16	\$0.15	\$0.135	Sept 23/27
Craig Lindsay⁽⁷⁾ <i>Director</i>	Stock Options	200,000 (2.37%) 200,000 Underlying Shares (0.21%)	Sept 23/22	\$0.16	\$0.15	\$0.135	Sept 23/27

*Percentages based on 8,435,000 options outstanding and 97,170,859 Common Shares outstanding as at March 31, 2023.

Notes:

- (1) Each outstanding stock option of the Company entitles the holder thereof to acquire, upon exercise, one Common Share in the capital of the Company.
- (2) There has been no compensation security that has been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year, including the original and modified terms, the effective date, the reason for the modification, and the name of the holder.
- (3) As at March 31, 2023, Mr. Gunning held 2,390,000 stock options of the Company entitling him to acquire, upon exercise 2,390,000 Common Shares in the capital of the Company. As of March 31, 2023, all stock options held by Mr. Gunning have vested.
- (4) As at March 31, 2023, Mr. Bailey held 350,000 stock options of the Company entitling him to acquire, upon exercise 350,000 Common Shares in the capital of the Company. As of March 31, 2023, all stock options held by Mr. Bailey have vested.
- (5) As at March 31, 2023, Mr. Wagner held 1,325,000 stock options of the Company entitling him to acquire, upon exercise 1,325,000 Common Shares in the capital of the Company. As of March 31, 2023, all stock options held by Mr. Wagner have vested.
- (6) As at March 31, 2023, Mr. Lindsay held 1,025,000 stock options of the Company entitling him to acquire, upon exercise 1,025,000 Common Shares in the capital of the Company. As of March 31, 2023, all stock options held by Mr. Lindsay have vested.

Exercise of Compensation Securities by Directors and NEOs

During the fiscal year ended March 31, 2023, there were no incentive stock options exercised by NEO's and directors.

Stock Option Plan

The Company's stock option plan (the "**Option Plan**") provides that the maximum number of options eligible for issuance under the Option Plan is equal to 10% of the number of common shares of the Company outstanding from time to time. As required by the policies of the Exchange, as this plan is considered a "rolling plan" it requires approval by the shareholders of the Company on an annual basis, which will be sought at the Meeting. Refer to "Particulars of Other Matters to be Acted Upon – Annual Approval of Rolling Stock Option Plan" for further details.

Long Term Incentive Plan

On July 6, 2023, the Company's board of directors approved the adoption of a long term incentive plan (the "**LTIP**"). The LTIP is expected to be used to grant RSUs and DSUs to directors, officers

(including Named Executive Officers) and employees of the Company, as additional compensation and as an opportunity to participate in the success of the Company. The granting of such RSUs and DSUs is intended to align the interests of such persons with that of the Shareholders.

In determining the number of RSUs and DSUs to be granted to directors or executive officers, including the Named Executive Officers, the Board will take into account, among other things:

- the number of options, if any, previously granted to each director or executive officer; and
- the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the Exchange and closely align the interests of the directors and executive officers with the interests of shareholders.

The CGNC, which includes independent members of the Board, have the responsibility of administering the compensation policies related to the directors and executive management of the Company, including option-based awards. See *“Particulars of Matters to be Acted Upon – Approval of Long Term Incentive Plan”* for further details.

Employment, Consulting and Management Agreements

Effective January 2, 2017, the Company entered into a consulting services agreement with Promaid Services Ltd. (a company controlled by Blaine Bailey) to provide CFO and related services for the sum of \$2,000 per month. The term of the contract is for one year, renewable for a successive one-year term and may be terminated by either party with 90 days’ notice. There are no provisions in the consulting services agreement with Promaid with respect to, or any incremental payments that will be triggered by or result from, a change of control, severance, termination or constructive dismissal.

Effective April 1, 2017, the Company entered into an employment agreement with Mr. Gunning (the **“employee”**) where he will be paid a full-time annual salary of \$192,000 (the **“Annual Remuneration”**) to serve as President and CEO of the Company and may be paid an annual bonus (not to exceed the Annual Remuneration) as determined by the Company’s compensation committee and approved by the Board (the **“Annual Bonus”**). The employment agreement contains termination provisions, including in connection with a change of control, summarized as follows:

- (a) The employee may terminate the employment agreement by giving 90 days’ written notice to the Company, in which case the employee will not be entitled to any severance payment but will be entitled to receive all Annual Remuneration earned to the date of cessation of employment, together with any outstanding earned but untaken vacation pay, reimbursement of any expenses and Annual Bonus in respect of a completed fiscal year which has been earned but not paid, and continuation of the employee’s group insurance benefits for a period of three months after the date of cessation of employment (collectively, the **“Final Wages”**).
- (b) If there is a change of control of the Company (as defined in the employment agreement): (i) the employee may terminate the employment agreement within 90 days following the change of control by giving 60 days’ written notice to the Company; and (ii) the employee may terminate the employment agreement for good cause on two weeks’ notice and the Company may terminate the

employment agreement without cause, in each case within twelve months of a change of control, and, in the case of (i) and (ii), upon such termination, the Company will pay the employee the Severance Package together with an additional lump sum equal to two times the Annual Remuneration and the three--ear average Annual Bonus multiplied by the number of completed months in the current fiscal year up to the termination date (the “**Additional Lump Sum**”).

- (c) The Company may terminate the employment agreement without cause at any time by written notice and the employee may terminate the employment agreement on two weeks’ notice for “good cause” (as defined in the employment agreement), upon which the employee will be entitled to the Final Wages and an additional lump sum amount equivalent to two weeks’ salary for every year worked (collectively the “**Severance Package**”).
- (d) The Company may terminate the employment agreement on the following basis: (i) the employee’s conduct is materially detrimental to the business of the Company or materially and adversely affects the employee’s ability to perform his duties thereunder; (ii) the employee’s failure to carry out the provisions of the employment agreement or any material breach by the employee of any of the policies governing the affairs of the Company and the conduct of employees that may be implemented by the Board; (iii) the employee’s failure to perform assigned duties in a manner acceptable to the Company; or (iv) conduct that constitutes just cause, in which case, the Company shall not be required to provide the employee with notice or payment in lieu thereof.
- (e) The Company will be deemed to have terminated the employment agreement immediately on the occurrence of any material adverse change in the salary, duties, responsibilities or other conditions of employment in which case the Company is required to pay to the employee the Severance Package.

All amounts referred to above are exclusive of applicable taxes.

Under the employment agreement:

- (a) “**good cause**” is defined as (i) a material reduction in the employee’s responsibilities, title or reporting, except as a result of the employee’s disability; (ii) any reduction by the Company in the employee’s then current Annual Remuneration or any material reduction in the employee’s opportunity to earn an Annual Bonus, not attributable to changes in economic or other conditions not within the Company’s control; (iii) relocation of the employee’s principal office location more than 50 kilometres; or (iv) any other circumstances which would constitute a construction dismissal at common law; and
- (b) “**change of control**” is defined as follows and shall be deemed to have occurred when:
 - (i) a person becomes a “control person: (as that term is defined in the *Securities Act* (British Columbia)) of the Company;
 - (ii) a majority of the directors are not individuals nominated by the Company then incumbent Board; or

- (iii) any person or group of persons acquires the ability, directly or indirectly, to direct the management and policies of the Company through: (A) the legal or beneficial ownership of voting securities; (B) the right to appoint managers, directors or corporate management; (C) contract; (D) operating agreement; or (E) voting trust.

If, effective March 31, 2023, the Company had terminated the employment agreement without cause, within 12 months after a change of control of the Company (as defined in the employment agreement) Mr. Gunning would have been entitled to receive a total of \$384,000 from the Company, such amounts representing the estimated incremental payments upon termination.

If, effective March 31, 2023, the Company terminated the employment agreement due to any material adverse change in the salary, duties, responsibilities or other conditions of employment, Mr. Gunning would have been entitled to receive a total of \$192,000 from the Company, such amounts representing the estimated incremental payments upon termination.

All amounts payable to Mr. Gunning would be subject to all applicable deductions for income tax and other statutory deductions.

Oversight and Description of Director and NEO Compensation

The Company does not have a formal compensation program and at this time and management feels that it is unnecessary at this early stage of development. The Company has a Corporate Governance, Nominating and Compensation Committee. The GNCC and the Board have approved a policy outlining the responsibilities of the Committee including an annual review of the compensation of the President and CEO.

In keeping with the relatively simple compensation structure adopted by most venture issuers, the Company's executive compensation for its executive officers currently has two primary components, cash compensation and incentive stock options and, if approved, the LTIP will also be included as part of the executive compensation

Compensation Review Process

The Company does not have a formal compensation program. The Company's officers with the exception of the President and CEO in most cases are compensated based on a daily or fixed monthly, amounts and are paid indirectly through professional management and consulting companies in which they are owners, contractors or employees.

In establishing fees or salaries for the Company's CEO, other executive officers and directors, consideration is given to salary ranges for comparable positions in similar size resource industry companies. Data for such comparisons is obtained from the evaluation of compensation against industry peers including those with a similar market capitalization, in the business of exploring similar minerals in similar jurisdictions, and from reviewing similar other companies' compensation information included in their information circulars. In setting salaries within competitive ranges, the Company considers performance related factors including the Company's overall results during the past year and its performance relative to a budgeted plan or stated objectives. Consideration also is given to an individual's contribution to the Company and the accomplishments of departments for which that officer has management responsibility, and the potential for future contributions to the Company.

Compensation Risk Assessment and Mitigation

Although the Company does not have formal policies specifically targeting risk-taking in a compensation context, the practice of management and the Board is to consider all factors relating to an executive officer's performance, including any risk mitigation efforts or excessive risk-taking, in determining compensation.

Under the Company's policies, executive officers and directors are not permitted to purchase financial instruments (including prepaid variable contracts, equity swaps, collars or units of exchange funds) that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held directly or indirectly by the executive officer or director.

Elements of Executive Compensation Program

The Company's compensation program consists of the following elements:

- (a) base salary or consulting fees;
- (b) bonus payments;
- (c) equity participation through the Option Plan; and
- (d) if approved, equity participation through the LTIP.

Base Salary or Consulting Fees

Base salary ranges for NEOs were initially determined upon review of salaries paid by other companies that are comparable in size to the Company.

In determining the base salary of a NEO, the Board considers the following factors:

- (a) the particular responsibilities related to the position;
- (b) salaries paid by other companies in the same industry, which were similar in size and stage of development as the Company;
- (c) the experience level of the NEO;
- (d) the amount of time and commitment which the NEO devotes to the Company; and
- (e) the NEO's overall performance and performance in relation to the achievement of corporate milestones and objectives.

Bonus Payments

Each of the NEOs, as well as all employees, are eligible for an annual bonus, payable in cash or through option-based compensation. The amount paid is based on the Board's assessment of the Company's performance for the year. Factors considered in determining bonus amounts include individual performance, financial criteria (such as cash management and share price performance) and operational criteria (such as significant acquisitions of mineral properties and the attainment of corporate milestones). Pursuant to the employment agreement with Mr.

Gunning as outlined hereinabove there was no bonus paid or accrued as at March 31, 2023.

Equity Participation

The Company currently offers equity participation in the Company through the Option Plan and, if approved at the Meeting, anticipates offering equity participation in the future through the LTIP.

Executive Compensation

Except for the grant of Options to the NEOs and any compensation payable pursuant consulting fees incurred for the performance of duties by the CEO the CFO, there are no additional arrangements under which NEOs were compensated by the Company during the two most recently completed financial years for their services in their capacity as NEOs, directors or consultants.

Director Compensation

The Company does not currently pay compensation to non-management directors, nor are they paid for attendance at board meetings. The directors are reimbursed for expenses occurred in carrying out their duties as directors and are granted Options and may in the future be granted awards under the LTIP. The Board at its discretion may in the future elect to award directors fees for meeting attendance and chair committee members pursuant to industry standards.

The Company's current Option Plan (See Particular Matters to be Acted On) allows the Company to grant Options to the officers, employees, consultants and directors. The purpose of granting such Options is to assist the Company in compensating, attracting, retaining and motivating the directors of the Company and to closely align the personal interests of such persons to that of the Shareholders.

If approved, the LTIP will also allow for equity compensation to directors, officers employees and consultants of the Company.

Pension Plan Benefits

The Company has no pension, defined benefit or defined contribution plans in place.

Termination and Change of Control Benefits

Effective April 1, 2017, the Company entered into an employment agreement with Mr. Gunning whereby he will be paid a full-time annual salary of \$192,000 to serve as President and CEO of the Company. The employment agreement includes change of control provisions whereby the Company will pay the employee a severance package equal to two times annual fixed remuneration and the average annual bonus multiplied by the number of completed months in the current fiscal year up to the change of control date. See "Employment, Consulting and Management Agreements".

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details of all the Company's equity compensation plans as of March 31, 2023. The Company's equity compensation plan consists of the Option Plan:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	8,435,000	\$ 0.30	1,282,085 ¹
Equity compensation plans not approved by security holders	Nil	Nil	Nil
Total	8,435,000	\$ 0.30	1,282,085 ¹

NOTES:

1. The above numbers are based on 10% of the issued and outstanding shares of 97,170,850 March 31, 2023.

The Option Plan provides for the issuance of stock options to acquire up to 10% of the issued and outstanding Common Shares as of the date of granting of the Options. Pursuant to the policies of the Exchange, a rolling stock option plan needs to be re-approved by the shareholders of the Company annually. See "*Particulars of Matters to Be Acted Upon – Approval of Stock Option Plan*".

