

DISCOVERY HARBOUR RESOURCES CORP.

**AMENDED STATEMENT OF EXECUTIVE COMPENSATION
Form 51-102F6V
STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS**

General

“**Company**” means Discovery Harbour Resources Corp.;

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

“**NEO**” or “**named executive officer**” means:

- (a) each individual who served as chief executive officer (“**CEO**”) of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
- (b) each individual who served as chief financial officer (“**CFO**”) of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year, and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries (if any), nor acting in a similar capacity, at the end of that financial year;

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

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

Director and Named Executive Officer Compensation, excluding Compensation Securities

On April 1, 2013, the Company completed a reverse takeover transaction (“**RTO**”) with 0845837 BC Ltd. (formerly Discovery Harbour Resources Corp.) (the “**Target**”), as disclosed in the Company’s information circular dated February 19, 2013.

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

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all other Compensation (\$)	Total Compensation (\$)
Frank D. Hegner ⁽¹⁾ Former CEO, President, Secretary and Director	2016	92,953	Nil	Nil	Nil	Nil	92,953
	2015	223,439	Nil	Nil	Nil	Nil	223,439
Michael Senn ⁽²⁾ Former Executive Vice-President and Director	2016	99,578	Nil	Nil	Nil	Nil	99,578
	2015	102,727	Nil	Nil	Nil	Nil	102,727
Brijender Jassal ⁽³⁾ CFO	2016	46,125	Nil	Nil	Nil	Nil	46,125
	2015	72,000	Nil	Nil	Nil	Nil	72,000
Andrew Hancharyk ⁽⁴⁾ Director	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Mark Fields ⁽⁵⁾ Interim President, interim CEO and Director	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Richard Gilliam ⁽⁶⁾ Director	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Kieran Magee ⁽⁷⁾ Former Secretary	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Jorge Patricio Varas ⁽⁸⁾ Former Director	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	Nil	Nil	Nil	Nil	Nil	Nil

⁽¹⁾ Frank D. Hegner was the director of the Company from April 1, 2013 until March 14, 2017. He was appointed the CEO, President and Secretary of the Company on February 6, 2014 and resigned as the Secretary on May 14, 2014. Mr. Hegner resigned as the CEO and President on March 14, 2017.

⁽²⁾ Michael Senn was the Executive Vice-President and director of the Company from April 1, 2013 until July 12, 2017.

⁽³⁾ Brijender Jassal has been the CFO of the Company since April 1, 2013.

⁽⁴⁾ Andrew Hancharyk has been a director of the Company since September 14, 2010.

⁽⁵⁾ Mark Fields has been a director of the Company since March 11, 2009. Mr. Fields was appointed the interim President and interim CEO of the Company on March 14, 2017.

⁽⁶⁾ Richard Gilliam has been a director of the Company since April 1, 2013.

⁽⁷⁾ Kieran Magee was the Secretary of the Company from May 14, 2014 until October 29, 2015.

⁽⁸⁾ Jorge Patricio Varas was a director of the Company from April 1, 2013 until October 28, 2015.

Stock Options and Other Compensation Securities

During the year ended September 30, 2016, the Company did not grant any compensation securities to its NEOs and directors.

As at September 30, 2016:

- (a) Frank D. Hegner, the former President, CEO and director of the Company, owned an aggregate of 600,000 compensation securities, comprised solely of stock options, each of which is exercisable into one common share of the Company (each, a "Share") at a price of \$0.10 per Share until March 23, 2020.

- (b) Michel Senn, the former Executive Vice-President and director of the Company, owned an aggregate of 550,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.10 per Share until March 23, 2020.
- (c) Brijender Jassal, the CFO of the Company, owned an aggregate of 300,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.10 per Share until March 23, 2020.
- (d) Andrew Hancharyk, a director of the Company, owned an aggregate of 380,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share. Of these 30,000 are exercisable at a price of \$0.41 per Share until November 23, 2020 and 350,000 are exercisable at a price of \$0.10 per Share until March 23, 2020.
- (e) Mark Fields, interim President, interim CEO and a director of the Company, owned an aggregate of 430,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share. Of these, 30,000 are exercisable at a price of \$0.30 per Share until July 5, 2020 and 400,000 are exercisable at a price of \$0.10 per Share until March 23, 2020.
- (f) Richard Gilliam, a director of the Company, owned an aggregate of 350,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.10 per Share until March 23, 2020.
- (g) Kieran Magee, a former secretary of the Company, owned an aggregate of 250,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.10 per Share until March 23, 2020.
- (h) Jorge Patricio Varas, a former director of the Company, did not own any compensation securities.

Exercise of Compensation Securities by Directors and NEOs

No NEO or director exercised any compensation securities, being solely comprised of stock options, during the year ended September 30, 2016.

Stock Option Plans and Other Incentive Plans

The Company has in effect a 10% rolling stock plan (the “**Plan**”) whereby the aggregate number of common shares of the Company reserved for issuance under the Plan, together with any other Shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted. As at the date hereof, there are 2,975,000 options outstanding under the Plan.

