

**MINSUD RESOURCES CORP.**

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**To be held Monday, October 2, 2023**

**At the Offices of the Corporation's Legal Counsel, Miller Thomson LLP  
Scotia Plaza, 40 King Street West, Suite 5800  
Toronto, Ontario M5H 3S1**

**MANAGEMENT INFORMATION CIRCULAR**

**August 24, 2023**

**MINSUD RESOURCES CORP.**

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN** that the annual and special meeting (the “**Meeting**”) of the shareholders of Minsud Resources Corp. (the “**Corporation**”) will be held at the offices of the Corporation’s legal counsel, Miller Thomson LLP, Scotia Plaza, 40 King Street West, Suite 5800, Toronto, Ontario, M5H 3S1, on Monday, the 2<sup>nd</sup> of October, 2023, at the hour of 11:00 a.m. (Toronto time) for the following purposes:

1. receiving the Corporation’s audited financial statements for the financial year ended December 31, 2022 and the auditors’ report thereon;
2. electing directors for the ensuing year;
3. appointing the auditors for the ensuing year and authorizing the directors to fix their remuneration;
4. to consider and, if deemed advisable, to pass with or without variation, a resolution adopting and approving the stock option plan of the Corporation, as more particularly set forth in the accompanying management information circular; and
5. transacting such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

A copy of the Management Information Circular, a form of proxy (or a request for voting instruction) and, if applicable, a supplemental mailing request form for financial statements accompany this notice.

Shareholders who are unable to be present in person at the Meeting are requested to (i) sign, date and mail the accompanying form of proxy to the Corporation’s registrar and transfer agent, TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario, M5H 4H1, so it is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment thereof; or (ii) return your voting instructions as specified in the request for voting instructions delivered to you, as applicable.

DATED at Toronto, Ontario, this 24<sup>th</sup> day of August, 2023.

**MINSUD RESOURCES CORP.**

(signed) “Ramiro Massa”

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Ramiro Massa, President and Chief Executive Officer

## MINSUD RESOURCES CORP.

### MANAGEMENT INFORMATION CIRCULAR

as at August 24, 2023

#### MANAGEMENT SOLICITATION OF PROXIES

This Management Information Circular is furnished in connection with the solicitation of proxies by the management of Minsud Resources Corp. (the “**Corporation**”) to be used at the Annual and Special Meeting of the holders of common shares of the Corporation (the “**Common Shares**”) to be held on Monday October 2, 2023 at 11:00 a.m. (Toronto time) (the “**Meeting**”) at the offices of the Corporation’s legal counsel, Miller Thomson LLP, Scotia Plaza, 40 King Street West, Suite 5800, Toronto, Ontario M5H 3S1, and at any adjournment or adjournments thereof for the purposes set out in the accompanying Notice of Annual and Special Meeting of Shareholders. In addition to solicitation by mail, certain officers, directors, employees and agents of the Corporation may solicit proxies by telephone, electronic mail, telecopies or personally. These persons will receive no compensation for such solicitation other than their regular fees or salaries. The cost of solicitation by management will be borne directly by the Corporation. The head office and registered office of the Corporation is located at 340 Richmond Street West, Toronto, Ontario, Canada, M5V 1X2.

#### VOTING IN PERSON AT THE MEETING

Registered shareholders and duly appointed proxy holders can vote in person at the Meeting. To vote in person at the Meeting each registered shareholder or duly appointed proxy holder will be required to register for the Meeting by identifying themselves at the registration desk. Non-registered beneficial shareholders, including non-objecting beneficial owners (“**NOBOs**”), must appoint themselves as a proxy holder to vote in person at the Meeting. Also see “Non-Registered Holders” below.

#### VOTING BY PROXY AT THE MEETING

If a registered shareholder cannot attend the Meeting but wishes to vote on the resolutions, the registered shareholder should sign, date and mail the enclosed form of proxy to the Corporation’s registrar and transfer agent, TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario, M5H 4H1 so it is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment thereof. **The persons named in the enclosed form of proxy are directors and/or officers of the Corporation. A shareholder giving a proxy can strike out the names of the nominees printed in the accompanying form of proxy and insert the name of another nominee in the space provided, or the shareholder may complete another form of proxy. A proxy nominee need not be a shareholder of the Corporation.** A shareholder giving a proxy has the right to attend the Meeting, or appoint someone else to attend as his or her proxy at the Meeting and the proxy submitted earlier can be revoked in the manner described below under “Revocation of Proxies”.

#### HOW PROXY WILL BE VOTED

The Common Shares represented by a properly executed proxy will be voted in accordance with the directions given in the proxy. If the shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the space opposite the item must be left blank. **If no choice is specified in the proxy, and the nominee is proposed by management, the nominee will vote the Common Shares represented by the proxy in favour of each item left blank.** The enclosed form of proxy confers discretionary authority upon the persons named in the proxy. The discretionary authority so granted may be exercised with respect to amendments or variations to matters which may properly come before the Meeting, unless the shareholder deletes the discretionary authority from the proxy. As at the date of this Management Information Circular, management of the Corporation is not aware of any such amendment or variation or any other matter to come before the Meeting other than those referred to in the accompanying Notice of Meeting. However, if any other matters that are not now known to management should properly come before the Meeting, the Common Shares represented by proxies given in favour of management nominees will be voted on such matters in accordance with the best judgment of such nominees.

## REVOCATION OF PROXIES

**A shareholder giving a proxy has the power to revoke it.** Such revocation may be made by the shareholder attending the Meeting by fully executing another form of proxy bearing a later date and duly depositing the same before the specified time, or by written instrument revoking such proxy duly executed by the shareholder or his or her attorney authorized in writing or, if the shareholder is a body corporate, under its corporate seal or by an officer or attorney thereof, duly authorized, and deposited either at the registered office of the Corporation, at any time up to and including the last business day preceding the date of the Meeting or any adjournment thereof, or with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof. Such instrument will not be effective with respect to any matter on which a vote has already been cast pursuant to such proxy.

## NON-REGISTERED HOLDERS

In many cases, Common Shares beneficially owned by a holder (a “**Non-Registered Holder**”) are registered either:

- (a) in the name of an intermediary that the Non-Registered Holder deals with in respect of the Common Shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or,
- (b) in the name of a depository (such as The Canadian Depository for Securities Limited or “**CDS**”).

Non-Registered Holders do not appear on the list of shareholders of the Corporation maintained by the transfer agent.