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

At no time during the Company's last completed financial year or as of July 19, 2023, was any director, executive officer, employee, proposed management nominee for election as a director of the Company nor any associate of any such director, executive officer, or proposed management nominee of the Company or any former director, executive officer or employee of the Company or any of its subsidiaries is or has been indebted to the Company or any of its subsidiaries or is or has been indebted to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, other than routine indebtedness.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in this Information Circular, and other than transactions carried out in the ordinary course of business of the Company or any of its subsidiaries, none of the directors or executive officers of the Company, a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company, nor any shareholder beneficially owning, directly or indirectly, Common Shares of the Company, or exercising control or direction over Common Shares of the Company, or a combination of both, carrying more than 10% of the voting rights attached to the outstanding Common Shares of the Company nor an associate or affiliate of any of the foregoing persons has since April 1, 2022 (being the commencement of the

Company's last completed financial year) any material interest, direct or indirect, in any transactions which materially affected or would materially affect the Company or any of its subsidiaries.

APPOINTMENT OF AUDITOR

Shareholders will be asked to approve the appointment of Davidson & Company LLP, Chartered Professional Accountants ("**Davidson & Company**"), as auditor for the Company to hold office until the next annual meeting of the shareholders, at a remuneration to be fixed by the directors. Davidson & Company was first appointed auditors of the Company on April 6, 2017.

Management recommends that shareholders vote in favour of the appointment of Davidson & Company, Chartered Professional Accountants, as the Company's auditors for the Company's fiscal year ending March 31, 2024 at remuneration to be fixed by the Company's Board of Directors.

PARTICULARS OF MATTERS TO BE ACTED UPON

Security-Based Compensation Plans

The Shareholders will be asked to consider and, if thought appropriate, pass a resolution approving the Company's Option Plan as further defined and summarized hereinbelow.

On November 24, 2021, the TSX Venture Exchange (the "**Exchange**") updated its Policy 4.4 – *Security Based Compensation* (the "**New Policy 4.4**") to allow for various forms of security-based compensation. The Board determined that it is in the best interest of the Company to adopt a long term incentive plan as further defined and outlined hereinbelow and pursuant to terms of the New Policy 4.4 and has approved the LTIP on July 6, 2023 (the "**Effective Date**") subject to further disinterested Shareholder approval of an ordinary resolution, and final acceptance from the Exchange and any changes as required by the Exchange, if necessary.

Annual Approval of Rolling Stock Option Plan

The Option Plan is a 10% rolling stock option plan, which makes a total of 10% of the issued and outstanding shares of the Company available for issuance thereunder. The Option Plan was most recently approved by the shareholders at the last annual general meeting held on August 29, 2022. In accordance with the New Policy 4.4 all rolling stock option plans, such as the Company's requires the approval of the shareholders of the Company on an annual basis.

A copy of the Option Plan is available for review at the office of the Company at Suite 1500 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2 during normal business hours up to and including the date of the Meeting. In addition, a copy of the Option Plan will be mailed, free of charge, to any holder of Common Shares.

The Option Plan is intended as an incentive to enable the Company to:

- (a) attract and retain qualified directors, officers, employees and consultants of the Company and its Affiliates,

- (b) promote a proprietary interest in the Company and its Affiliates among its employees, officers, directors and consultants, and
- (c) stimulate the active interest of such persons in the development and financial success of the Company and its affiliates.

Summary of Terms of the Option Plan

A summary of the main terms of the Option Plan are as follows:

1. administration of the Option Plan will be by the Board or by a Committee of two or more Directors who may be designated from time to time to serve as the Committee for the Option Plan;
2. the Board will have full power to grant options, determine terms and conditions respecting such options and to adopt such rules, regulations and guidelines for carrying out the Option Plan as deemed necessary or proper;
3. the Board may correct any defect or supply any omission or reconcile any inconsistency in the Option Plan or in any Option in the manner and to the extent deemed necessary or desirable to carry it into effect;
4. options may be granted to Employees, Senior Officers, Directors, Non-Employee Directors, Management Company Employees and Consultants of the Company;
5. the number of shares issuable under the Option Plan is limited to 10% of the issued and outstanding shares at the time of the grant;
6. to Insiders as a group in any 12 month period shall not exceed 10% of the total number of shares issued and outstanding;
7. the maximum number of shares that could be issued to an individual in any 12-month period shall not exceed 5% of the of the issued and outstanding unless the Company obtained disinterested shareholder approval;
8. to any one consultant in any 12 month period shall not exceed 2% of the total number of issued and outstanding shares on a non-dilutive basis on the grant date;
9. the maximum number of shares issuable, in a 12-month period, to persons employed as investor relations shall not exceed 2% of the issued and outstanding at the time of the grant and are subject to certain vesting provisions;
10. Eligible Charitable Organizations as a group shall not exceed 1% of the total number of issued and outstanding shares on a non-dilutive basis at the date of the grant.
11. the shares issuable under the Option Plan are subject to a four month hold period commencing the date of grant;

12. the exercise price is determined by the Board or Committee in accordance with Exchange policies and will not be less than the market price on the grant date less the applicable discount permitted under the policies of the Exchange;
13. the option period to be determined by the Board or Committee up to a maximum of ten years;
14. the Option Plan includes the following termination provisions:
 - i. immediately for cause;
 - ii. 90 days for termination without cause;
 - iii. 90 days for early retirement or voluntary resignation other than for cause;
 - iv. 30 days for Optionees involved in Investor Relations activities; and
 - v. one year in the event of the Optionees death.
15. the Option Plan is subject to shareholder and Exchange approvals annually;
16. the Option Plan provides for the appropriate withholding taxes upon exercise of the option.

Shareholder Approval

The Exchange requires that “rolling” stock options receive shareholder approval annually at a company’s annual meeting. Accordingly, the shareholders will be asked to consider and, if thought fit, pass the following ordinary resolution to approve the Option Plan:

“RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the adoption of the Company’s Option Plan be ratified, confirmed and approved, subject to acceptance by the TSX Venture Exchange (the “**Exchange**”);
2. the Company be authorized to grant stock options pursuant and subject to the terms and conditions of the Option Plan at any time to a maximum of 10% of the issued and outstanding shares of the Company on the applicable grant date;
2. the Board of Directors be authorized on behalf of the Company to make any amendments to the Option Plan as may be required by regulatory authorities, including the Exchange, without further approval of the Shareholders of the Company, in order to ensure adoption of the Option Plan complies with applicable laws, including the rules of the Exchange; and
3. any one or more directors and officers of the Company be authorized and directed to perform all such acts and deeds and things and execute, under seal of the Company or otherwise, all such documents, agreements and other writings as may be required to give effect to the true intent of these resolutions.”

It is the intention of the persons named in the enclosed instrument of proxy, if not expressly directed otherwise in such instrument of proxy, to vote such proxies FOR the ordinary resolution to approve the Option Plan. An ordinary resolution is a resolution passed by the shareholders of the Company at a general meeting by a simple majority of the votes cast in person or by proxy.

Management of the Company recommends that shareholders vote FOR the resolution approving the Option Plan.

Approval of Long Term Incentive Plan

The Company has a long term incentive plan (the “**LTIP**”) which was recently approved by the Board, subject to final acceptance from the Exchange and the receipt of approval of the disinterested shareholders (“**Disinterested Shareholders**” as further defined hereinbelow as well as continued approval of the Exchange on an annual basis. If shareholder and regulatory approvals are obtained, implementation of the LTIP will be at the sole discretion of the Board. The full text of the LTIP is attached hereto as Schedule “C”).

As required by the Exchange, the Company will seek Disinterested Shareholder Approval of the LTIP at the Meeting. Under the policies of the Exchange “**Disinterested Shareholders**” are Shareholders of the Company other than (a) Insiders (as such term is defined under Exchange policies), including directors and senior officers of the Company, to whom Units (as defined herein) may be granted under the LTIP; and (b) Associates (as such term is defined under Exchange policies) of any such Insiders. As such, the votes attaching to an aggregate of approximately **7,946,661** Common Shares, which are beneficially owned or over which control or direction is exercised by the directors and senior officers of the Company and subsidiaries and their respective associates, representing approximately **6.9%** of the Company’s issued Common Shares entitled to vote at the Meeting, will be withheld from voting on the resolution approving the LTIP.

The purpose of the LTIP is to advance the Company’s interests by (a) increasing the proprietary interests of eligible participants in Company; (b) aligning the interests of eligible participants with the interests of the Shareholders of the Company generally; (c) encouraging eligible participants to remain associated with the Company; and (d) furnishing eligible participants with an additional incentive to achieve the goals of the Company. Under the LTIP, “eligible participants” are RSU Participants and DSU Participants, as described below under the headings “*Restricted Share Units*” and “*Deferred Share Units*”, respectively.

Under the terms of the LTIP, the Board may grant units (“**Units**”), which may be either restricted share units (“**Restricted Share Units**” or “**RSUs**”) or deferred share units (“**Deferred Share Units**” or “**DSUs**”) to eligible participants. Each Unit represents the right to receive one Common Share in accordance with the terms of the LTIP. Participation in the LTIP is voluntary and, if an eligible participant agrees to participate, the grant of Units will be evidenced by an agreement between the Company and the participant (an “**Award Agreement**”). The interest of any participant in any Unit may not be transferred or assigned except by testamentary disposition or in accordance with the laws governing the devolution of property upon death.

Subject to the policies of the Exchange, the maximum number of Common Shares the Company is entitled to issue from treasury under the LTIP for payments in respect of awards of DSUs and for payments in respect of awards of RSUs, at any time, shall not exceed **11,396,636** representing

10% of the Company's outstanding Shares, on a non-diluted basis, as constituted on the Effective Date (the "**LTIP Limit**").

The LTIP, together with all other previously established or proposed share compensation arrangements of the Company (including the Option Plan), may not result in:

- (a) the issuance to insiders as a group, within a one year period, of a number of Common Shares exceeding 10% of the then issued and outstanding Shares; or
- (b) the issuance to any one person, within a one year period, of a number of Common Shares exceeding 5% of the then issued and outstanding Common Shares; or
- (c) the issuance to any one consultant, within a one year period, of a number of Common Shares exceeding 2% of the then issued and outstanding Common Shares;

Restricted Share Units

An officer, director or employee of the Company who has been designated by the Company for participation in the LTIP and who agrees to participate in the LTIP is an eligible participant to receive RSUs under the LTIP (an "**RSU Participant**").

RSUs will vest and be redeemable as determined by the Board or the CGNC, as applicable, provided that all RSUs granted under a particular award shall vest on or before December 31 of the calendar year which is three (3) years following the calendar year in which the service was performed in respect of which the particular award was made (the "**Final Vesting Date**"). The Board and the CGNC, at the time of granting an RSU will also determine the "**Restricted Period**", being any period of time that a RSU is not redeemable and the RSU Participant holding such RSU remains ineligible to receive Shares issuable upon expiry of an applicable Restricted Period ("**Restricted Shares**"), determined by the Board or the CGNC in its absolute discretion, provided however, that such period of time may be reduced or eliminated from time to time and at any time and for any reason as determined by the Board or the CGNC, including but not limited to circumstances involving death or disability of a RSU Participant.

In the event that any Restricted Period expires during or within 48 hours of a self-imposed blackout period on the trading of securities of the Company, such expiry will occur on the day immediately following the end of the blackout period, or such 48 hour period, as applicable; provided that the Restricted Period as amended pursuant does not exceed the Final Vesting Date.

On each of the expiry dates of a Restricted Period with respect to an RSU (each an "**RSU Vesting Date**"), the Company shall decide, in its sole discretion, whether to make all payments in respect of vested RSUs to the RSU Participant in cash, in Common Shares issued from treasury, or a combination of cash and Shares issued from treasury based on the fair market value of the Common Shares as at the RSU Vesting Date in accordance with the provisions of the LTIP. For the purposes of the LTIP, the "**fair market value**" with respect to a Common Share on any date is the weighted average trading price of the Common Shares on the TSXV for the five trading days immediately preceding the RSU Vesting Date or RSU Termination Date (as defined below), as applicable.

If an RSU Participant ceases to be an eligible participant under the LTIP due to termination with cause or voluntary termination by the RSU Participant, all unvested RSUs previously credited to such participant's account are terminated and forfeited as of the termination date. If an RSU Participant ceases to be an eligible participant under the LTIP due to termination without cause, death, total or permanent long-term disability or retirement, any unvested RSUs previously

credited to such participant's account will be terminated and forfeited as of the termination date, or fully vest at the discretion of the Board.

In the event the Company pays a dividend on the Shares subsequent to the granting of an RSU award, the number of RSUs relating to such award shall be increased to reflect the amount of the dividend in accordance with the provisions of the LTIP. In the event the Company pays a dividend on the Shares subsequent to the granting of a RSU award, the number of RSUs relating to such award shall be increased to reflect the amount of the dividend in accordance with the provisions of the LTIP, notwithstanding any dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under the LTIP, and shall be settled in cash in the event a sufficient number of Shares are not available under LTIP to satisfy the Company's obligations in respect of such dividends.

Deferred Share Units

An officer, director, or employee (but not a consultant) of the Company who has been designated by the Company for participation in the LTIP and who agrees to participate in the LTIP is an eligible participant to receive DSUs under the LTIP (a "**DSU Participant**").

All DSUs awarded to a DSU Participant will vest on the date on which the DSU Participant ceases to be a DSU Participant for any reason, other than involuntary termination with cause or involuntary removal as a director of the Company, including, without limiting the generality of the foregoing, as a result of retirement, death or involuntary termination without cause (the "**DSU Termination Date**"), unless otherwise determined by the Board at its sole discretion. In the event a DSU Participant ceases to be a DSU Participant due to involuntary termination with cause, or if applicable, involuntary removal as a director of the Company, all DSUs which did not become vested on or prior to such date of involuntary termination with cause or involuntary removal shall be terminated and forfeited as of such date of involuntary termination with cause or involuntary removal.