The Plan was adopted by the board of directors (the “**Board**”) of the Company on September 29, 2015, approved by the shareholders of the Company on October 28, 2015 and re-approved by the shareholders of the Company on November 8, 2016.

The Plan is subject to the approval of the Company’s shareholders and the TSX Venture Exchange (the “**TSXV**”), and the rules of the TSXV.

The following information is intended as a brief description of the Plan:

1. The Board shall establish the exercise price at the time each option is granted, subject to the following conditions:

- (a) if the Shares are listed on the TSXV, the exercise price will not be less than the minimum prevailing price permitted by TSXV policies;
 - (b) if the Shares are not listed, posted and trading on any stock exchange or bulletin board, then the exercise price will be determined by the Board at the time of granting;
 - (c) if an option is granted within 90 days of a distribution by a prospectus by the Company, the exercise price will not be less than the price that is the greater of the minimum prevailing price permitted by TSXV policies and the per share price paid by public investors for Shares acquired under the distribution by the prospectus, with the 90 day period beginning on the date a final receipt is issued for the prospectus; and
 - (d) in all other cases, the exercise price shall be determined in accordance with the rules and regulations of any applicable regulatory bodies.
2. Upon expiry of an option, or in the event an option is otherwise terminated for any reason, without having been exercised in full, the number of Shares in respect of the expired or terminated option shall again be available for a grant under the Plan.
 3. No option granted under the Plan may have an expiry date exceeding ten years from the date on which the option is granted (unless automatically extended as a result of a blackout period as described below).
 4. The expiry date of each option will be automatically extended if the expiry date falls within a period during which the Company prohibits optionees from exercising their options, provided that:
 - (a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information (as defined in the policies of the TSXV). For greater certainty, in the absence of the Company formally imposing a blackout period, the expiry date of any options will not be automatically extended in any circumstances;
 - (b) the blackout period expires upon the general disclosure of the undisclosed Material Information and the expiry date of the affected options is extended to no later than ten (10) business days after the expiry of the blackout period; and
 - (c) the automatic extension will not be permitted where the optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.
 5. Options granted to any one individual in any 12 month period cannot exceed more than 5% of the issued Shares, unless the Company has obtained disinterested shareholder approval.
 6. Options granted to any one consultant in any 12 month period cannot exceed more than 2% of the issued Shares, without the prior consent of the TSXV.
 7. Options granted to all persons, in aggregate, conducting investor relations activities in any 12 month period cannot exceed more than 2% of the issued Shares, without the prior consent of the TSXV.
 8. Options issued to optionees performing investor relations activities will vest in stages over 12 months with no more than one quarter of the options vesting in any three month period.

9. If a director, employee or consultant of the Company is terminated for cause, then any option granted to the option holder will terminate immediately upon the option holder ceasing to be a director, employee, or consultant of the Company by reason of termination for cause.
10. If an option holder ceases to be a director, employee or consultant of the Company (other than by reason of death, disability or termination of services for cause), or if an optionee resigns, as the case may be, then any option granted to the holder that had vested and was exercisable on the date of termination will expire on the earlier of the expiry date and the date that is 90 days following the date that the holder ceases to be a director, employee or service provider of the Company.
11. If the engagement of an option holder engaged in investor relations activities as a consultant is terminated for any reason other than cause, disability or death, any option granted to such holder that was exercisable and had vested on the date of termination will be exercisable until the earlier of the expiry date and the date that is 30 days after the effective date of the holder ceasing to be a consultant.
12. If an option holder dies, the holder's lawful personal representatives, heirs or executors may exercise any option granted to the holder that had vested and was exercisable on the date of death until the earlier of the expiry date and one year after the date of death of the holder.
13. If an option holder ceases to be a director, employee or consultant of the Company as a result of a disability, the holder may exercise any option granted to the holder that had vested and was exercisable on the date of disability until the earlier of the expiry date and one year after the date of disability.
14. Options granted to directors, employees or consultants will vest when granted unless determined by the Board on a case by case basis, other than options granted to consultants performing investor relations activities, which will vest in stages over 12 months with no more than one quarter of the options vesting in any three month period.
15. The Plan will be administered by the Board who will have the full authority and sole discretion to grant options under the Plan to any eligible party, including themselves.
16. Options granted under the Plan shall not be assignable or transferable by an option holder.
17. The Board may from time to time, subject to regulatory or shareholder approval, amend or revise the terms of the Plan.

The Plan provides that other terms and conditions may be attached to a particular option at the discretion of the Board.

A copy of the Current Plan is available for review on the Company's profile at www.sedar.com.