In accordance with Canadian securities law, the Corporation has distributed copies of the Notice of Meeting, this Management Information Circular and the form of proxy (collectively, the “**meeting materials**”) to CDS and intermediaries for onward distribution to Non-Registered Holders (other than NOBOs). The Corporation’s transfer agent has distributed copies of the meeting material directly to NOBOs.

Intermediaries are required to forward meeting materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Typically, intermediaries will use a service company (such as Broadridge) to forward the meeting materials to Non-Registered Holders.

Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

- (c) *Voting Instruction Form.* In most cases, a Non-Registered Holder will receive, as part of the meeting materials, a voting instruction form. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the holder’s behalf), the voting instruction form must be completed, signed and returned in accordance with the directions on the form. If a Non-Registered Holder wishes to attend and vote at the Meeting in person (or have another person attend and vote on the Holder’s behalf), the Non-Registered Holder must complete, sign and return the voting instruction form in accordance with the directions provided and a form of proxy giving the right to attend and vote will be forwarded to the Non-Registered Holder; or
- (d) *Form of Proxy.* Less frequently, a Non-Registered Holder will receive, as part of the meeting materials, a form of proxy that has already been signed by the intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise uncompleted. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the holder’s behalf), the Non-Registered Holder must complete the form of proxy and deposit it with the Corporation’s registrar and transfer agent, TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario, M5H 4H1, as described above. If a Non-Registered Holder wishes to attend and vote at the Meeting in person (or have another person attend and vote on the holder’s behalf), the Non-Registered Holder must strike out the names of the persons named in the proxy and insert the Non-Registered Holder’s (or such other person’s) name in the blank space provided.

### **Non-Objecting Beneficial Owners**

The meeting materials are being sent to both registered holders of Common Shares and Non-Registered Holders. If you are a Non-Registered Holder, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send the meeting materials to you directly, the Corporation or its agent (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering the meeting materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions or form of proxy delivered to you.

### **Objecting Beneficial Holders**

Intermediaries are required to forward the meeting materials to non-registered owners who have advised their intermediary that they object to the intermediary providing their ownership information (“**Objecting Beneficial Owners**”, or “**OBO**”) unless an OBO has waived the right to receive them. Very often, intermediaries will use service companies to forward proxy related materials to OBOs. Generally, OBOs who have not waived the right to receive proxy-related materials will either be given a form of proxy or voting instruction form, as described above. Management of the Corporation intends to pay for intermediaries to forward the meeting materials to OBOs. An OBO will not receive the meeting materials unless the intermediary assumes the cost of delivery.

### **INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON**

Management of the Corporation is not aware of a material interest, direct or indirect, by way of beneficial ownership of Common Shares or otherwise, of any director or officer of the Corporation at any time since the beginning of the Corporation’s last financial year, of any proposed nominee for election as a director of the Corporation, or of any associate or affiliate of any such person, in any matter to be acted upon at the Meeting other than the election of directors or the approval of the Stock Option Plan.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

The Corporation has an authorized capital consisting of an unlimited number of Common Shares and an unlimited number of preference shares. As of the date hereof, there are 163,890,694 Common Shares issued and outstanding and no preference shares issued and outstanding.

Each holder of Common Shares (each a “**Shareholder**” and, collectively “**Shareholders**”) is entitled to one vote for each Common Share. The directors have fixed the close of business on August 23, 2023 as the record date for the Meeting. Accordingly, only Shareholders of record as at the close of business on August 23, 2023 are entitled to receive notice of and to attend and vote at the Meeting.

As at the date of this Management Information Circular, to the knowledge of the directors and officers of the Corporation, there are no persons who beneficially own, or control or direct, directly or indirectly, securities of the Corporation carrying more than 10% of the voting rights attached to any class of outstanding voting securities of the Corporation entitled to be voted at the Meeting except for Compañía de Tierras Sud Argentino S.A. (“**CTSA**”) and Mr. Carlos Adamo. As of the date hereof, CTSA beneficially owns 43,983,743 Common Shares or 26.84% of the issued and outstanding Common Shares; and Mr. Carlos Adamo beneficially owns 18,993,712 Common Shares or 11.59% of the issued and outstanding Common Shares. As at the date of this Management Information Circular, the directors of the Corporation, as a group, beneficially hold, directly or indirectly, 25,806,364 Common Shares representing 15.75% of the issued and outstanding Common Shares.

### **BUSINESS OF THE MEETING**

#### **ANNUAL BUSINESS**

##### **Financial Statements**

The audited financial statements of the Corporation for the year ended December 31, 2022, together with the auditor’s report thereon will be presented to the Shareholders at the Meeting.

## Election of Directors

Directors of the Corporation are to be elected annually by the shareholders. The articles of the Corporation provide for a minimum of one and a maximum of ten directors. Pursuant to a special resolution passed by the shareholders of the Corporation, the directors have been authorized to fix the number of directors within the minimum and maximum numbers set forth in the articles of the Corporation. Pursuant to such authorization, the directors have resolved that the number of directors to be elected at the Meeting is six.

**Unless authority is withheld, the Common Shares represented by the accompanying form of proxy will be voted FOR the election of the directors specified herein. Management does not contemplate that any of the proposed nominees will be unable to serve as a director but, if that should occur for any reason prior to the Meeting, it is intended that the discretionary power granted by the accompanying form of proxy shall be used by the persons named therein to vote at their discretion for any other person or persons as directors.**

The term of office of all present directors of the Corporation expires at the Meeting. Management has been informed by each nominee set out in the table below that they are willing to stand for election or re-election, as applicable, and serve as a director. The term of office for each proposed director shall expire at the next annual meeting, unless he resigns or his office becomes vacant by removal, death or other cause.

The following table sets out the names of the six persons proposed to be nominated by management for election as directors, their province/state and country of residence, their positions with the Corporation and the years in which they became directors of the Corporation. The table includes information furnished by the nominees concerning their principal occupations, employment and the number of Common Shares beneficially owned, or controlled or directed, directly or indirectly, as of the date hereof.