On the DSU Termination Date, payment in respect of a DSU Participant's DSU becomes payable and the Company will decide, in its sole discretion, whether to make the payment in cash, in Shares issued from treasury, or a combination of cash and Shares issued from treasury based on the fair market value of the Shares as at the DSU Termination Date in accordance with the provisions in the LTIP.

In the event the Company pays a dividend on the Shares subsequent to the granting of a DSU award, the number of DSUs relating to such award shall be increased to reflect the amount of the dividend in accordance with the provisions of the LTIP, notwithstanding any dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under the LTIP, and shall be settled in cash in the event a sufficient number of Shares are not available under LTIP to satisfy the Company's obligations in respect of such dividends.

Amendments

The Company may, from time to time, and without obtaining approval of the participants or the Shareholders, (i) amend the LTIP, any RSUs or DSUs to (a) make amendments of a grammatical, typographical, clerical and administrative nature and any amendments required by a regulatory authority, (b) change vesting provisions of the LTIP or any RSUs or DSUs, or (c) make any other amendments of a non-material nature; or (ii) to suspend, terminate or discontinue the terms and conditions of the LTIP and the RSUs and DSUs granted under the LTIP provided that:

- (a) no such amendment to the LTIP shall cause the LTIP in respect of Restricted Share Units to cease to be a plan described in paragraph (k) of the definition of “salary deferral arrangement” in subsection 248(1) of the *Income Tax Act* (Canada) (the “ITA”) or any successor to such provision;
- (b) no such amendment to the LTIP shall cause the LTIP in respect of Deferred Share Units to cease to be a plan described in regulation 6801(d) of the ITA or any successor to such provision; and
- (c) any amendment shall be subject to the prior consent of any applicable regulatory bodies, including the Exchange, as may be required.

Any amendment to the LTIP made in accordance with subparagraph (i)(b) or (ii) above, shall take effect only with respect to awards granted after the effective date of such amendment.

Any amendment to the LTIP other than as described above shall require the approval of the Shareholders given by the affirmative vote of a majority of the Shares (or, where required, the approval of Disinterested Shareholders) represented at a meeting of the Shareholders at which a motion to approve the LTIP or an amendment to the LTIP is presented. Specific amendments requiring shareholder approval include amendments:

- (d) to increase the number of Shares reserved in respect of RSUs or DSUs;
- (e) to change the definition of RSU Participants or DSU Participants;
- (f) to extend the term of an RSU held by an insider or to amend or remove the limits on the number of RSUs which may be granted to insiders under the LTIP;
- (g) to permit RSUs or DSUs to be transferred otherwise than by testamentary disposition or in accordance with the laws governing the devolution of property in the event of death;
- (h) to permit awards other than RSUs and DSUs under the LTIP; and
- (i) to amend the amendment provisions of the LTIP so as to increase the ability of the Board to amend the LTIP without Shareholder approval.

Disinterested Shareholders at the Meeting will be asked to pass an ordinary resolution as re-approving the adoption of the LTIP. All Shareholders present at the Meeting, whether in person or by proxy, will be entitled to vote on such resolution in the following form:

“UPON MOTION IT WAS RESOLVED that:

- (i) the LTIP subject to acceptance by Exchange, attached as Schedule “C” to the Circular of the Company dated July 19, 2023, is hereby approved, confirmed and ratified;
- (ii) the maximum number of common shares issuable pursuant to the LTIP shall not exceed **11,396,636** representing 10% of the total number of issued and outstanding common shares of the Company, on a non-diluted basis, as constituted on the Effective Date;
- (iii) any director or officer of the Company is hereby authorized to amend the LTIP should such amendments be required to satisfy the requirements or requests of the Exchange or any other regulatory authorities without requiring further approval of the Shareholders; and
- (iv) any director or officer is hereby authorized to execute and deliver all such

agreements, certificates, instruments, documents and other writings and perform such acts as may be necessary in order to give effect to foregoing resolution and the Board, from time to time, is hereby authorized to grant the Awards (as defined in the LTIP) in accordance with the provisions of the LTIP and the policies of the Exchange.

The Board of the Company believes the passing of the foregoing resolution is in the best interests of the Company and recommends that Disinterested Shareholders vote in favour of the resolution.

It is the intention of the Management Designees, if named as proxy, to vote FOR the approval of the LTIP, unless the Disinterested Shareholder has specified in its proxy that its Common Shares are to be withheld from voting on approval of the LTIP.

If the resolution is not approved by the Disinterested Shareholders at the Meeting, the LTIP, and any RSUs and DSUs granted pursuant to the LTIP, will terminate. For clarity, and as previously noted, there have been no grants of any RSUs or DSUs pursuant to the LTIP as of the date of this Circular.

CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices (NI 58-101)*, the Company is required to disclose its corporate governance practices with respect to the corporate governance guidelines adopted in NI 58-101. These Guidelines are not prescriptive, but have been used by the Company in adopting its corporate governance practices. The Company's approach to corporate governance is set out in this Information Circular attached as **Schedule "A"**.

AUDIT COMMITTEE

Under National Instrument 52-110 *Audit Committees ("NI 52-110")*, venture issuers are required to provide certain disclosure with respect to their audit committee, including the text of the audit committee's charter, the composition of the audit committee and the fees paid to the external auditor. This information with respect to the Company is provided in **Schedule "B"** to this Information Circular.

MANAGEMENT CONTRACTS

Management functions of the Company are generally performed by directors and senior officers of the Company and not, to any substantial degree, by any other person to whom the Company has contracted.

OTHER MATTERS

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

ADDITIONAL INFORMATION

Financial information is provided in the Company's comparative financial statements for the years ended March 31, 2023 and 2022 and the Management Discussion & Analysis for the year ended March 31, 2023 and are available, along with additional information relating to the Company, on SEDAR at www.sedar.com or on the Company's website at www.vrr.ca.

To request copies of the Company's financial statements and management discussion and analysis, shareholders can contact the Company in writing at 1500 - 409 Granville Street, Vancouver, BC V6C 1T2 or call (778) 731-9292 or by email at info@vrr.ca.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved and the delivery of it to each shareholder of the Company entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

DATED at Vancouver, British Columbia, this 19th day of July 2023.

By Order of the Board of Directors of

VR RESOURCES LTD.

Per: "Michael Gunning"
President, CEO and Director.



SCHEDULE "A"

CORPORATE GOVERNANCE DISCLOSURE

Corporate Governance is the process and structure used to direct and manage the business and affairs of an issuer with the objective of enhancing value for its owners. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101") of the Canadian Securities Administrators requires the Company to disclose in this Information Circular a summary of the corporate governance policies that the Company has in place.

Board of Directors

The Company's Board currently consists of four directors. Michael Gunning is President and Chief Executive Officer of the Company and is therefore not independent. Darin Wagner, Craig Lindsay and Keith Inman are considered to be independent directors.

The size of the Company is such that all the Company's operations are conducted by a small management team, of which the President is also represented on the Board. The Board considers that management is effectively supervised by the directors on an informal basis as the non-management directors are actively and regularly involved in reviewing and supervising the operations of the Company and have regular and full access to management.

Directorships

The following directors of the Company and proposed nominees are directors of other reporting issuers:

Craig Lindsay	Excellon Resources Inc. Electric Royalties Ltd. Alianza Minerals Ltd. Revolve Renewable Power Corp.
Keith Inman	Panorama Capital Corp.

Orientation and Continuing Education

While the Company does not have formal orientation or training programs for new board members, new board members are provided with full access to the Company's records, including all publicly filed documents of the Company, technical reports, internal financial information, management & technical experts and consultants and a summary of significant securities disclosure obligations. Board members are encouraged to communicate with management, auditors and technical consultants to keep themselves current with industry trends, developments, and changes in legislation with management's assistance and to attend related industry seminars.

Corporate Governance, Nominating and Compensation Committee

The Board has formed a Corporate Governance, Nominating and Compensation Committee ("CGNC") whose primary objectives are to monitor performance of the Board, ensure the Company observes good governance practices, to nominate qualified individuals to become new board members and to review compensation. The Board believes that the Company has in place corporate governance practices that are both effective and appropriate to the Company's size and its current business operations.

The quantity and quality of the Board compensation is reviewed on an annual basis. The CGNC and Board reviews the adequacy and form of compensation and compares it to other companies of similar size and stage of development. Directors' compensation will be in the form of stock options and the payment of directors' fees. The number of options to be granted is determined by the Board as a whole. The Company's Board reviews and approves the general compensation philosophy and guidelines, incentive plan design and other remuneration for all directors and executive officers, including the CEO.

A copy of the CGNC policy can be located at the Company's web site www.vrr.ca.

Ethical Business Conduct

The Board has approved a Code of Conduct to assist all directors, officers, employees, advisors and consultants in making decisions regarding the affairs of the Company including its subsidiaries. The code states basic principles to help guide the affairs of the Company, while not being prescriptive, will provide general parameters to help resolve the ethical and legal issues that may be encountered on behalf of the Company. The Code of Conduct deals with confidentiality, conflicts of interest, stock trading, use of material information, respect and tolerance, environmental standards and a requirement of compliance with the Code of Conduct. The Board believes that the Company has in place corporate governance practices that are both effective and appropriate to the Company's size and its current business operations.

A copy of the Code of Conduct can be located at the Company's web site www.vrr.ca.

Assessments

The CGNC conducts informal annual assessments of the Board's effectiveness, its individual directors and its committees.



SCHEDULE “B”

AUDIT COMMITTEE INFORMATION

Pursuant to NI 52-110, the Company is required to include the following information with regards to audit committee responsibilities, composition and authority. The Company’s Audit Committee is governed by an audit committee charter, the text of which follows:

AUDIT COMMITTEE CHARTER

Purpose

The overall purpose of the Audit Committee (the “**Committee**”) of VR Resources Ltd. (the “**Company**”) is to ensure that the Company’s management has designed and implemented an effective system of internal financial controls, to review and report on the integrity of the financial statements and related financial disclosure of the Company, and to review the Company’s compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosure of financial information.

It is the intention of the Board that through the involvement of the Committee, the external audit will be conducted independently of the Company’s management to ensure that the independent auditors serve the interests of Stakeholders rather than the interests of management of the Company. The Committee will act as a liaison to provide better communication between the Board and the external auditors. The Committee will monitor the independence and performance of the Company’s independent auditors.

Composition, Procedures and Organization

The Committee shall consist of at least three members of the Board of Directors (the “**Board**”).

Where possible, at least two (2) members of the Committee shall be independent and the Committee shall endeavour to appoint a majority of independent directors to the Committee, who in the opinion of the Board, would be free from a relationship which would interfere with the exercise of the Committee members’ independent judgment. At least one (1) member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices applicable to the Company. For the purposes of this Charter, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

The Board, at its organizational meeting held in conjunction with each annual general meeting of the shareholders, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee.

Unless the Board shall have appointed a chair of the Committee, the members of the Committee shall elect a chair and a secretary from among their number.

The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and to hear each other.

The Committee shall have access to such officers and employees of the Company and to the Company’s external auditors, and to such information respecting the Company, as it considers to be necessary or advisable in order to perform its duties and responsibilities.

Meetings of the Committee shall be conducted as follows:

- (a) the Committee shall meet at such times and at such locations as may be requested by the chair of the Committee. The external auditors or any member of the Committee may request a meeting of the Committee;

- (b) the external auditors shall receive notice of and have the right to attend all meetings of the Committee; and
- (c) management representatives may be invited to attend all meetings except private sessions with the external auditors.

The internal auditors and the external auditors shall have a direct line of communication to the Committee through its chair and may bypass management if deemed necessary. The Committee, through its chair, may contact directly any employee in the Company as it deems necessary, and any employee may bring before the Committee any matter involving questionable, illegal or improper financial practices or transactions.

Roles and Responsibilities

1. The overall duties and responsibilities of the Committee shall be as follows:
 - (a) to assist the Board in the discharge of its responsibilities relating to the Company's accounting principles, reporting practices and internal controls and its approval of the Company's annual and quarterly financial statements and related financial disclosure;
 - (b) to establish and maintain a direct line of communication with the Company's internal and external auditors and assess their performance;
 - (c) to ensure that the management of the Company has designed, implemented and is maintaining an effective system of internal financial controls; and
 - (d) to report regularly to the Board on the fulfilment of its duties and responsibilities.
2. The duties and responsibilities of the Committee as they relate to the external auditors shall be as follows:
 - (a) to recommend to the Board a firm of external auditors to be engaged by the Company, and to verify the independence of such external auditors;
 - (b) to review and approve the fee, scope and timing of the audit and other related services rendered by the external auditors;
 - (c) review the audit plan of the external auditors prior to the commencement of the audit;
 - (d) to review with the external auditors, upon completion of their audit:
 - (i) contents of their report;
 - (ii) scope and quality of the audit work performed;
 - (iii) adequacy of the Company's financial and auditing personnel;
 - (iv) co-operation received from the Company's personnel during the audit;
 - (v) internal resources used;
 - (vi) significant transactions outside of the normal business of the Company;
 - (vii) significant proposed adjustments and recommendations for improving internal accounting controls, accounting principles or management systems;
 - (viii) the non-audit services provided by the external auditors;
 - (ix) to discuss with the external auditors, the quality and not just the acceptability of the Company's accounting principles; and
 - (x) to implement structures and procedures to ensure that the Committee meets the external auditors on a regular basis in the absence of management.