Employment, Consulting and Management Agreements

On November 1, 2009, the Target entered into a consulting agreement with Michael Senn, the Executive Vice-President and a director of the Target, pursuant to which Mr. Senn agreed to provide consulting services to the Target in consideration of the consulting fee of USD\$600 per day. Pursuant to this agreement, the Target also agreed to give the consultant three weeks of paid vacation per year based on the aforementioned daily rate. Either party may terminate this consulting agreement at any time by giving at least 90 days prior written notice to the other party. Upon termination of this consulting agreement, the Target will pay all amounts outstanding owing to the consultant, and upon receipt of all sums owing, the consultant will deliver all documents and other items pertaining to the Target in the possession of the consultant. On August 8, 2012, the Target entered into a new consulting agreement with Mr. Senn which replaced the November 1, 2009 agreement. Pursuant to the new agreement, the Target agreed to pay the consultant based on a daily rate of USD\$600 per day, plus all expenses

including health and dental insurance premiums, and to provide three weeks paid vacation to the consultant annually. Either party may terminate the new consulting agreement by giving at least 90 days prior written notice to the other party, and upon termination for any reason the Target shall pay all sums due and owing and the consultant shall promptly deliver all documents and other items pertaining to the Target in the possession of the consultant. On closing of the RTO, this consulting agreement was assigned to Company by the Target.

On September 30, 2011, the Target entered into a consulting agreement with Integrity Mineral Services LLC ("**Integrity**"), a company controlled by Frank D. Hegner, a director of the Target, and with Mr. Hegner as the managing partner of Integrity, pursuant to which Integrity agreed to provide consulting services with respect to natural resource mineral properties and management consulting services to the Target from time to time at the request of the Target in consideration for consulting fees to be agreed upon by the consultant and the Target from time to time at the time such request for services is made. Pursuant to this consulting agreement, the Target is required to reimburse the consultant for all costs associated with the performance of the consulting services, with the exception of certain office and overhead expenses and travel expenses which are required to be pre-approved. The initial term of this consulting agreement is for a period of five years expiring on September 30, 2016, and may be renewed for additional 12 month terms. This consulting agreement may be terminated by either party upon 30 days prior written notice. Upon termination or expiry of this consulting agreement, the Target is required to pay the consultant all accrued and unpaid portions of the consulting fees due up to the date of expiration or termination, and the consultant is required to deliver all documents and other items pertaining to the Target in the possession of the consultant to the Target. On closing of the RTO, this consulting agreement was assigned to the Company by the Target.

On September 30, 2011, the Target entered into a consulting agreement with J.P. Varas Management and Geological Corp. ("**JP Varas Management**"), a company controlled by Jorge Patricio Varas, a director of the Target. Pursuant to this consulting agreement, JP Varas Management agreed to provide natural resource consulting services and management consulting services to the Target from time to time at the request of the Target in consideration for consulting fees to be agreed upon by the consultant and the Target from time to time at the time such request for services is made. Pursuant to this consulting agreement, the Target agreed to reimburse the consultant for all costs associated with the performance of the consulting services (with the exception of certain office, overhead and travel expenses which need to be pre-approved). The initial term of this consulting agreement is for a period of five years expiring September 30, 2016, and may be renewed for additional 12 month terms. This consulting agreement may be terminated by either party upon 30 days prior written notice. Upon termination or expiry of this consulting agreement, the Target is required to pay the consultant all accrued and unpaid portions of the consulting fees due up to the date of expiration or termination, and the consultant is required to deliver all documents and other items pertaining to the Target in the possession of the consultant to the Target. On closing of the RTO, this consulting agreement was assigned to the Company by the Target. The consulting agreement was terminated on October 28, 2015.

Oversight and Description of Director and NEO Compensation

The Board has not created or appointed a compensation committee given the Company's current size and stage of development.

All tasks related to developing and monitoring the Company's approach to the compensation of its NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Company's employees or consultants is reviewed, recommended and approved by the Board without reference to any specific formula or criteria. NEOs that are also directors of the Company are involved in discussion relating to compensation, and disclose their interest in and abstain from voting on compensation decisions relating to them, as applicable, in accordance with the applicable corporate legislation.

The Company's compensation program is intended to attract, motivate, reward and retain the management talent needed to achieve the Company's business objectives of improving overall corporate performance and creating long-term value for the shareholders. The compensation program is intended to reward executive officers on the

basis of individual performance and achievement of corporate objectives, including the advancement of the exploration and development goals of the Company.

The Company's current compensation program is comprised of three major components: base salary or fees, short term incentives such as discretionary bonuses and long term incentives such as stock options.

In making compensation decisions, the Board strives to find a balance between short-term and long-term compensation and cash versus equity incentive compensation. Base salaries or fees and discretionary cash bonuses primarily reward recent performance and incentive stock options encourage NEOs and directors to continue to deliver results over a longer period of time and serve as a retention tool. The annual salary or fee for each NEO, as applicable, is determined by the Board based on the level of responsibility and experience of the individual, the relative importance of the position to the Company, the professional qualifications of the individual and the performance of the individual over time. The NEOs' performances and salaries or fees are to be reviewed periodically. Increases in salary or fees are to be evaluated on an individual basis and are performance and market-based. The amount and award of cash bonuses to key executives and senior management is discretionary, depending on, among other factors, the financial performance of the Company and the position of a participant.