Name, Province and Country of Residence	Position with the Corporation	Director Since	Common Shares Owned Beneficially	Principal Occupation
Carlos A. Adamo <sup>(1)(2)</sup> Buenos Aires, Argentina	Director, Non Executive Chairman	October 2014	18,993,712	Economist and Businessman
Paul Andersen Ontario, Canada	Director	January 2020	440,900	Partner at Forbes Andersen LLP; CPA, CA
Lucia Dragonetti <sup>(1)</sup> Buenos Aires, Argentina	Director; Director of MSA	December 2021	Nil	Director of Panedile S.A.I.C.F.e I. Businesswoman
Agustin Dranovsky <sup>(2)</sup> Buenos Aires, Argentina	Director; President of MSA	November 2019	16,285	Vice President, Director of CTSA; President of MSA
Alberto F. Orcoyen <sup>(1)</sup> Buenos Aires, Argentina	Director; Director of MSA	May 2011	4,595,713	Director of MSA; Industrial Engineer
Pablo Taussig <sup>(2)</sup> Buenos Aires, Argentina	Director; Director of MSA	November 2019	1,555,000	Consultant at Spencer Stuart

(1) Member of the audit committee of the Corporation.

(2) Member of the Compensation Committee of the Corporation.

### **Carlos A. Adamo**

Mr. Carlos Adamo is a seasoned and well respected businessman in Argentina. He is currently a member of the Board of Directors of the following large corporations: (i) BGH S.A., an Argentinean company involved in home appliances and telecommunications, (ii) Biblos America Corp., a U.S. company involved in the tourism industry, (iii) Rimud S.A., an Argentine real estate developer, (iv) Grupo Piero SA, an Argentinean industrial company and (v) Petroquímica Rio Tercero, an Argentine petrochemistry company. Previously, Mr. Adamo was the CEO of Banco del Sud since 1991 and, afterwards, its President until December, 1995. In August 1971 he joined BankBoston – Argentina where he held several positions until 1982 when he was appointed CEO, a position he served until he left the bank in 1991. Mr. Adamo holds a Masters Degree in Business Administration and in Economics from the University of Buenos Aires. Mr. Adamo also graduated from Harvard Business School.

### **Paul Andersen**

Mr. Andersen has over 30 years of experience as a director and senior officer of numerous private and public companies. He is managing partner at Forbes Andersen LLP. His mining experience spans two decades and covers entities in South America, North America and Africa. Mr. Andersen is a Certified Public Accountant and a Chartered Accountant.

### **Lucia Dragonetti**

Mrs. Lucía Dragonetti has a degree in Political Science from the Universidad Católica Argentina. She has also obtained a postgraduate degree in Direction and Management of Construction Enterprises organized by the IAE (Management and Business School at the Universidad Austral). Since 2010 she has served as director of Panedile Argentina S.A.I.C.F.e.I. Panedile is a company with over seventy years of experience in the construction and management of large civil works and infrastructure doing business in the hydraulic, road building complexes, mining and sanitation sectors.

### **Agustin Dranovsky**

Agustin Dranovsky is the CEO of Compañía de Tierras Sud Argentino S.A., a subsidiary of the Benetton Group in Argentina, controlling more than 1.0 million hectares of land through several ranches in the provinces of Patagonia and Buenos Aires devoted to livestock and agricultural products. He started his professional career in Argentina's Ministry of Economy as an analyst of the Undersecretariat of Economic Coordination. Between 2004-2007 he held a position at HSBC Bank as an Agricultural Business Officer. In 2007, he joined Grupo Bermejo, a holding company that manages companies in the agricultural sector, where he later served as CEO. He is also a member of the Board of Directors of the Hillel Argentina Foundation. Mr. Dranovsky holds a Master's degree in Argro business from the University of CEMA.

### **Alberto F. Orcoyen**

Alberto F. Orcoyen has held senior management positions with various industrial companies and financial institutions including Bank of Boston, Chase Manhattan Bank and the Techint Group. In 1992, Mr. Orcoyen joined the Miguens Bemberg Group, which among other businesses was a joint venture partner with Brancote Holdings PLC of London and was the 50% owner of Minera El Desquite S.A., a private junior company that discovered the high-grade Esquel gold deposit that was later acquired by Meridian Gold. Since 2003, Mr. Orcoyen, in partnership with Carlos Massa and the Benetton Group in Argentina, participated in the creation of MSA and later Latin American Minerals Inc. before resigning in 2007. Until December 2016, Mr. Orcoyen was a director of Minera Don Nicolás S.A., a private company whose main project is the Don Nicolas located in Santa Cruz province in Argentina that went into production during 2017. He has a degree in Industrial Engineering from the University of Buenos Aires and a MBA from the Harvard Business School.

### **Pablo Taussig**

Pablo Taussig has 25 years of experience in financial services with Spencer Stuart. He manages the firm's Buenos Aires office and is a member of the firm's Consumer and Financial Services practices. Before joining the firm, Pablo worked for Merchant Bankers Asociados (MBA), where he was managing director and head of the asset management

group. Prior to joining MBA, Pablo worked for Banco Francés del Río de la Plata, beginning as an investment banking manager and rising to become manager of the international division. He started his professional career at Bullrich SA de Inversiones, and gained further financial experience at Exprinter Casa Bancaria in Montevideo, Uruguay, where he served as chief financial officer. Pablo is a board member for San Miguel S.A., a leading fruit processing company in Argentina, Uruguay and South Africa. Pablo holds a bachelor's degree in business administration from the Universidad Católica Argentina and a master's in economics from the University of Notre Dame. He also studied in the Tuck Executive Education program at Dartmouth College in 1996. Presently he is a member of the Board of the Universidad Católica Argentina.

No proposed director:

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

For the purpose of the preceding paragraph “order” means:

- (h) a cease trade order;
- (i) an order similar to a cease trade order; or
- (j) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days.

No proposed director has been subject to:

- (k) 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
- (l) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

## Appointment of Auditors

The Board has determined that the Corporation wishes to appoint Baker Tilly WM LLP as auditors of the Corporation. Baker Tilly WM LLP was first appointed as the auditors of the Corporation on February 14, 2020. The audit committee and management of the Corporation recommend the appointment of Baker Tilly WM LLP, Chartered Professional Accountants, as auditors of the Corporation.

**Unless authority is withheld, the Common Shares represented by the accompanying form of proxy will be voted FOR the appointment of Baker Tilly WM LLP, Chartered Professional Accountants, as auditors of the Corporation to hold office until the next annual meeting of shareholders and authorizing the directors of the Corporation to fix their remuneration.**

## APPROVAL OF STOCK OPTION PLAN

The Corporation has in place a “rolling” amended and restated stock option plan (the “**Stock Option Plan**”) which was last approved by the shareholders of the Corporation on October 3, 2022. The Stock Option Plan has been amended to include a “net exercise” feature, as more particularly described below under the heading “*Summary Terms of the Stock Option Plan – Net Exercise Amendment*”. The Stock Option Plan is a “rolling” stock option plan, pursuant to which the number of common shares that may be issued upon exercise of options may not exceed 10% of the issued and outstanding Common Shares on a non-diluted basis at any time and such aggregate number of Common Shares automatically increases or decreases as the number of issued and outstanding common shares of the Corporation changes.