3. The duties and responsibilities of the Committee as they relate to the internal control procedures of the Company are to:
 - (a) review the appropriateness and effectiveness of the Company's policies and business practices which impact on the financial integrity of the Company, including those relating to internal auditing, insurance, accounting, information services and systems and financial controls, management reporting and risk management;
 - (b) review compliance under the Company's code of conduct and to periodically review these policies and recommend to the Board changes which the Committee may deem appropriate;
 - (c) review any unresolved issues between management and the external auditors that could affect the financial reporting or internal controls of the Company; and
 - (d) periodically review the Company's financial and auditing procedures and the extent to which recommendations made by the internal audit staff or by the external auditors have been implemented.
4. The Committee is also charged with the responsibility to:
 - (a) review the Company's quarterly statements of earnings, including the impact of unusual items and changes in accounting principles and estimates and report to the Board with respect thereto;
 - (b) review and approve the financial sections of:
 - (i) the annual report to Shareholders, if any;
 - (ii) the annual information form, if required;
 - (iii) annual and interim MD&A;
 - (iv) prospectuses;
 - (v) news releases discussing financial results of the Company; and
 - (vi) other public reports of a financial nature requiring approval by the Board, and report to the Board with respect thereto;
 - (c) review regulatory filings and decisions as they relate to the Company's financial statements;
 - (d) review the appropriateness of the policies and procedures used in the preparation of the Company's financial statements and other required disclosure documents, and consider recommendations for any material change to such policies;
 - (e) review and report on the integrity of the Company's financial statements;
 - (f) review the minutes of any audit committee meeting of subsidiary companies, if any;
 - (g) review with management, the external auditors and, if necessary, with legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Company and the manner in which such matters have been disclosed in the Company's financial statements; and
 - (h) review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, tax matters and disclosure of financial information.
5. The Committee shall have the authority:
 - (a) to engage independent counsel and other advisors as it determines necessary to carry out its duties;

- (b) to set and pay the compensation for any advisors employed by the Committee; and
- (c) to communicate directly with the internal and external auditors.

Reporting Violations and Questions

Defined Persons must report, in person or in writing, any known or suspected violations of laws, governmental regulations or this Charter to either the Chair of the Audit Committee or the Lead Director. Additionally, Defined Persons may contact the Company Corporate Secretary with a question or concern about this Charter or a business practice. Any questions or violation reports will be addressed immediately and seriously, and can be made anonymously.

Composition of the Audit Committee

The Audit Committee is currently comprised of Craig Lindsay, Chair, Darin Wagner and Michael Gunning of which Messer's Lindsay and Wagner are considered to be independent directors. Mr. Gunning as the Company's President and CEO is considered to be non-independent.

Relevant Education and Experience

Darin Wagner – Mr. Wagner is a Professional Geologist with over 30 years of exploration and corporate development experience. Mr. Wagner spent the first 10 years of his career as a project geologist and manager in North and South America with two of Canada's largest and most successful exploration and mining companies: Noranda (now Xstrata) and Cominco (now Teck).

In 1999, Mr. Wagner became Vice-President, Exploration for New Millennium Metals Corp. which was acquired by Platinum Group Metals Ltd. in 2002. Mr. Wagner served as Exploration Manager for TSX-listed Platinum Group Metals through the acquisition, discovery and initial delineation of the multi-million ounce Western Bushveld PGE deposit in South Africa.

Mr. Wagner became President of Sydney Resource Corp., in September 2005 and helped engineer the successful merger between Sydney and Band Ore Resources to form West Timmins Mining Inc. in 2006. He then served as a President, CEO and Qualified Person for West Timmins Mining through the discovery of the high-grade Thunder Creek and Hwy 144 gold deposits in Timmins, Ontario and the acquisition of West Timmins by Lake Shore Gold in an all share deal valued at \$424 million in November of 2009.

Mr. Wagner founded and then served as President and CEO of Balmoral Resources Ltd. who were twice recognized as Explorers of the Year in Quebec for the Martiniere Gold and Grasset Nickel discoveries. Balmoral was acquired by Wallbridge Mining Company Ltd. in May of 2020 in an all share deal valued at \$160 million on closing. Mr. Wagner was also a founding director of New Castle Gold which was acquired by Equinox Gold and of Falco Resources (TSX-V) which is now part of the Osisko group of companies.

Mr. Wagner is financially literate and is capable of understanding the Companies financial reporting at its current stage of complexity.

Craig Lindsay – Mr. Lindsay has over 27 years of experience in corporate finance, investment banking and business development in both North America and Asia. He is currently Managing Director of Arbutus Grove Capital Corp., a company providing management services and capital to emerging companies. Most recently, he was President and CEO of Otis Gold Corp. (TSX-V) from 2007 through to its sale to Excellon Resources Inc. in April 2020.

Previously, Mr. Lindsay was President and CEO of Magnum Uranium Corp. until its merger with Energy Fuels Inc. in July 2009. Prior to that he was a Vice President in the Corporate Finance and Investment Banking Group at PricewaterhouseCoopers LLP. Mr. Lindsay was a founding Director of Malaspina Capital Ltd., a junior capital pool company, and was responsible for identifying its merger with Miranda Mining Corp (a Mexican-based gold producer that was subsequently acquired by Wheaton River Minerals). He is currently a Director of Excellon Resources Inc. (TSX), Electric Royalties Ltd. (TSX-V), Alianza Minerals Ltd. (TSX-V) and Revolve Renewable Power Corp.(TSX-V)

Mr. Lindsay is financially literate and is capable of understanding the Company's financial reporting at its current stage of complexity.

Michael Gunning – is a Professional Geologist with over 30 years of experience in mineral exploration and geological research. His experience spans work in federal and provincial geological surveys, exploration in North and South America with Cominco (now Teck), and proven executive leadership in the junior exploration sector, including recent success in the sale of two companies. He is extensively published, holds several industry awards, and is past-president of numerous industry organizations. Upon completion of his PhD at the University of Western Ontario, Dr. Gunning spent nearly a decade leading global exploration projects, and learning the business of exploration within a multi-national and fully integrated mining and smelting company at Cominco. Following Cominco, Dr. Gunning accepted the role of lead Mineral Deposits Research Geologist with the Saskatchewan Geological Survey, which included both original, field-based mapping and research and mineral industry reporting. He also chaired the Energy file within the governments Strategic Development initiative. This work led Dr. Gunning to the uranium junior exploration sector in Vancouver. As CEO of Hathor Exploration Limited, he led successive resource and PEA milestones for the Roughrider uranium deposit discovery, and he guided Hathor successfully through a hostile takeover bid and a \$654 million acquisition by Rio Tinto in 2012, which was one of the top ten M&A deals in the global mining sector that year. He built on that success as Executive Chairman of Alpha Minerals which was acquired in 2013 for C\$190 million following the discovery of the Patterson Lake uranium deposit in Saskatchewan. Dr. Gunning is a past-President of the Saskatchewan Geological Society and the Society of Economic Geology Student Chapter at Western. He served on the AME BC Roundup Committee and presented at the annual AME Exploration Safety Workshop for more than a decade, and he was awarded by the industry with both the prestigious Dave Barr Award for Leadership in Exploration Health & Safety for 2011 and the Colin Spence Award for Excellence in Global Mineral Exploration for 2012.

Mr. Gunning is financially literate and is capable of understanding the Company's financial reporting at its current stage of complexity.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 (De Minimis Non audit Services) of NI 52-110, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. Part 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

The Company is a venture issuer and as such, is relying on section 6.1 of NI 52-110 which provides that a venture issuer is not required to comply with Part 3 *Composition of the Audit Committee* and Part 5 *Reporting Obligations* of NI 52-110.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Pre-Approved Policies and Procedures

The Audit Committee, in its Audit Committee Charter, has not adopted specific policies and procedures for the engagement of non-audit services.

External Audit Service Fees

The fees paid by the Company to its auditor in the last two fiscal years, by category, are as follows:

Financial Year Ending	Audit Fees⁽¹⁾	Audit Related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
2023	\$43,250	\$ Nil	\$7,400	\$ Nil
2022	\$40,500	\$ Nil	\$9,550	\$ Nil

Notes:

(1) The aggregate audit fees billed.

- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and which are not included under the heading "Audit Fees".
- (3) Fees billed for preparation of Company's corporate tax return.
- (4) The aggregate fees billed for products and services other than as set out under the headings "Audit Fees", "Audit Related Fees" and "Tax Fees". These fees consist of reading and commenting on the interim financial statements.

SCHEDULE "C"

LTIP

Schedule "C"

VR Resources Ltd.

LONG TERM INCENTIVE PLAN

ARTICLE 1

LONG TERM INCENTIVE PLAN

1.1 Purpose, Plan Definitions and Interpretation

1.1.1 The purpose of this Plan is to advance the interests of VR Resources Ltd. ("**VR Resources**") by: (a) increasing the proprietary interests of Participants (as defined herein) in VR Resources (b) aligning the interests of Participants with the interests of the shareholders of VR Resources generally; (c) encouraging Participants to remain associated with VR Resources; and (d) furnishing Participants with an additional incentive to achieve the goals of VR Resources.

1.1.2 In this Plan, the following terms have the following meanings:

- (a) "**Account**" means a Deferred Share Unit Account or a Restricted Share Unit Account, as applicable;
- (b) "**Applicable Law**" includes, without limitation, all applicable securities, corporate, tax and other laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies including, without limitation, the policies, rules and by-laws of the Exchange;
- (c) "**Applicable Withholding Taxes**" means any and all taxes and other source deductions or other amounts which VR Resources is required by Applicable Law to withhold from any amounts paid or credited to a Participant under the Plan;
- (d) "**Award**" means an award of Deferred Share Units and/or Restricted Share Units under this Plan;
- (e) "**Award Agreement**" means the agreement in writing between VR Resources and a Participant evidencing the terms and conditions under which an Award has been granted under this Plan;
- (f) "**Beneficiary**" means, subject to Applicable Law, any person designated by a Participant to receive any amount payable under the Plan in the event of a Participant's death or, failing designation, the Participant's estate;
- (g) "**Blackout Period**" means the period during which the relevant Participant is prohibited from exercising, redeeming or settling their Security Based Compensation. The following requirements are applicable to any such automatic extension provision:
 - (i) The Blackout Period must be formally imposed by the Issuer pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Issuer formally imposing a blackout period, the expiry date, redemption date or settlement date, as applicable, of any Security Based Compensation will not be automatically extended.
 - (ii) The blackout period must expire following the general disclosure of the undisclosed Material Information. The expiry date, redemption date or settlement date, as applicable, of the affected Security Based Compensation can be extended to no later than ten (10) business days after the expiry of the Blackout Period.
 - (iii) The automatic extension of a Participant's Security Based Compensation will not be permitted where the Participant or the Issuer is subject to a cease trade order (or

similar order under Securities Laws) in respect of the Issuer's securities.

- (iv) The automatic extension is available to all eligible Participants under the Security Based Compensation Plan under the same terms and conditions.
- (h) **"Board"** means the board of directors of VR Resources;
- (i) **"Change of Control"** means:
 - (i) an acquisition, directly or indirectly, of voting shares of the Company (including securities of the Company which on conversion will become voting shares) by any person or group of persons acting in concert (other than the any person or group of persons acting in concert which as of the date of this this Plan hold, directly or indirectly, a sufficient number of the outstanding voting shares to affect materially the control of the Company) such that such person or group of persons are able for the first time to affect materially the control of the Company;
 - (ii) a merger, amalgamation, or consolidation of the Company with or into another entity, or any other corporate reorganization, if more than 50% of the combined voting power of the continuing or surviving entity's shares immediately after are owned by persons who were not stockholders of the Company immediately prior to such merger, amalgamation, consolidation or reorganization;
 - (iii) the exercise of the voting power of all or any shares of the Company so as to cause or result in the election of a majority of directors of the Company who were not incumbent directors;
 - (iv) a tender offer, an exchange offer, a take-over bid or any other offer or bid by an entity, person or group (other than the Company, a wholly owned subsidiary of the Company, or the Approved Holder) for more than 50% of the issued and outstanding voting shares; or
 - (v) the sale, transfer or disposition by the Company of all or substantially all of the assets of the Company.

provided however, that (A) a Change of Control shall not be deemed to have occurred if such Change of Control results solely from the issuance, in connection with a bona fide financing or series of financings by VR Resources, of voting securities of VR Resources or any rights to acquire voting securities of VR Resources which are convertible into voting securities; and (B) an event will not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Company or to create a holding company, partnership or trust that will be owned in substantially the same proportions by the persons who held the Company's voting shares immediately before such event. Additionally, a Change of Control will not be deemed to have occurred, with respect to a Participant, if the Participant is part of a purchasing group that consummates the Change of Control;

- (j) **"Company"** means VR Resources Ltd;
- (k) **"Compensation Committee"** means the Compensation Committee or similar committee of the Board;
- (l) **"Consultant"** means a Person, other than an employee, executive officer or director of the Company or a Subsidiary, that provides ongoing *bona fide* services to the Company or a Subsidiary pursuant to a written contract between the Company or the Subsidiary and the Person, other than services provided in relation to a distribution or in connection with the offer or sale of securities in a capital-raising transaction, and does not directly or indirectly promote or maintain a market for the Company's securities, and who (i) spends or will

spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary, and (ii) has a relationship with the Company or a Subsidiary that enables them to be knowledgeable about the business and affairs of the Company;