As of the date of this Management Information Circular, a total of 16,389,069 common shares were reserved for issuance under the Stock Option Plan (10% of the issued and outstanding common shares), of which a total of 12,926,000 common shares were subject to options outstanding (being approximately 7.89% of the issued and outstanding common shares) (the “**Outstanding Options**”). The Outstanding Options shall be governed under the terms of the amended Stock Option Plan. As of the date of this Management Information Circular, a total of 3,463,069 common shares remain available for issuance upon the exercise of options which may be granted in the future under the Stock Option Plan.

A summary of the terms of the Stock Option Plan are below which is qualified in its entirety by the full text of the Stock Option Plan attached as Schedule “C” to this Management Information Circular.

### *Summary Terms of the Stock Option Plan*

The purpose of the Stock Option Plan is to attract, retain and motivate directors, officers, employees and consultants by providing them with the opportunity, through stock options, to acquire a proprietary interest in the Corporation and benefit from the growth of the Corporation. Options issued under the Stock Option Plan are non-assignable and non-transferable, other than pursuant to a will or by the laws of descent and distribution, and may be granted for a term not exceeding ten years.

The Stock Option Plan is administered by the Corporation’s board of directors or a committee established by the board of directors for that purpose (the “**Committee**”). The Stock Option Plan may be amended or terminated by the Board or the Committee at any time (subject to regulatory and shareholder approval as applicable), but such amendment or termination will not alter the terms or conditions of any option awarded prior to the date of such amendment or termination. Any option outstanding when the Stock Option Plan is amended or terminated will remain in effect until it is exercised or expires or is otherwise terminated in accordance with the provisions of the Stock Option Plan.

The Stock Option Plan provides that other terms and conditions, including vesting provisions, may be attached to a particular stock option at the discretion of the Board or the Committee, provided that if required by any stock exchange on which the shares of the Corporation trade, options issued to consultants which provide investor relations activities must vest in stages over not less than 12 months with no more than one-quarter of the options vesting in any three month period. All option grants are to be evidenced by the execution of an option agreement between the Corporation and the optionee which shall give effect to the provisions of the Stock Option Plan.

Options may be granted under the Stock Option Plan only to directors, officers, employees and consultants of the Corporation subject to the rules and regulations of applicable regulatory authorities and any Canadian stock exchange upon which the Common Shares may be listed or may trade from time to time. The aggregate number of Common Shares which may be reserved for issuance to any one individual under the Stock Option Plan within any 12 month period shall not exceed 5% of the Common Shares issued and outstanding at the date of the grant (on a non-diluted basis) unless the Corporation has obtained the requisite disinterested shareholder approval.

Further, the aggregate number of Common Shares which may be reserved for issuance under the Stock Option Plan within a 12 month period:

- (m) to any consultant to the Corporation shall not exceed 2% of the number of Common Shares issued and outstanding on the date of the grant (on a non-diluted basis); and
- (n) to all employees or consultants who provide investor relations activities shall not exceed 2% of the number of Common Shares issued and outstanding on the date of the grant (on a non-diluted basis).

In the event an optionee ceases to be a director, employee or consultant of the Corporation (other than by reason of death), the vested stock options will expire on the earlier of the expiry date stated in the option agreement executed in respect to such grant and one year following the date of termination.

In the event of death of an optionee, the options will be exercisable by the personal representatives of the optionee within, but only within, the period of one year next succeeding the optionee's death.

The price at which an optionee may purchase a Common Share upon the exercise of an option will be as set forth in the option agreement executed in respect of such option and, in any event, will not be less than the market price of the Common Shares as of the date of the grant of the stock option (the "**Grant Date**") less any discounts from the market price allowed by the TSX Venture Exchange, subject to a minimum exercise price of \$0.10. The market price of the Common Shares means the closing price on the last trading day immediately preceding the Grant Date or as otherwise determined in accordance with the terms of the Stock Option Plan.

Common Shares will not be issued pursuant to options granted under the Stock Option Plan until they have been fully paid for.

In response to recent changes to Canadian tax laws relating to the treatment of stock options, the Stock Option Plan provides the Corporation with the express authority to withhold and remit taxes to the Canada Revenue Agency in respect of the taxable portion of the benefit realized by optionees upon the exercise of stock options under the Stock Option Plan.

Management is of the opinion that the Stock Option Plan will be beneficial to the Corporation as it will provide the Corporation with flexibility to grant options and permits the Corporation to continue to attract, retain and motivate directors, senior officers, employees and other service providers.

#### *Net Exercise Amendment*

The Stock Option Plan has been amended to allow for option holders to exercise options on a "Net Exercise" basis. "Net Exercise" is a method of option exercise under which the option holder does not make any payment to the issuer for the exercise of their options and receives on exercise a number of shares equal to the intrinsic value (current market price less the exercise price) of the option valued at the current market price. Under TSX Venture Policy 4.4, the current market price must be the 5-day volume weighted average trading price prior to option exercise. "Net Exercise" may not be utilized by persons performing investor relations services.

Pursuant to Section 3.8. of the Stock Option Plan, in the event of a Net Exercise, the number of Options exercised, surrendered or converted, and not the number of Common Shares actually issued by the Company, must be included in calculating the limits set forth in Section 2.6 and Section 2.7 of the Stock Option Plan.

*Vote Required*

In accordance with the policies of the TSX Venture Exchange, the Corporation is required to seek shareholder approval for any “rolling” stock option plan on an annual basis. Accordingly, shareholders at the Meeting will be asked to consider and, if thought appropriate, to authorize and approve an ordinary resolution (the “**Stock Option Plan Resolution**”) to approve the Stock Option Plan. **The directors of the Corporation unanimously recommend approval of the Stock Option Resolution.** The following is the text of the Stock Option Plan Resolution which will be put forward at the Meeting for approval by the Shareholders of the Corporation:

“**BE IT HEREBY RESOLVED** as an ordinary resolution of the Corporation that:

1. the stock option plan of the Corporation in the form attached as Schedule “C” to the Corporation’s management information circular dated August 24, 2023 (the “**Stock Option Plan**”) is hereby approved, ratified and confirmed, subject to applicable regulatory approval;
2. the form of the Stock Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;
3. any director or officer of the Corporation be, and such director or officer of the Corporation hereby is, authorized, instructed and empowered, acting for, in the name of and on behalf of the Corporation, to do or to cause to be done all such other acts and things as may be necessary or desirable in the opinion of such director or officer of the Corporation in order to fulfill the intent of this resolution.”

**Unless the shareholder has specifically instructed in the enclosed form of proxy that the Common Shares represented by such proxy are to be voted against the Stock Option Plan Resolution, the persons named in the enclosed form of proxy will vote FOR the Stock Option Plan Resolution. In order to be effected, the Stock Option Plan Resolution must be approved by a simple majority of the votes cast at the Meeting in person or by proxy.**

## STATEMENT OF EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

The Corporation has implemented and maintains an executive compensation program that aims to provide rewards to the Named Executive Officers, as such term is defined in Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*, and other employees, that are consistent with the contributions made by those persons to the Corporation’s corporate performance. The principal objective of the Corporation is to attract and retain high quality executives and to provide an incentive for said executives to contribute to the interests of the Corporation. The total compensation for executives includes three components during the most recently completed financial year, being base annual compensation, discretionary bonuses and awards of stock options.

The Board, with the advice of the Compensation Committee, is responsible for compensation and performance evaluation of senior officers, the development of the Corporation’s compensation structure for the senior officers of the Corporation, and the development of the Corporation’s compensation structure for non-management directors. The Board commonly seeks the advice of its independent members and the Compensation Committee in fulfilling its responsibilities in developing an executive compensation structure for the Corporation. The Board is responsible for identifying the principal risks of the Corporation’s business and ensuring the implementation of appropriate systems to manage these risks. The Board is involved in the design of compensation policies to meet the specific compensation objectives discussed above and considers the risks relating to such policies, if any. The Board is ultimately responsible for ensuring compliance of the compensation policies and practices of the Corporation. To date, the Board has not identified any risks arising from the Corporation’s compensation policies and practices that would be reasonably likely to have a material adverse effect on the Corporation.

### *Compensation Committee*

Since March 29, 2016, the Board approved the creation of a Compensation Committee to assist the Board with fulfilling its responsibilities in connection with: (i) the recruitment, compensation and performance evaluation of the

CEO and other senior officers of the Corporation; (ii) the adoption and use of long-term incentive compensation plans and equity-based plans; and (iii) the compensation of non-management directors.

The Compensation Committee is responsible for:

- reviewing the Corporation's overall compensation philosophy;
- making recommendations for approval by the Board regarding corporate goals and objectives relevant to CEO compensation (taking into account both short-term and long-term compensation goals), evaluating the CEO's performance in light of stated corporate goals and objectives and making recommendations for approval by the Board regarding the CEO's compensation level based on this evaluation;
- making recommendations for approval by the Board regarding the position description for the CEO;
- making recommendations for approval by the Board with respect to succession planning for the CEO (including when necessary the appointment of a new CEO or the dismissal of the existing CEO);
- overseeing the evaluation of the performance and effectiveness of the Corporation's other senior officers and making recommendations for approval by the Board regarding the compensation of senior officers other than the CEO;
- reviewing the adequacy, amount and form of compensation paid to each non-management director and making recommendations for approval by the Board thereon;
- making recommendations for approval by the Board with respect to the adoption, amendment and use of equity-based compensation plans, including the designation of those who may participate in such plans and the issuance of incentive options in accordance with such plans; and
- reviewing executive compensation disclosure information before the Corporation publicly discloses the information.

The Compensation Committee is composed of a majority of independent directors, being: Carlos A. Adamo (independent, Chair of Committee), Pablo Taussig (independent) and Agustin Dranovsky (non-independent). In connection with their past responsibilities and business experience, all members have provided advice on compensation policies and practices. As a result, the Board is of the view that the members of the Compensation Committee collectively have the relevant skills and experience necessary to enable the Compensation Committee to make decisions as to the Corporation's compensation policies and practices.

#### *Annual Compensation*

The Board is responsible for approving the base annual compensation payable to the CEO and other executive officers. The base annual compensation of each executive officer is influenced by the levels paid to executive officers of other publicly-traded junior mining companies. The base compensation for each individual is also determined based on the person's level of responsibility, the importance of the position to the Corporation, the amount of the individual's time dedicated to the Corporation and the individual's contribution to the Corporation's performance. The Board seeks the advice from the Compensation Committee and the independent directors when determining the base salary of its executives.

#### *Annual discretionary bonuses*

The Board is responsible for approving the annual incentive bonus payable to the CEO and other executive officers. The determination of the annual incentive bonus, if any, payable to each executive officer will be within the sole discretion of the Board. The Board seeks advice from the Compensation Committee and the independent directors when determining any annual incentive bonuses payable to its executives.

#### *Stock options*

In aligning the interests of executives with those of the long-term interests of shareholders, the Board has taken the view that the granting of stock options is an appropriate method of providing long-term incentives to senior executives of the Corporation. Grants are approved by the Board based on the recommendation of the CEO. The Board seeks

advice from the Compensation Committee and the independent directors when determining any stock option grants to its executives. See above section “Approval of Stock Option Plan” for a summary of the terms of the Stock Option Plan which is qualified in its entirety by the full text of the Stock Option Plan attached as Schedule “C” to this Management Information Circular. Since the end of the most recently completed financial year, the Corporation has made certain amendments to its Stock Option Plan to permit the “Net Exercise” of Options.

#### *Other Compensation-Related Matters*

Financial Instruments: Although the Corporation has no formal policy in place, the Board discourages any purchases by directors and executive officers of financial instruments, including prepaid variable forward 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 Corporation’s directors or executive officers.

#### **Option Based Awards**

Please see Compensation Discussion and Analysis above.

#### **Summary Compensation Table**

The following table sets forth the compensation paid by the Corporation to its Named Executive Officers and each director for the two most recently completed financial years of the Corporation, excluding options and compensation securities (see “Stock Options and Other Compensation Securities” below).