- (m) **"Date of Grant"** of a Unit means the date such Unit is granted to a Participant under the Plan, as evidenced by an Award Agreement between VR Resources and the Participant;
- (n) **"DSU"** or **"Deferred Share Unit"** means a right granted to a Participant by an Issuer as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, securities of the Issuer on a deferred basis (which is typically after the earliest of the retirement, termination of employment or death of the Participant), and which may provide that, upon vesting, the award may be paid in cash and/or Listed Shares of the Issuer;
- (o) **"Deferred Share Unit Account"** has the meaning set forth in Section 4.1.1;
- (p) **"Disability"** means where the Participant:
 - (i) is to a substantial degree unable, due to illness, disease, affliction, mental or physical disability or similar cause, to fulfill his obligations as a director, officer or employee of, or Consultant to, VR Resources either for any consecutive 12 month period or for any period of 18 months (whether or not consecutive) in any consecutive 24 month period; or
 - (ii) is declared by a court of competent jurisdiction to be mentally incompetent or incapable of managing the Participant's affairs;
- (q) **"Dividend"** means a dividend declared and payable on a Share in accordance with VR Resources' dividend policy as the same may be amended from time to time (an **"Ordinary Dividend"**), and may, in the discretion of the Board, include a special or stock dividend or other distribution made generally to all holders of Shares (a **"Special Dividend"**), and may, in the discretion of the Board, include a Special Dividend declared and payable on a Share;
- (r) **"DSU Final Payment Date"** means, with respect to a Deferred Share Unit granted to a DSU Participant, not later than December 31 of the calendar year following the calendar year in which the DSU Termination Date occurred;
- (s) **"DSU Gross Payment"** has the meaning set forth in Section 4.3.2(b)(i);
- (t) **"DSU Participant"** means an Eligible Participant of VR Resources who has been designated by VR Resources for participation in the Plan and who has agreed to participate in the Plan and to whom Deferred Share Units have or will be granted hereunder;
- (u) **"DSU Termination Date"** of a DSU Participant means, the day that the DSU Participant ceases to be a DSU Participant for any reason, other than involuntary termination with cause or involuntary removal as a director of VR Resources, including, without limiting the generality of the foregoing, as a result of Retirement, death, or involuntary termination without cause;
- (v) **"DSU Whole Shares"** has the meaning set forth in Section 4.3.2(c)(i);
- (w) **"Eligible Participant"** shall be the directors, officers and employees of VR Resources or a Subsidiary, as well as Consultants providing ongoing services to VR Resources or its Subsidiaries, as determined by the Board from time to time, in its sole discretion. For greater certainty, a Person whose employment or engagement with VR Resources or a

Subsidiary has ceased for any reason, or who has given notice or been given notice of such cessation, whether such cessation was initiated by such Person, VR Resources or such Subsidiary, as the case may be, shall cease to be eligible to receive Awards hereunder as of the date on which such Person provides notice to VR Resources or the Subsidiary, as the case may be, in writing or verbally, of such cessation, or on the Termination Date for any cessation of a Participant's employment or engagement initiated by VR Resources or the Subsidiary.;

- (x) **"Exchange"** means the TSX Venture Exchange or, if the Shares are not then listed and posted for trading on the TSX Venture Exchange, on such stock exchange in Canada on which such shares are listed and posted for trading as may be selected for such purpose by the Board;
- (y) **"Fair Market Value"** means, with respect to a Share on any date, the weighted average trading price of the Shares on the Exchange for the five days on which Shares were traded immediately preceding that date; provided that if the Shares are not listed for trading on a stock exchange on such date, the Fair Market Value shall be the price per Share as the Board, acting in good faith, may determine;
- (z) **"Insider"** " if used in relation to the Issuer means: (a) a director or an officer of the Issuer, (b) a director or an officer of a Company that is itself an Insider or a subsidiary of the Issuer; (c) a Person that has (i) beneficial ownership of, or control or direction over, directly or indirectly, or (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of the Issuer carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the Person as underwriter in the course of a distribution; or (d) the Issuer if it has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security;
- (aa) "
- (bb) **"Issued Shares"** means the total number Shares that are issued and outstanding;
- (cc) **"Issuer"** means the Company;
- (dd) **"ITA"** means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), including the regulations promulgated thereunder, as amended from time to time;
- (ee) **"Leave of Absence"** means any period during which, pursuant to the prior written approval of VR Resources or by reason of Disability, a Participant is considered to be on an approved leave of absence or on Disability and does not provide any services to VR Resources;
- (ff) **"Merger and Acquisition Transaction"** means:
 - (i) any merger;
 - (ii) any acquisition;
 - (iii) any amalgamation;
 - (iv) any offer for the Shares which, if successful, would entitle the offeror to acquire all of the voting securities of VR Resources; or
 - (v) any arrangement or other scheme of reorganization;
 that results in a Change of Control;

- (gg) **"Original RSU"** has the meaning set forth in Section 3.4.1;
- (hh) **"Outstanding Issue"** is determined on the basis of the number of Shares that are outstanding immediately prior to the Share issuance in question;
- (ii) **"Participant"** means a RSU Participant or a DSU Participant, as applicable;
- (jj) **"Participant Information"** has the meaning set forth in Section 6.6.4(b);
- (kk) **"Person"** means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;
- (ll) **"Plan"** means this Long Term Incentive Plan as set forth herein, as the same may be amended and varied from time to time;
- (mm) **"Restricted Period"** means any period of time that a Restricted Share Unit is not redeemable and the Participant holding such Restricted Share Unit remains ineligible to receive Restricted Shares, determined by the Board or the Compensation Committee in its absolute discretion, however, such period of time may be reduced or eliminated from time to time and at any time and for any reason as determined by the Board or the Compensation Committee, including but not limited to circumstances involving death or disability of a Participant;
- (nn) **"RSU" or "Restricted Share Unit"** means a right granted to a Participant by an Issuer as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, securities of the Issuer upon specified vesting criteria being satisfied (which are typically time based) and which may provide that, upon vesting, the award may be paid in cash and/or Listed Shares of the Issuer;
- (oo) **"Restricted Share Unit Account"** has the meaning set forth in Section 3.1.1;
- (pp) **"Restricted Shares"** means the Shares issuable upon the expiry of an applicable Restricted Period;
- (qq) **"Retirement"** means the normal retirement of a Participant from employment with VR Resources or the early retirement of a Participant pursuant to any applicable retirement plan of VR Resources, all as determined by the Board, acting reasonably;
- (rr) **"VR Resources"** means has the meaning set forth in Section 1.1.1 and, where the context requires, includes its subsidiaries, affiliates, successors and assigns;
- (ss) **"RSU Final Vesting Date"** means, with respect to a Restricted Share Unit granted to a RSU Participant, December 31 of the calendar year which is three (3) years after the calendar year in which the service was performed in respect of which the particular Award was made;
- (tt) **"RSU Gross Payment"** has the meaning set forth in Section 3.3.2(b)(i);
- (uu) **"RSU Participant"** means an Eligible Participant who has been designated by VR Resources for participation in the Plan and who has agreed to participate in the Plan and to whom Restricted Share Units have or will be granted hereunder;
- (vv) **"RSU Termination Date"** of a RSU Participant means, where the Participant's employment with or services to VR Resources has been terminated, the Participant's last day of active employment with or services to VR Resources, regardless of the reason for the termination of employment or termination of services;

- (ww) **"RSU Vesting Date"** means, with respect to a Restricted Share Unit granted to a RSU Participant, the expiry date of the Restricted Period determined in accordance with Section 3.2;
- (xx) **"Security-Based Compensation Plan"** includes any stock option plan, DSU plan, RSU plan, and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Company from treasury to a Participant;
- (yy) **"Share"** means a common share in the capital of VR Resources;
- (zz) **"Subsidiary"** 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;
- (aaa) **"United States"** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (bbb) **"Units"** means Deferred Share Units and/or Restricted Share Units, as applicable;
- (ccc) **"U.S. Participant"** means a Participant who, at the time such Participant receives or is offered an Award, is (i) in the United States, or (ii) a U.S. Person;
- (ddd) **"U.S. Person"** has the meaning set forth in Rule 902(k) of Regulation S under the U.S. Securities Act and generally includes, but is not limited to, any natural person resident in the United States, any partnership or corporation organized under the laws of the United States and any estate or trust of which any executor, administrator or trustee is a U.S. Person;
- (eee) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended from time to time;
- (fff) **"Vested Deferred Share Units"** has the meaning set forth in Section 4.2.1;
- (ggg) **"Vested Restricted Share Units"** has the meaning set forth in Section 3.2.3; and
- (hhh) **"Vested Units"** mean Vested Deferred Share Units and/or Vested Restricted Share Units, as applicable.

In this Plan, unless the context requires otherwise, words importing the singular number may be construed to extend to and include the plural number, and words importing the plural number may be construed to extend to and include the singular number.

ARTICLE 2 GRANT OF UNITS

2.1 Grant of Units

- 2.1.1 Subject to the terms of the Plan, the Board may make grants of Deferred Share Units to DSU Participants and Restricted Share Units to RSU Participants in consideration for services rendered in that year in such number, at such times and on such terms and conditions, as the Board may, in its sole discretion, determine and thereafter VR Resources shall provide an Award Agreement to each Participant; provided that:
 - (a) Subject to the policies of the Exchange, the maximum number of Shares that VR Resources is entitled to issue from treasury under the Plan for payments in respect of Awards of Deferred Share Units to DSU Participants and for payments in respect of Awards of Restricted Share Units to RSU Participants shall not exceed 11,396,636 Shares representing

10% of the Issued Shares of VR Resources as at the date this Plan was approved by the Board.

- (b) No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above noted total number of Shares reserved for issuance pursuant to the settlement of Awards.
- (c) Shares of VR Resources that are covered by the Awards that have been granted pursuant to the Plan shall not be available for subsequent Award grants under the Plan with the exception that:
 - (i) those Shares of VR Resources covered by Units which have been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised, and pursuant to which no Shares have been issued shall be available for subsequent Unit grants under the Plan.
- (d) Awards that are Restricted Share Units may only be granted to RSU Participants and Awards that are Deferred Share Units may only be granted to DSU Participants; provided that the participation in the Plan is voluntary. In determining the Participants to whom Awards may be granted and the number of Restricted Share Units and Deferred Share Units to be awarded pursuant to each Award, the Board may take into account the following factors:
 - (i) compensation data for comparable benchmark positions among VR Resources' peers;
 - (ii) the duties and seniority of the Participant;
 - (iii) the performance of the Participant in the prior year relative to the performance measures of VR Resources for the relevant performance period;
 - (iv) individual and/or departmental contributions and potential contributions to the success of VR Resources; and
 - (v) such other factors as the Board shall deem relevant in connection with accomplishing the purposes of the Plan.
- (e) The maximum number of Awards issuable to Insiders under the Plan, when combined with all of the Company's other Security-Based Compensation Plans (if any):
 - (i) within a 12-month period, cannot exceed ten percent (10%) of the Issued Shares at the date an Award is granted to any Insider; and
 - (ii) cannot, at any point in time, exceed ten percent (10%) of the Issued Shares unless the approval of the disinterested shareholders of the Company is obtained.
 - (iii) The maximum number of Shares that may be made issuable pursuant to Awards made to any Eligible Participant under the Plan together with any other Security-Based Compensation Plan in any 12-month period shall not exceed five percent (5%) of the Issued Shares calculated at the date of grant.
 - (iv) The aggregate number of Awards granted to any one Eligible Participant that is a Consultant of the Company in any 12-month period must not exceed two percent (2%) of the Issued Shares calculated at the date of grant.

any Security Based Compensation granted or issued to any Participant who is a Director, Officer, Employee, Consultant or Management Company Employee must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an eligible Participant under the Security Based Compensation Plan

- (v) Units may not be granted to Persons performing Investor Relations Activities
- (vi) No Award may vest before the date that is one year following the date the Award is granted or issued, provided that this requirement may be accelerated for a Participant who dies or who ceases to be an Eligible Participant under the provisions hereof in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction.

2.1.2 The Board may at any time appoint the Compensation Committee to, among other things, interpret, administer and implement this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. The Board will take such steps that in its opinion are required to ensure that the Compensation Committee has the necessary authority to fulfill its functions under this Plan.

2.1.3 All grants of Deferred Share Units and Restricted Share Units under this Plan will be evidenced by Award Agreements. Any one executive officer of VR Resources is authorized and empowered to execute and deliver, for and on behalf of VR Resources, any such Award Agreement to any such Participant.

2.2 Forfeited Units

2.2.1 For greater certainty, no Participant shall have any entitlement to receive any payment in respect of any Units which have been forfeited under this Plan, by way of damages, payment in lieu, or otherwise.

ARTICLE 3 RESTRICTED SHARE UNITS

3.1 Restricted Share Unit Grants and Accounts

3.1.1 An Account, to be known as a “**Restricted Share Unit Account**”, shall be maintained by VR Resources for each RSU Participant that has been granted Restricted Share Units. On each Date of Grant, the Account will be credited with the Restricted Share Units granted to a RSU Participant on that date.

3.1.2 The establishment of the Plan in respect of Restricted Share Units shall be an unfunded obligation of VR Resources. Neither the establishment of the Plan in respect of Restricted Share Units nor the grant of any Restricted Share Units or the setting aside of any funds by VR Resources (if, in its sole discretion, it chooses to do so) shall be deemed to create a trust. Legal and equitable title to any funds set aside for the purposes of the Plan in respect of Restricted Share Units shall remain in VR Resources and no RSU Participant shall have any security or other interest in such funds. Any funds so set aside shall remain subject to the claims of creditors of VR Resources present or future. Amounts payable to any RSU Participant under the Plan in respect of Restricted Share Units shall be a general, unsecured obligation of VR Resources. The right of a RSU Participant or any Beneficiary to receive payment pursuant to the Plan in respect of Restricted Share Units shall be no greater than the right of other unsecured creditors of VR Resources.