<b>Name and position</b>	<b>Year</b>	<b>Salary, consulting fee, retainer or commission</b>	<b>Bonus</b>	<b>Committee or meeting fees</b>	<b>Value of perquisites</b>	<b>Value of all other compensation</b>	<b>Total compensation</b>
<b>Ramiro Massa<sup>(1)</sup></b> President and CEO	2022	\$324,292	Nil	Nil	Nil	Nil	\$324,292
	2021	\$206,725	Nil	Nil	Nil	Nil	\$206,725
<b>Michael Johnston<sup>(2)</sup></b> CFO and Corporate Secretary	2022	\$72,500	Nil	Nil	Nil	Nil	\$72,500
	2021	\$62,000	Nil	Nil	Nil	Nil	\$62,000
<b>Carlos A. Adamo</b> Director, Non Executive Chairman	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Paul Andersen<sup>(3)</sup></b> Director,	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Lucia Dragonetti</b> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil

<b>Name and position</b>	<b>Year</b>	<b>Salary, consulting fee, retainer or commission</b>	<b>Bonus</b>	<b>Committee or meeting fees</b>	<b>Value of perquisites</b>	<b>Value of all other compensation</b>	<b>Total compensation</b>
<b>Agustin Dranovsky</b> Director, President of MSA	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Alberto F. Orcoyen<sup>(4)</sup></b> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Pablo Taussig</b> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Scott F. White<sup>(5)</sup></b> Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Hugo Dragonetti Jr.,</b> Former Director <sup>(6)</sup>	2022	N/A	N/A	N/A	N/A	N/A	N/A
	2021	Nil	Nil	Nil	Nil	Nil	Nil

(1) Appointed as President and CEO on July 16, 2020.

(2) Appointed as Chief Financial Officer on January 24, 2020.

(3) Resigned as Chief Financial Officer on January 24, 2020.

(4) Resigned as President and Chief Executive Officer on July 16, 2020.

(5) Mr. White has chosen not to stand for re-election as a director at the Meeting and his term will expire following the conclusion of the meeting.

(6) Resigned as a director on December 10, 2021.

#### *Executive Contracts*

The Corporation has not entered into any employment, consulting or management agreements with any of the Corporation's Named Executive Officers or Directors.

### Stock Options and Other Compensation Securities

During the last financial year, the following stock options were issued to the Corporation's Named Executive Officer's and directors.

Name and principal position	Type of compensation security	Number of compensation securities, number of underlying securities and percentage of class <sup>(1)</sup>	Date of issue or grant <sup>(2)</sup>	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
<b>Ramiro Massa,</b> President and CEO	Stock Options	280,000 (0.17)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Carlos A. Adamo,</b> Director, Non Executive Chairman	Stock Options	300,000 (0.18)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Paul Andersen,</b> Director	Stock Options	150,000 (0.09)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Lucia Dragonetti,</b> Director	Stock Options	300,000 <sup>(1)</sup> (0.18)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Agustin Dranovsky,</b> Director, President of MSA	Stock Options	500,000 (0.31)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Alberto F. Orcoyen,</b> Director, Former President and CEO	Stock Options	300,000 (0.18)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Pablo Taussig,</b> Director	Stock Options	300,000 (0.18)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Scott F. White,</b> Director	Stock Options	150,000 (0.09)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027
<b>Michael Johnston,</b> CFO and Corporate Secretary	Stock Options	100,000 (0.06)% <sup>(3)</sup>	February 11, 2022	\$0.30	\$0.265	\$0.26	February 11, 2027

(1) Each stock option is exercisable for one Common Share.

(2) 25% vested on each of February 11, 2022, August 11, 2022, February 11, 2023, and August 11, 2023.

(3) Based upon 163,890,694 Common Shares currently outstanding on an undiluted basis.

### Exercise of Compensation Securities

During the most recently completed financial year, no stock options were exercised by the Corporation's Named Executive Officer's or directors.

### Long Term Incentive Plan and Stock Appreciation Rights

Other than the Stock Option Plan (as described herein), the Corporation does not have and does not intend to have any other long-term incentive or other plan pursuant to which cash or non-cash compensation has been or will be paid or distributed to any director or executive officer.

### Pension Plan Benefits

The Corporation does not maintain any defined benefit pension plans or defined contribution pension plans.

### Termination and Change of Control Benefits

The Corporation offers no termination and / or change of control benefits for the Named Executive Officers.

### EQUITY COMPENSATION PLAN INFORMATION

The following table sets out information with respect to compensation plans under which equity securities of the Corporation are authorized for issuance as of December 31, 2022.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding options	Weighted-Average Exercise Price of outstanding options	Number of Common Shares remaining available for future issuance under equity compensation plans (excluding securities referred to under the heading " <i>Number of Common Shares to be issued upon exercise of outstanding options</i> ")
Equity compensation plans approved by shareholders	12,926,000	\$0.43	3,463,069
Equity compensation plans not approved by shareholders	N/A	N/A	N/A
Total	12,926,000	\$0.43	3,463,069

### INDEBTEDNESS OF DIRECTORS AND OFFICERS

No individual who is or, at any time during the most recently completed financial year, was, a director, executive officer, senior officer or employee of the Corporation or any subsidiary thereof, and no person who is a proposed nominee for election as a director of the Corporation, and no associate of any of the foregoing is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Corporation or any subsidiary thereof.

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed below or otherwise provided in this Management Information Circular, management of the Corporation is not aware of a material interest, direct or indirect, of any informed person of the Corporation (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*), any proposed nominee for election as a director of the Corporation, or any associate or affiliate of any such person, in any transaction since the commencement of the

Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

#### **CORPORATE GOVERNANCE DISCLOSURE**

Attached to this Management Information Circular at Schedule "1" is a disclosure of the Corporation's governance practices in accordance with NI 58-101 and Form 58-101F2 thereto.

#### **OTHER MATTERS**

Management of the Corporation knows of no matters to come before the Meeting other than the matters referred to in the Notice of Meeting accompanying this Management Information Circular. However, if any other matters, which are not known to management, should properly come before the Meeting, it is the intention of the persons designated in the form of proxy accompanying this Management Information Circular to vote upon such matters in accordance with their best judgment.

#### **AUDIT COMMITTEE INFORMATION**

Information required by Form 52-110F1 to National Instrument 52-110 - *Audit Committees* can be found at Schedule "2" appended hereto.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available free of charge on SEDAR at [www.sedar.com](http://www.sedar.com). Financial information is provided in the Corporation's comparative financial statements and Management's Discussion and Analysis for the year ended December 31, 2022.

#### **ADDITIONAL DOCUMENTATION**

The Corporation will provide to any person (without charge to Shareholders) upon request to the Corporate Secretary at 340 Richmond Street West, Toronto, Ontario, Canada, M5V 1X2 one copy of: (a) the latest Management Information Circular of the Corporation; (b) the most recently filed comparative annual financial statements of the Corporation, together with the auditors' report thereon, (c) any unaudited interim financial statements sent to shareholders after the date of the Corporation's most recently completed financial year; and (d) both the annual and interim Management's Discussion and Analysis.