3.2 Vesting

- 3.2.1 The Board or the Compensation Committee shall, concurrent with the determination to grant Restricted Share Units, determine the Restricted Period applicable to such Restricted Share Units.
- 3.2.2 Unless otherwise determined by resolution of the Board or any committee authorized by the Board, in the event that any Restricted Period, as applicable, expires during, or within 48 hours after a self-imposed Blackout Period on the trading of securities of the Company, such expiry will occur on the day immediately following the end of the Blackout Period, or such 48 hour period, as applicable; provided that the Restricted Period as amended pursuant to this Section 3.2.2 shall not exceed the RSU Final Vesting Date.
- 3.2.3 All Restricted Share Units recorded in a RSU Participant's Restricted Share Unit Account following the Restricted Period and are not forfeited hereunder by the Participant on the RSU Termination Date are referred to herein as **"Vested Restricted Share Units"**.
- 3.2.4 For greater certainty, no RSU Participant nor any Beneficiary or other person claiming through a RSU Participant shall be entitled to any benefit hereunder in respect of any Restricted Share Units that are not Vested Restricted Share Units.
- 3.2.5 Notwithstanding anything else herein contained, VR Resources may, in its discretion, on the date that is one year following the date the Award is granted or issued, thereafter at any time permit the acceleration of vesting of any or all Restricted Share Units, all in the manner and on the terms as may be authorized by the Board.

3.3 Payment in Respect of Restricted Share Units

- 3.3.1 Payment in respect of an Award of a Restricted Share Unit granted to a RSU Participant shall become payable on each RSU Vesting Date for such Restricted Share Unit in accordance with Section 3.3.2; provided, however that (i) a payment in respect of a Restricted Share Unit that vested in a year shall be paid no later than December 31 of that year; and, (ii) all payments under a particular Award shall be made on or before the RSU Final Vesting Date for such Restricted Share Unit.
- 3.3.2 On each RSU Vesting Date in respect of an Award of Restricted Share Units granted to a RSU Participant:
 - (a) VR Resources shall decide, in its sole discretion, to make all payments in respect of an Award of a Restricted Share Unit to a RSU Participant in cash, in Shares issued from treasury, or in a combination of cash and Shares issued from treasury, in the manner described in this Section 3.3.2;
 - (b) where VR Resources decides to make all payments in respect of an Award of a Restricted Share Unit to a RSU Participant in cash, VR Resources shall pay to the RSU Participant a cash amount equal to the amount by which:
 - (i) the product that results by multiplying: (A) the number of Restricted Share Units credited to the RSU Participant's Restricted Share Unit Account as at the RSU Vesting Date that are Vested Restricted Share Units; by (B) the Fair Market Value of a Share on the RSU Vesting Date or (such amount referred to as the **"RSU Gross Payment"**); exceeds
 - (ii) all Applicable Withholding Taxes in respect of such payment;
 - (c) where VR Resources decides to make all payments in respect of an Award of a Restricted Share Unit to a Participant in Shares issued from treasury, subject to Section 3.3.2(e), VR Resources shall issue from treasury the number of Shares equal to the number of

Restricted Share Units credited to the Participant's Restricted Share Unit Account as at the RSU Vesting Date that are Vested Restricted Share Units with any fractional shares paid in cash based on the Fair Market Value;

- (d) where VR Resources decides to make payments in respect of an Award of a Restricted Share Unit to a RSU Participant in a combination of cash and Shares issued from treasury, VR Resources shall:
 - (i) issue from treasury a number of Shares not to exceed the number that would be issued if Section 3.3.2(c) applied; and
 - (ii) subject to Section 3.3.2(e), pay to the RSU Participant a cash amount equal to the amount by which the RSU Gross Payment exceeds the Fair Market Value on the date of issuance of the Shares issued from treasury, net of any Applicable Withholding Taxes; and
- (e) where VR Resources decides to make any payments in respect of an Award of a Restricted Share Unit to a RSU Participant in Shares issued from treasury, VR Resources shall have the right to withhold, or to require the RSU Participant to remit to VR Resources, an amount sufficient to satisfy any Applicable Withholding Taxes. For greater certainty, VR Resources may decide in its sole discretion to satisfy any Applicable Withholding Taxes by withholding from the Shares otherwise deliverable to the RSU Participant such number of Shares having a value, determined as of the date that the withholding tax obligation arises, equal to the amount of the total withholding tax obligation.

3.3.3 On the RSU Termination Date in respect of an Award of Restricted Share Units granted to a RSU Participant:

- (a) VR Resources shall decide, in its sole discretion, to make all payments in respect of an Award of a Restricted Share Unit to a RSU Participant in cash, in Shares issued from treasury, or in a combination of cash and Shares issued from treasury, in the manner described in this Section 3.3.3;
- (b) where VR Resources decides to make all payments in respect of an Award of a Restricted Share Unit to a RSU Participant in cash, VR Resources shall pay to the RSU Participant a cash amount equal to the amount by which:
 - (i) the product that results by multiplying: (A) the number of Restricted Share Units credited to the RSU Participant's Restricted Share Unit Account as at the RSU Termination Date that are Vested Restricted Share Units; by (B) the RSU Gross Payment; exceeds
 - (ii) all Applicable Withholding Taxes in respect of such payment;
- (c) where VR Resources decides to make all payments in respect of an Award of a Restricted Share Unit to a Participant in Shares issued from treasury, subject to Section 3.3.3(e), VR Resources shall issue from treasury the number of Shares equal to the number of Restricted Share Units credited to the Participant's Restricted Share Unit Account as at the RSU Vesting Date that are Vested Restricted Share Units with any fractional shares paid in cash based on the Fair Market Value;
- (d) where VR Resources decides to make payments in respect of an Award of a Restricted Share Unit to a RSU Participant in a combination of cash and Shares issued from treasury, VR Resources shall:
 - (i) issue from treasury a number of Shares not to exceed the number that would be issued if Section 3.3.3(c) applied; and

- (ii) subject to Section 3.3.3(e), pay to the RSU Participant a cash amount equal to the amount by which the RSU Gross Payment exceeds the Fair Market Value on the date of issuance of the Shares issued from treasury, net of any Applicable Withholding Taxes; and
 - (e) where VR Resources decides to make any payments in respect of an Award of a Restricted Share Unit to a RSU Participant in Shares issued from treasury, VR Resources shall have the right to withhold, or to require the RSU Participant to remit to VR Resources, an amount sufficient to satisfy any Applicable Withholding Taxes. For greater certainty, VR Resources may decide in its sole discretion to satisfy any Applicable Withholding Taxes by withholding from the Shares otherwise deliverable to the RSU Participant such number of Shares having a value, determined as of the date that the withholding tax obligation arises, equal to the amount of the total withholding tax obligation.
- 3.3.4 For greater certainty, no amount will be paid to, or in respect of, a RSU Participant under the Plan or pursuant to any other arrangement, and no other Restricted Share Units will be granted to such RSU Participant to compensate for a reduction in the fair market value of a Share, nor will any other form of benefit be conferred upon, or in respect of, a RSU Participant for such purpose.

3.4 Dividends Paid on Shares

- 3.4.1 Subject to Section 3.4.2, in the event VR Resources pays a Dividend on the Shares subsequent to the granting of an Award, the number of Restricted Share Units relating to such Award (the “**Original RSU**”) shall be increased by an amount equal to:
- (a) the product of: (i) the aggregate number of Original RSUs held by the RSU Participant on the record date for such Dividend; and (ii) the per Share amount of such Dividend (or, in the case of any Dividend payable in property other than cash, the per Share fair market value of such property as determined by the Board), divided by
 - (b) the Fair Market Value of a Share calculated as of the date that is three days prior to the record date for the Dividend.
- 3.4.2 In the event that VR Resources pays a Dividend on the Shares in additional Shares, the number of Original RSUs shall be increased by a number equal to the product of: (a) the aggregate number of Original RSUs held by the RSU Participant on the record date of such Dividend; and (b) the number of Shares (including any fraction thereof) payable as a Dividend on one Share. Any additional Restricted Share Units resulting from the payment of a Dividend on the Shares pursuant to this Section 3.4 shall be subject to the same Restricted Period(s) as applicable to the subject Original RSUs.

Notwithstanding Section 3.4.1 and 3.4.2, any Dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under this Plan, and shall be settled in cash in the event a sufficient number of Shares are not available under this Plan to satisfy the Company’s obligations in respect of such Dividends.

3.5 Termination of Employment or Leave of Absence

- 3.5.1 Subject to Section 3.2.1 and the provisions of any applicable Award Agreement, upon the RSU Participant ceasing to be an Eligible Participant due to involuntary termination with cause or voluntary termination by the RSU Participant, all Restricted Share Units previously credited to such RSU Participant’s Restricted Share Unit Account which did not become Vested Restricted Share Units on or prior to the RSU Termination Date shall be terminated and forfeited as of the RSU Termination Date.

- 3.5.2 Upon the RSU Participant ceasing to be an Eligible Participant by reason of involuntary termination without cause, death, total or permanent long-term disability (as reasonably determined by the Board) or Retirement of the RSU Participant, any Restricted Share Units previously credited to such RSU Participant's Restricted Share Unit Account which did not become Vested Restricted Share Units on or prior to the RSU Termination Date, shall either be terminated and forfeited as of the Participant Termination Date, or fully-vest at the discretion of the Board.
- 3.5.3 Upon a RSU Participant commencing a Leave of Absence, unless otherwise determined by the Board in its sole discretion, any Restricted Share Units previously credited to such RSU Participant's Restricted Share Unit Account shall continue to vest in accordance with their terms pursuant to Section 3.2.1.
- 3.5.4 If the relationship of the RSU Participant with VR Resources is terminated for any reason prior to the vesting of the Restricted Share Units, whether or not such termination is with or without notice, adequate notice or legal notice or is with or without legal or just cause, the RSU Participant's rights shall be strictly limited to those provided for in this Section 3.5. Unless otherwise specifically provided in writing, the RSU Participant shall have no claim to, or in respect of, any Restricted Share Units which may have or would have vested had due notice of termination of employment been given, nor shall the RSU Participant have any entitlement to damages or other compensation or any claim for wrongful termination or dismissal in respect of any Restricted Share Units or loss of profit or opportunity which may have or would have vested or accrued to the RSU Participant if such wrongful termination or dismissal had not occurred or if due notice of termination had been given. This provision shall be without prejudice to the RSU Participant's rights to seek compensation for lost employment income or lost employment benefits (other than those accruing under or in respect of the Plan or any Restricted Share Units) in the event of any alleged wrongful termination or dismissal.

ARTICLE 4 DEFERRED SHARE UNITS

4.1 Deferred Share Unit Grants and Accounts

- 4.1.1 An Account, to be known as a "**Deferred Share Unit Account**", shall be maintained by VR Resources for each DSU Participant that has been granted Deferred Share Units. On each Date of Grant, the Account will be credited with the Deferred Share Units granted to a DSU Participant on that date.
- 4.1.2 The establishment of the Plan in respect of Deferred Share Units shall be an unfunded obligation of VR Resources. Neither the establishment of the Plan in respect of Deferred Share Units nor the grant of any Deferred Share Units or the setting aside of any funds by VR Resources (if, in its sole discretion, it chooses to do so) shall be deemed to create a trust. Legal and equitable title to any funds set aside for the purposes of the Plan in respect of Deferred Share Units shall remain in VR Resources and no DSU Participant shall have any security or other interest in such funds. Any funds so set aside shall remain subject to the claims of creditors of VR Resources present or future. Amounts payable to any DSU Participant under the Plan in respect of Deferred Share Units shall be a general, unsecured obligation of VR Resources. The right of the DSU Participant or Beneficiary to receive payment pursuant to the Plan in respect of Deferred Share Units shall be no greater than the right of other unsecured creditors of VR Resources.

4.2 Vesting

- 4.2.1 All Deferred Share Units recorded in a DSU Participant's Deferred Share Unit Account shall vest on the DSU Participant's DSU Termination Date and shall be referred to herein as "**Vested Deferred Share Units**" as of that date, unless otherwise determined by the Board at its sole discretion.

- 4.2.2 DSU Participants will not have any right to receive any benefit under the Plan in respect of a Deferred Share Unit until the DSU Termination Date.

4.3 Payment in Respect of Deferred Share Units

- 4.3.1 Payment in respect of an Award of a Deferred Share Unit granted to a DSU Participant shall become payable on the DSU Termination Date of the DSU Participant in the amount and in the manner referred to in Section 4.3.2. All payments to be made by VR Resources in respect of a Deferred Share Unit in Shares issued from treasury shall occur on the DSU Termination Date and all payments to be made by VR Resources in respect of a Deferred Share Unit in cash shall occur on or before the DSU Final Payment Date for such Deferred Share Unit.