#### **APPROVAL OF DIRECTORS**

The contents of this Management Information Circular and the sending, communication or delivery thereof to the Shareholders entitled to receive the Notice of the Meeting, to each director of the Corporation, to the auditors of the Corporation and to the appropriate regulatory authorities have been approved and authorized by the directors of the Corporation.

DATED: August 24, 2023.

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

(signed) "Ramiro Massa"

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Ramiro Massa, President and Chief Executive Officer

## SCHEDULE 1

### CORPORATE GOVERNANCE

Since the Corporation is a Tier 2 issuer on the TSX Venture Exchange, the Corporation has disclosed its governance practices in accordance with National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“NI 58-101”), as required under Form 58-101F2.

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Corporation. The Board is committed to sound corporate governance practices which are both in the interest of the Shareholders and which contribute to effective and efficient decision making.

#### Board of Directors

The Board is presently comprised of seven (7) members: Carlos A. Adamo, Lucia Dragonetti, Scott F. White, Agustin Dranovsky, Pablo Taussig, Paul Andersen and Alberto F. Orcoyen. Scott F. White has chosen not to stand for re-election as a director at the Meeting and his term will expire following the conclusion of the meeting. Scott F. White, Lucia Dragonetti, Carlos A. Adamo and Pablo Taussig are considered to be independent directors of the Corporation. Alberto F. Orcoyen and Paul Andersen are the former President and CEO of the Corporation and former CFO of the Corporation, respectively, and are therefore not considered to be independent directors. Agustin Dranovsky is the President of Minera Sud Argentina S.A. (“MSA”), a material indirect subsidiary of the Corporation, and is therefore not considered to be an independent director. NI 58-101 suggests that the board of directors of a public company should be constituted with a majority of individuals who qualify as “independent” directors. An “independent” director is a director who has no direct or indirect material relationship with the Corporation. A material relationship is a relationship which could, in the view of the board of directors, reasonably interfere with the exercise of a director’s independent judgment. As disclosed above, the Board is comprised of 50% of independent directors. The independent judgment of the Board in carrying out its responsibilities is the responsibility of all directors. The Board facilitates independent supervision of management through meetings of the Board and through frequent informal discussions among independent members of the Board and management. In addition, the Board has free access to the Corporation’s external auditors, external legal counsel and to any of the Corporation’s officers.

#### Directorships

The following directors of the Corporation are directors of other reporting issuers or was a director of other reporting issuers during the most recently completed financial year:

Name	Name of Reporting Issuer
Scott F. White	BackstagePlay Inc. (BP.TSXV)

#### Orientation and Continuing Education

Each new director is given an outline of the nature of the Corporation’s business, its strategy and present issues with the Corporation. New directors are expected to meet with management of the Corporation to discuss and better understand the Corporation’s business and are advised by the Corporation’s legal counsel of their legal obligations as directors of the Corporation. The orientation and continuing education process is reviewed on an annual basis by the Board and is revised if necessary.

#### Ethical Business Conduct

The Board has approved a written Code of Business Conduct and Ethics (the “Code”) that applies to all directors, officers, employees and consultants of the Corporation. A copy of the Code is available on SEDAR at <https://www.sedar.com/>. The Board is responsible for monitoring compliance with the Code. To facilitate the Board’s monitoring of compliance with the Code, the Code requires all employees to promptly report any problems or concerns

and any actual or potential violations of the Code to their manager or if that is not possible or the person does not feel comfortable doing so, to the Chairperson of the audit committee. The Code also provides for confidential reporting of violations by employees to the audit committee, directly or via the CFO and establishes a channel for direct or confidential reporting of any violations by officers and directors who become aware of any violation to the Code. To ensure that directors and officers exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest, the Code requires directors and officers who have a material interest in any transaction that the Corporation proposes to enter into, to disclose such interest to the Board and comply with the applicable laws, rules and policies which govern conflicts of interest in connection with such transaction or agreement.

### **Nomination of Directors**

The Board has not appointed a nominating committee. Given the Corporation's size and its stage of development, the Board considers a nominating committee to be unnecessary at this time. At present, the full Board is responsible for nominating directors.

### **Compensation**

Since March 29, 2016, the Board approved the creation of a Compensation Committee to assist the Board within fulfilling its responsibilities in connection with: (i) the recruitment, compensation and performance evaluation of the CEO and other senior officers of the Corporation; (ii) the adoption and use of long-term incentive compensation plans and equity-based plans; and (iii) the compensation of non-management directors.

The Compensation Committee is responsible for:

- reviewing the Corporation's overall compensation philosophy;
- making recommendations for approval by the Board regarding corporate goals and objectives relevant to CEO compensation (taking into account both short-term and long-term compensation goals), evaluating the CEO's performance in light of stated corporate goals and objectives and making recommendations for approval by the Board regarding the CEO's compensation level based on this evaluation;
- making recommendations for approval by the Board regarding the position description for the CEO;
- making recommendations for approval by the Board with respect to succession planning for the CEO (including when necessary the appointment of a new CEO or the dismissal of the existing CEO);
- overseeing the evaluation of the performance and effectiveness of the Corporation's other senior officers and making recommendations for approval by the Board regarding the compensation of senior officers other than the CEO;
- reviewing the adequacy, amount and form of compensation paid to each non-management director and making recommendations for approval by the Board thereon;
- making recommendations for approval by the Board with respect to the adoption, amendment and use of equity-based compensation plans, including the designation of those who may participate in such plans and the issuance of incentive options in accordance with such plans; and
- reviewing executive compensation disclosure information before the Corporation publicly discloses the information.

The Compensation Committee is composed of a majority of independent directors, being: Carlos A. Adamo (independent, Chair of Committee), Pablo Taussig (independent) and Agustin Dranovsky (non-independent). In connection with their past responsibilities and business experience, all members have provided advice on compensation policies and practices. As a result, the Board is of the view that the members of the Compensation Committee collectively have the relevant skills and experience necessary to enable the Compensation Committee to make decisions as to the Corporation's compensation policies and practices.

**Other Board of Directors Committees**

The Corporation has no other standing committees at this time other than the audit committee discussed at Schedule “2” below.

**Assessments**

At present, the full Board is responsible for assessing the effectiveness of the Board, its committees and individual directors. The Board is sufficiently small to permit all directors to have input on matters on a regular basis and to informally assess the performance, effectiveness and contribution of directors of the Corporation throughout the year.