- 4.3.2 On the DSU Termination Date in respect of an Award of Deferred Share Units granted to a DSU Participant:

- (a) VR Resources shall decide, in its sole discretion, to make all payments in respect of an Award of a Deferred Share Unit to a DSU Participant in cash, in Shares issued from treasury, or in a combination of cash and Shares issued from treasury, in the manner described in this Section 4.3.2;
- (b) where VR Resources decides to make all payments in respect of an Award of a Deferred Share Unit to a DSU Participant in cash, VR Resources shall, no later than December 31 of the year in which the DSU Termination Date arises pay to the DSU Participant a cash amount equal to the amount by which:
 - (i) the product that results by multiplying: (A) the number of Deferred Share Units credited to the DSU Participant's Deferred Share Unit Account as at the DSU Termination Date that are Vested Deferred Share Units; by (B) the Fair Market Value of a Share on the DSU Termination Date (such amount referred to as the **"DSU Gross Payment"**); exceeds
 - (ii) all Applicable Withholding Taxes in respect of such payment;
- (c) where VR Resources decides to make all payments in respect of an Award of a Deferred Share Unit to a DSU Participant in Shares issued from treasury, VR Resources shall:
 - (i) determine the number of whole Shares that the DSU Participant has the right to receive under such Award (the **"DSU Whole Shares"**) as the quotient (rounded down to the nearest whole number) obtained by dividing: (A) the DSU Gross Payment; by (B) the Fair Market Value of a Share determined on the date of issuance; and
 - (ii) subject to Section 4.3.2(e), no later than December 31 of the year in which the DSU Termination Date arises, issue that number of Shares from treasury that is equal to the number of DSU Whole Shares determined under Section 4.3.2(c)(i);
- (d) where VR Resources decides to make payments in respect of an Award of a Deferred Share Unit to a DSU Participant in a combination of cash and Shares issued from treasury, VR Resources shall no later than December 31 of the year in which the DSU Termination Date arises:
 - (i) issue from treasury a number of Shares not to exceed the number that would be issued if Section 4.3.2(c) applied; and
 - (ii) subject to Section 4.3.2(e), pay to the DSU Participant a cash amount equal to the amount, if any, by which the DSU Gross Payment exceeds the Fair Market Value

on the date of issuance of the Shares issued from treasury, net of any Applicable Withholding Taxes; and

- (e) where VR Resources decides to make any payments in respect of an Award of a Deferred Share Unit to a DSU Participant in Shares issued from treasury, VR Resources shall have the right to withhold, or to require the DSU Participant to remit to VR Resources, an amount sufficient to satisfy any Applicable Withholding Taxes. For greater certainty, VR Resources may decide in its sole discretion to satisfy any Applicable Withholding Taxes by withholding from the Shares otherwise deliverable to the DSU Participant such number of Shares having a value, determined as of the date that the payment is made, equal to the amount of the total withholding tax obligation.
- 4.3.3 Notwithstanding anything to the contrary in the Plan, in the event a DSU Participant ceases to be a DSU Participant due to involuntary termination with cause, or if applicable, involuntary removal as a director of VR Resources, all Deferred Share Units previously credited to such DSU Participant's Deferred Share Unit Account on or prior to such date of involuntary termination with cause or involuntary removal shall be terminated and forfeited as of such date of involuntary termination with cause or involuntary removal.
- 4.3.4 For greater certainty, no amount will be paid to, or in respect of, a DSU Participant under the Plan or pursuant to any other arrangement, and no other Deferred Share Units will be granted to such DSU Participant to compensate for a reduction in the fair market value of a Share, nor will any other form of benefit be conferred upon, or in respect of, a DSU Participant for such purpose.

4.4 Dividends Paid on Shares

- 4.4.1 Subject to Section 4.4.2, in the event VR Resources pays a Dividend on the Shares subsequent to the granting of an Award, the number of Deferred Share Units relating to such Award (the "**Original DSU**") shall be increased by an amount equal to:
 - (a) the product of: (i) the aggregate number of Original DSUs held by the DSU Participant on the record date for such Dividend; and (ii) the per Share amount of such Dividend (or, in the case of any Dividend payable in property other than cash, the per Share fair market value of such property as determined by the Board); divided by
 - (b) the Fair Market Value of a Share calculated as of the date that is three days prior to the record date for the Dividend.
- 4.4.2 In the event that VR Resources pays a Dividend on the Shares in additional Shares, the number of Original DSUs shall be increased by a number equal to the product of: (a) the aggregate number of Original DSUs held by the DSU Participant on the record date of such Dividend; and (b) the number of Shares (including any fraction thereof) payable as a Dividend on one Share.

Notwithstanding Section 4.4.1 and 4.4.2, any Dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under this Plan, and shall be settled in cash in the event a sufficient number of Shares are not available under this Plan to satisfy the Company's obligations in respect of such Dividends

ARTICLE 5

ADJUSTMENTS AND MERGER AND ACQUISITION TRANSACTIONS

5.1 Adjustments

- 5.1.1 Board shall in its sole discretion, subject to the required approval of Exchange, determine the appropriate adjustments or substitutions to give effect to adjustments in the number of Shares resulting from subdivisions, consolidations, substitutions, reorganizations or reclassifications of the

Shares, the payment of Special Dividends by VR Resources (other than Ordinary Dividends in the ordinary course) or other changes in the capital of VR Resources or from a Merger and Acquisition Transaction. Any dispute that arises at any time with respect to any such adjustment will be conclusively determined by the Board, and any such determination will be binding on VR Resources, the Participant and all other affected parties.

5.2 Merger and Acquisition Transactions

5.2.1 In the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction, subject to the required approval of Exchange:

- (a) the Board shall, in an appropriate and equitable manner, determine any adjustment to the number and type of Shares (or other securities or other property) that thereafter shall be made the subject of Awards;
- (b) the Board shall, in an appropriate and equitable manner, determine the number and type of Shares (or other securities or other property) subject to outstanding Awards;
- (c) the Board shall, in an appropriate and equitable manner, determine the acquisition price with respect to settlement or payment of any Award; provided, however, that the number of Shares covered by any Award or to which such Award relates shall always be a whole number;
- (d) the Board shall, in an appropriate and equitable manner, determine the manner in which all unvested Awards granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such Awards by the Participants, the time for the fulfilment of any conditions or restrictions on such exercise, and the time for the expiry of such rights;
- (e) the Board or any company which is or would be the successor to VR Resources or which may issue securities in exchange for Shares upon the Merger and Acquisition Transaction becoming effective may offer any Participant the opportunity to obtain a new or replacement award for securities into which the Shares are changed or are convertible or exchangeable, on a basis proportionate to the number of Shares issuable under the Award (and otherwise substantially upon the terms of the Award being replaced, or upon terms no less favourable to the Participant) including, without limitation, the periods during which the Award may be exercised and expiry dates; and in such event, the Participant shall, if he accepts such offer, be deemed to have released his Award and such Award shall be deemed to have lapsed and be cancelled; and
- (f) the Board may commute for or into any other security or any other property or cash, any Award that is still capable of being exercised, upon giving to the Participant to whom such Award has been granted at least 30 days' written notice of its intention to commute such Award, and during such period of notice, the Award, to the extent it has not been exercised, may be exercised by the Participant without regard to any vesting conditions attached thereto, and on the expiry of such period of notice, the unexercised portion of the Award shall lapse and be cancelled.

Subsections (a) through (f) of this Section 5.2.1 may be utilized independently of, successively with, or in combination with each other and Section 5.1.1 and nothing therein contained shall be construed as limiting or affecting the ability of the Board to deal with Awards in any other manner. All determinations by the Board under this ARTICLE 5 will be final, binding and conclusive for all purposes.

5.2.2 The Board may, in its sole discretion, cancel any or all outstanding Awards and pay to the holders of any such Awards that are otherwise vested, in cash net of any Applicable Withholding Taxes, the

value of such Awards based upon the price per share of capital stock received or to be received by other shareholders of the Company in such event.

- 5.2.3 The grant of any Awards under this Plan will in no way affect VR Resources' right to adjust, reclassify, reorganize or otherwise change its capital or business structure, to complete a Merger and Acquisition Transaction or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.
- 5.2.4 No adjustment or substitution provided for in this ARTICLE 5 will require VR Resources to issue a fractional share in respect of any or other Awards and the total substitution or adjustment with respect to each Award will be limited accordingly.

ARTICLE 6

ADMINISTRATION

6.1 Administration

- 6.1.1 The Plan shall be administered by VR Resources in accordance with the provisions hereof. All costs and expenses of administering the Plan will be paid by VR Resources. VR Resources may, from time to time, establish administrative rules and regulations and prescribe forms or documents relating to the operation of the Plan as it may deem necessary to implement or further the purpose of the Plan and amend or repeal such rules and regulations or forms or documents. In administering the Plan, the Board or the Compensation Committee may seek recommendations from the Chairman, Chief Executive Officer or Chief Financial Officer of VR Resources or such other advisors as they deem appropriate. The Board may also delegate to the Compensation Committee or any director, officer or employee of VR Resources such duties and powers relating to the Plan as it may see fit. VR Resources may also appoint or engage a trustee, custodian or administrator to administer or implement the Plan.
- 6.1.2 VR Resources shall keep or cause to be kept such records and accounts as may be necessary or appropriate in connection with the administration of the Plan and the discharge of its duties. At such times as VR Resources shall determine, VR Resources shall furnish the Participant with a statement setting forth the details of his or her Units including Date of Grant and the Vested Units held by each Participant.
- 6.1.3 Any notice, statement, certificate or other instrument required or permitted to be given to a Participant or any person claiming or deriving any rights through him or her shall be given by: delivering it personally to the Participant or to the person claiming or deriving rights through him or her, as the case may be;
 - (a) other than in the case of a delivery of Shares, sending it to the Participant via facsimile or similar means of electronic transmission to the facsimile or e-mail address which is maintained for the Participant in VR Resources' personnel records; or
 - (b) mailing it postage paid (provided that the postal service is then in operation) or delivering it to the address which is maintained for the Participant in VR Resources' personnel records.
 - (c) Any notice, statement, certificate or other instrument required or permitted to be given to VR Resources shall be given by mailing it postage paid (provided that the postal service is then in operation), delivering it to VR Resources at its principal address, or (other than in the case of a payment) sending it by means of facsimile or similar means of electronic transmission, to the attention of VR Resources.
 - (d) Any notice, statement, certificate or other instrument referred to in Section 6.3.1, if delivered, shall be deemed to have been given or delivered on the date on which it was delivered, if mailed (provided that the postal service is then in operation), shall be deemed

to have been given or delivered on the second business day following the date on which it was mailed and if by facsimile or similar means of electronic transmission, on the next business day following transmission.

6.2 Amendments

- 6.2.1 VR Resources retains the right without shareholder approval (i) to amend the Plan or any Restricted Share Units or Deferred Share Units from time to time to (A) make amendments of a grammatical, typographical, clerical and administrative nature and any amendments required by a regulatory authority, (B) change vesting provisions of the Plan, subject to the Policies of the Exchange or any Restricted Share Units or Deferred Share Units or (C) make any other amendments of a non-material nature; or (ii) to suspend, terminate or discontinue the terms and conditions of the Plan and the Restricted Share Units and Deferred Share Units granted hereunder by resolution of the Board, provided that:
- (a) no such amendment to the Plan shall cause the Plan in respect of Restricted Share Units to cease to be a plan described in paragraph (k) of the definition of “salary deferral arrangement” in subsection 248(1) of the ITA or any successor to such provision;
 - (b) no such amendment to the Plan shall cause the Plan in respect of Deferred Share Units to cease to be a plan described in regulation 6801(d) of the ITA or any successor to such provision; and
 - (c) any amendment shall be subject to the prior consent of any applicable regulatory bodies, including the Exchange, as may be required.
- 6.2.2 Any amendment to the Plan made in accordance with Section 6.2.1(i)(B) or 6.2.1(ii) shall take effect only with respect to Awards granted after the effective date of such amendment.
- 6.2.3 Any amendment to the Plan other than as described in Section 6.2.1 shall require the approval of the shareholders of VR Resources given by the affirmative vote of a majority of the common shares (or, where required, “disinterested” shareholder approval) represented at a meeting of the shareholders of VR Resources at which a motion to approve the Plan or an amendment to the Plan is presented. Specific amendments requiring shareholder approval include:
- (a) to increase the number of Shares reserved in respect of RSUs or DSUs;
 - (b) to change the definition of RSU Participants or DSU Participants;
 - (c) to extend the term of an RSU held by an insider or to amend or remove the limits on the number of RSUs which may be granted to insiders under the Plan;
 - (d) to permit RSUs or DSUs to be transferred otherwise than by testamentary disposition or in accordance with the laws governing the devolution of property in the event of death;
 - (e) to permit awards other than RSUs and DSUs under the Plan; and
 - (f) to amend this Section 6.2.3 so as to increase the ability of the Board to amend the Plan without shareholder approval.

6.3 Currency

- 6.3.1 All payments and benefits under the Plan shall be determined and paid in the lawful currency of Canada.

6.4 Beneficiaries and Claims for Benefits

- 6.4.1 Subject to the requirements of Applicable Law, a Participant shall designate in writing a Beneficiary to receive any benefits that are payable under the Plan upon the death of such Participant. The Participant may, subject to Applicable Law, change such designation from time to time. Such designation or change shall be in such form and executed and filed in such manner as the Board may from time to time determine.

6.5 Representations and Covenants of Participants

- 6.5.1 Each Award Agreement will contain representations and covenants of the Participant that:
- (a) the Participant is an Eligible Participant;
 - (b) the Participant has not been induced to enter into such Award Agreement by the expectation of employment or continued employment with VR Resources;
 - (c) the Participant is aware that the grant of the Award is exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Shares to be distributed thereunder under any applicable securities laws and that any Shares issued under the Plan or an Award may contain required restrictive legends; and
 - (d) upon vesting of an Award which is settled in Shares, the Participant or their legal representative, as the case may be, will prior to and upon any sale or disposition of any Shares received pursuant to an Award, comply with all Applicable Law.

6.6 General

- 6.6.1 The transfer of an employee within VR Resources shall not be considered a termination of employment for the purposes of the Plan, so long as such Participant continues to be a director or employee of VR Resources.
- 6.6.2 The determination by the Board of any question which may arise as to the interpretation or implementation of the Plan or any of the Units granted hereunder shall be final and binding on all Participants and other persons claiming or deriving rights through any of them.
- 6.6.3 Except as required by law, the rights of a Participant under this Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.
- 6.6.4 The following provisions apply to the grant of Units hereunder:
- (a) VR Resources' grant of any Units hereunder is subject to compliance with Applicable Law.
 - (b) As a condition of participating in the Plan, each Participant agrees to comply with all such Applicable Law and agrees to furnish to VR Resources all information and undertakings as may be required to permit compliance with such Applicable Law. Each Participant shall provide the Board with all information (including personal information) the Board requires in order to administer the Plan (the "**Participant Information**").
 - (c) Awards granted or issued to any Participant who is a director, officer, employee or Consultant of the Company, the Company and such Participant are responsible for ensuring that the Participant is a bona fide employee or Consultant of the Company, as the case may be.

- (d) VR Resources may, without amending the Plan, modify the terms of Restricted Share Units and Deferred Share Units granted to Participants who provide services to VR Resources from outside of Canada in order to comply with the Applicable Laws of such foreign jurisdictions. Any such modification to the terms of Restricted Share Units or Deferred Share Units with respect to a particular Participant shall be reflected in the Award Agreement for such Participant.
 - (e) The terms of the Plan and Restricted Share Units and Deferred Share Units granted hereunder to Participants subject to taxation on employment income under the United States *Internal Revenue Code* of 1986, as amended, shall be determined by taking into consideration the provisions applicable to such persons as set forth in Schedule "A" hereto.
 - (f) The Board may from time to time transfer or provide access to Participant Information to a third party service provider for purposes of the administration of the Plan provided that such service providers will be provided with such information for the sole purpose of providing services to the Board in connection with the operation and administration of the Plan. The Board may also transfer and provide access to Participant Information to VR Resources for purposes of preparing financial statements or other necessary reports and facilitating payment or reimbursement of Plan expenses. By participating in the Plan, each Participant acknowledges that Participant Information may be so provided and agrees and consents to its provision on the terms set forth herein. VR Resources shall not disclose Participant Information except (i) as contemplated above in this Section 6.6.4(f) and in Section 6.6.8, (ii) in response to regulatory filings or other requirements for the information by a governmental authority or regulatory body, or (iii) for the purpose of complying with a subpoena, warrant or other order by a court, person or body having jurisdiction over VR Resources to compel production of the information.
 - (g) In granting any Units hereunder, the Board may impose requirements or conditions for a minimum period that any Participant is required to remain with VR Resources after the effective date of grant and the consequences of the failure to remain with VR Resources for such minimum period, including the cancellation of some or all of any Units granted to such Participant who does not remain with VR Resources for the specified minimum period.
- 6.6.5 Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a shareholder of VR Resources with respect to any Shares reserved for the purpose of any Award, including for greater certainty, no Award shall confer any entitlement as to Dividends or voting rights on a Participant.
- 6.6.6 Neither designation as a Participant nor the grant of any Units to any Participant entitles any Participant to any additional grant of any Units under the Plan. Neither the Plan nor any action taken hereunder shall interfere with the right of VR Resources to terminate a Participant's employment, if applicable, at any time. Neither any period of notice, if any, nor any payment in lieu thereof, upon termination of employment shall be considered as extending the period of employment for the purposes of the Plan.
- 6.6.7 Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect any person's relationship with VR Resources.
- 6.6.8 By participating in the Plan, the Participant agrees, acknowledges and consents to:
- (a) the disclosure to VR Resources and applicable directors, officers, employees, Consultants (as defined in Exchange Policy 4.4), representatives and agents of VR Resources, the Exchange and all tax, securities and other regulatory authorities of all Participant Information;

- (b) the collection, use and disclosure of such personal information by the persons described in (a) above of all Participant Information in accordance with their requirements, including the provision to third party service providers, from time to time.
- 6.6.9 Nothing contained in this Plan will restrict or limit or be deemed to restrict or limit the right or power of the Board in connection with any allotment and issuance of Shares which are not allotted and issued under this Plan including, without limitation, with respect to other compensation arrangements.
- 6.6.10 This Plan is established under the laws of the Province of British Columbia and the rights of all parties and the construction of each and every provision of the Plan and any Units granted hereunder shall be construed according to the laws of the Province of British Columbia.

ARTICLE 7
UNITED STATES SECURITIES LAWS
(U.S. PARTICIPANTS)

- 7.1.1 Neither the Units which may be granted pursuant to the provisions of the Plan, nor the Shares which may be received pursuant to the vesting of Units, have been registered under the U.S. Securities Act or under any securities law of any state of the United States. Accordingly, no Award shall be granted to any U.S. Participant absent an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws.
- 7.1.2 Each U.S. Participant, by accepting an Award, shall be deemed to represent, warrant, acknowledge and agree that:
- (a) the Participant is receiving the Units and any Shares upon the vesting of such Units as principal and for the sole account of the Participant;
 - (b) in granting the Units and issuing the Shares to the Participant upon the vesting of such Units, VR Resources is and will be relying on the representations and warranties of the Participant contained in this Plan;
 - (c) any Units issued to the Participant by VR Resources in reliance on an exemption from the registration requirements of the U.S. Securities Act, and any Shares issued upon the vesting of such Units, shall be "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act, and any certificate or other instrument representing such Shares shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E) UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT; PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY MUST FIRST BE

PROVIDED TO THE COMPANY TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided that, if any of the Shares are being sold in accordance with Rule 904 of Regulation S under the U.S. Securities Act, and the related Units were acquired when VR Resources qualified as a "foreign issuer" (as defined in Rule 902 of Regulation S), the legend may be removed by (i) providing to VR Resources' registrar and transfer agent a declaration in the form attached hereto as Schedule B or as VR Resources may prescribe from time to time, and (ii) if required by VR Resources' registrar and transfer agent an opinion of counsel, of recognized standing in form and substance reasonably satisfactory to VR Resources, or other evidence reasonably satisfactory to VR Resources, that the proposed transfer may be effected without registration under the U.S. Securities Act; and provided, further, that, if any such securities are being sold under Rule 144 under the U.S. Securities Act, if available, the legend may be removed by delivering to VR Resources and VR Resources' registrar and transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to VR Resources, that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- (d) other than as contemplated by subsection (c) of this Section 7.1.1, prior to making any disposition of any Shares acquired pursuant to the vesting of such Units which might be subject to the requirements of the U.S. Securities Act, the U.S. Participant shall give written notice to VR Resources describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel for VR Resources determine whether registration under the U.S. Securities Act or qualification under any securities laws of any state of the United States is required in connection with the proposed disposition and whether the proposed disposition is otherwise in compliance with such legislation and the regulations thereto;
- (e) VR Resources may place a notation on the records of the Company to the effect that none of the Units and the Shares received by the U.S. Participant shall be transferred unless the provisions of the Plan have been complied with; and
- (f) the effect of these restrictions on the disposition of the Shares received by the U.S. Participant pursuant to the vesting of such Units is such that the U.S. Participant may not be able to sell or otherwise dispose of such Shares for a considerable length of time in a transaction which is subject to the provisions of the U.S. Securities Act other than as contemplated by subsection (c) of this Section 7.1.1.

7.1.3 Notwithstanding Section 7.1.1, VR Resources may elect, in its sole discretion, to register any Units and/or any underlying Shares under the U.S. Securities Act and any applicable state securities laws.

Approved by Board of Directors: ●, 2023

Approved by TSX Venture Exchange: ●, 2023

Schedule A
Special Provisions Applicable to Participants Subject to Section 409A of the United States Internal Revenue Code

This schedule sets forth special provisions of the Plan that apply to Participants subject to section 409A of the United States *Internal Revenue Code* of 1986, as amended. Terms defined in the Plan and used herein shall have the meanings set forth in the Plan, as amended from time to time.

1.1 Definitions

1.1.1 In this Schedule, the following terms have the following meanings:

- (a) **"Code"** means the United States *Internal Revenue Code* of 1986, as amended, and any applicable United States Treasury Regulations and other binding regulatory guidance thereunder;
- (b) **"Section 409A"** means section 409A of the Code;
- (c) **"Separation From Service"** shall mean shall mean the separation from service with VR Resources within the meaning of U.S. Treas. Regs. § 1.409A-1(h). Whether a Separation from Service has occurred is determined based on whether the facts and circumstances indicate that VR Resources and the Participant reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the Participant would perform after such date (whether as an employee or independent contractor) would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding thirty six (36) month period (or the full period of services to VR Resources if the Participant has been providing services to VR Resources less than thirty six (36) months)). Separation from service shall not be deemed to occur while the Participant is on military leave, sick leave or other bona fide leave of absence if the period does not exceed six (6) months or, if longer, so long as the Participant retains a right to reemployment with VR Resources under an applicable statute or by contract. For this purpose, a leave is bona fide only if, and so long as, there is a reasonable expectation that the Participant will return to perform services for VR Resources. Notwithstanding the foregoing, a twenty-nine (29) month period of absence will be substituted for such six (6) month period if the leave is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of no less than six (6) months and that causes the Participant to be unable to perform the duties of his or her position of employment. For this purpose, "VR Resources" includes all entities would be considered a single employer for purposes of U.S. Treasury Regulations; provided that, in applying those regulations, the language "at least 50 percent" shall be used instead of "at least 80 percent" each place it appears therein. Notwithstanding the foregoing, with respect to a DSU Participant who is a director, a "Separation from Service" shall mean a complete severance of a director's relationship as a director of VR Resources and as an independent contractor of VR Resources. A director may have a Separation from Service upon resignation as a director even if the director then becomes an officer or employee of VR Resources;
- (d) **"Specified Employee"** means a US Taxpayer who meets the definition of "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code; and
- (e) **"US Taxpayer"** means a Participant whose compensation from VR Resources is subject to Section 409A.

2.1 Compliance with Section 409A

- 2.1.1 Notwithstanding any provision of the Plan to the contrary, it is intended that any payments under the Plan either be exempt from or comply with Section 409A, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. Each payment made in respect of Restricted Share Units and Deferred Share Units shall be deemed to be a separate payment for purposes of Section 409A. Each US Taxpayer is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such US Taxpayer in connection with the Plan (including any taxes and penalties under Section 409A), and neither VR Resources nor any of its subsidiaries shall have any obligation to indemnify or otherwise hold such US Taxpayer (or any beneficiary) harmless from any or all of such taxes or penalties.
- 2.1.3 Solely to the extent required by Section 409A, any payment which is subject to Section 409A shall comply with the following:
- (a) a payment which becomes payable on account of a DSU Termination Date or an RSU Termination Date (for any reason, whether or not such termination is voluntary or involuntary, with or without notice, adequate notice or legal notice or is with or without legal or just cause or on account of Retirement, death or permanent disability) shall be payable by reason of such circumstance only if the circumstance is a Separation from Service; and if such payment has become payable on account of a Separation from Service to any employee who is determined to be a Specified Employee, such payment shall not be paid before the date which is six months after such Specified Employee's Separation From Service (or, if earlier, the date of death of such Specified Employee). Following any applicable six month delay of payment, all such delayed payments (without any accrued interest) shall be made to the Specified Employee in a lump sum on the earliest possible payment date;
 - (b) a payment which becomes payable on account of a Merger and Acquisition Transaction or other Change of Control shall not be payable by reason of such circumstance unless the circumstance is a "change in ownership," change in effective control," or "change in ownership of a substantial portion of assets" as defined under Section 409A (hereinafter, a **"409A Change of Control"**); and
 - (c) a payment which is scheduled to become payable on account of an RSU Vesting Date or other specified date certain shall not be accelerated on account of accelerated vesting or other intervening payment event unless such event itself qualifies as a Separation from Service, a 409A Change of Control or other payment event expressly permitted under Section 409A.
- 2.1.4 A US Taxpayer shall be required to pay to VR Resources, and VR Resources shall have the right and is hereby authorized to withhold, from any cash or other compensation payable under the Plan, or from any other compensation or amounts owing to the US Taxpayer, the amount of any required Applicable Withholding Taxes in respect of amounts paid under the Plan and to take such other action as may be necessary in the opinion of VR Resources to satisfy all obligations for the payment of such withholding and taxes.
- 2.1.5 If and to the extent use of the assets contributed to or held by any trust fund to pay distributions to a US Taxpayer could result in accelerated or additional tax to the US Taxpayer under Section 409A (including without limitation Section 409A(b)), payment to a US Taxpayer shall only be made with assets that have not been held in any trust fund, and the US Taxpayer shall have no right to or any interest in any of the assets of the no later than December 31 of the year in which the DSU Termination Date arises.

3.1 Amendment of Schedule

- 3.1.1 Notwithstanding Section 6.2 of the Plan, the Board shall retain the power and authority to amend or modify this schedule to the extent the Board in its sole discretion deems necessary or advisable to comply with any guidance issued under Section 409A. Such amendments may be made without the approval of any US Taxpayer.

Schedule B
Form of Declaration For Removal of U.S. Legend

TO: _____, as Registrar and Transfer Agent

AND TO: VR Resources Ltd. (the "Company")

The undersigned (A) acknowledges that the sale of _____ common shares in the capital of the Company represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____, to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Company (as that term is defined in Rule 405 under the U.S. Securities Act), except solely by virtue of being an officer or director of the Company, (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market within the meaning of Rule 902(b) of Regulation S, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States or a U.S. person; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S.

Dated: _____

 Authorized signatory

 Name of Seller (**please print**)

 Name of authorized signatory (**please print**)

 Title of authorized signatory (**please print**)

Affirmation By Seller's Broker-Dealer
(required for sales in accordance with Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**") dated _____, with regard to our sale, for such Seller's account, of the securities of the Company described therein (the "**Securities**"). We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Dated: _____, 20_____

 Name of Firm

By: _____
 Authorized Officer