## SCHEDULE 2

### AUDIT COMMITTEE

Under National Instrument 52-110 *Audit Committees* (“NI 52-110”), the Corporation is required to include in its information circular the disclosure required under Form 52-110F2. The disclosure required by Form 52-110F2 is set out below.

#### **Audit Committee Charter and Terms of Reference, Purpose and Mandate**

The primary function of the audit committee (the “**audit committee**”) is to assist the Board in fulfilling its oversight responsibilities by reviewing:

- (a) the financial information that will be provided to the shareholders and others;
- (b) the systems of internal controls and accounting policies that management and the Board have established; and
- (c) all audit processes.

Primary responsibility for the financial reporting, information systems, risk management and internal controls of the Corporation is vested in management and is overseen by the Board. Consistent with this function, the audit committee should encourage continuous improvement of, and should foster adherence to, the Corporation’s policies, procedures and practices at all levels.

The text of the Corporation’s audit committee charter can be found in the Corporation’s management information circular dated September 2, 2014 available under the Corporation’s profile on SEDAR at <https://www.sedar.com/>.

The audit committee’s primary duties and responsibilities are to:

- (d) Serve as an independent and objective party to monitor the Corporation’s financial reporting process and the system of internal controls.
- (e) Monitor the independence and performance of the Corporation’s external auditors.
- (f) Provide an open avenue of communication amongst the auditors, management and the Board.

#### **Composition and Process**

The audit committee shall be composed of a minimum of three directors, a majority of whom shall be “independent” as that term is defined in NI 52-110. Members shall be appointed by the Board on an annual basis, shall serve one-year terms and may serve consecutive terms, which are encouraged to ensure continuity of experience. The chair of the audit committee (the “**audit committee chair**”) shall be appointed by the audit committee for a one-year term, and may serve any number of consecutive terms.

All members of the audit committee shall be financially literate. Financial literacy is the ability to read and understand balance sheets, income statements and statements of cash flows 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 Corporation’s financial statements. The audit committee chair shall, in consultation with management and the external auditor, establish the agenda for the meetings and ensure that properly prepared agenda materials are circulated to the members of the audit committee with sufficient time for study prior to the meeting. The external auditor will also receive notice of all meetings of the audit committee. The audit committee may employ a list of prepared questions and considerations as a portion of its review and assessment process. The audit committee shall meet as required. A quorum at meetings of the audit committee shall be a majority of its members. The audit committee may hold its meetings, and members of the audit committee may attend meetings, by telephone conference if this is deemed appropriate or make written resolutions which must be signed by all members of the audit committee. The audit committee chair shall appoint a secretary to keep all minutes of audit committee meetings, which secretary does not have to be a member of the audit committee or a director. The minutes of the audit committee meetings shall

accurately record the decisions reached and shall be distributed to audit committee members with copies to the Board, the CEO, the Chief Financial Officer and the external auditor.

The audit committee reviews, prior to their presentation to the Board and their release, all material financial information required by securities regulations. The audit committee enquires about potential claims, assessments and other contingent liabilities. The audit committee periodically reviews with management accounting policies for appropriateness and consistency.

### **Authority**

The audit committee is appointed by the Board pursuant to provisions of the *Business Corporations Act* (Ontario) and the bylaws of the Corporation. Primary responsibility for the Corporation's financial reporting, accounting systems and internal controls is vested in senior management and is overseen by the Board. The audit committee is a standing committee of the Board established to assist it in fulfilling its responsibilities in this regard. The audit committee shall have responsibility for overseeing management reporting on internal controls. While it is management's responsibility to design and implement an effective system of internal control, it is the responsibility of the audit committee to ensure that management has done so. The audit committee shall have unrestricted access to the Corporation's personnel and documents and will be provided with the resources necessary to carry out its responsibilities. The audit committee shall have direct communication channels with the external auditors to discuss and review specific issues as appropriate. The audit committee shall have the sole authority to retain, or terminate, independent counsel, advisors or consultants as it determines necessary to assist the audit committee in discharging its functions hereunder. The audit committee shall be provided with the necessary funding to compensate the independent counsel, advisors or consultants retained by the audit committee.

### **Relationship with External Auditors**

The external auditor must report directly to the audit committee. The audit committee is directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditors' report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting. The audit committee shall implement structures and procedures to ensure that it meets with the external auditor at least once annually in the absence of management.

### **Accounting Systems, Internal Controls and Procedures**

The audit committee shall obtain reasonable assurance from discussions with and/or reports from management, and reports from external auditors, that accounting systems are reliable and that the prescribed internal controls are operating effectively for the Corporation. The audit committee shall review to ensure to its satisfaction that adequate procedures are in place for the review of the Corporation's disclosure of financial information extracted or derived from the Corporation's financial statements and will periodically assess the adequacy of those procedures. The audit committee shall review with the external auditors the quality and not just the acceptability of the Corporation's accounting principles and direct the external auditors' examinations to particular areas. The audit committee will review control weaknesses identified by the external auditors, together with management's response and review with external auditors their view of the qualifications and performance of the key financial and accounting executives. In order to preserve the independence of the external auditor, the audit committee will:

- (g) recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing an auditors' report or performing other audit, review or attest services for the Corporation;
- (h) recommend to the Board the compensation of the external auditors' engagement; and,
- (i) review and pre-approve any engagements for non-audit services to be provided by the external auditors or its affiliates, together with estimated fees, and consider the impact, if any, on the independence of the external auditor.

The audit committee will review with management, and with the external auditor, any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgments

of management that may be material to financial reporting. The audit committee shall establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters and the confidential anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters. The audit committee shall establish a periodic review procedure to ensure that the external auditor complies with the Canadian Public Accountability Regime under National Instrument 52-108 “Auditor Oversight”. The audit committee shall review and approve the Corporation’s hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

### **Statutory and Regulatory Responsibilities**

With respect to the annual financial information of the Corporation, the audit committee shall review the annual audited financial statements, annual management’s discussion and analysis (“**MD&A**”) and related press releases, if any, and recommend their approval to the Board, after discussing matters such as the selection of accounting policies, including any changes thereto, major accounting judgments, accruals and estimates with management and the external auditor. With respect to the interim financial information of the Corporation, the audit committee shall review the interim financial statements, interim MD&A and recommend their approval to the Board. If the Corporation chooses to provide earnings guidance and/or forecasts, the audit committee shall review any such forecasted financial information and forward looking statements regarding forecasted financial information, if any. In addition, the audit committee must review the Corporation’s press releases pertaining to the financial statements, MD&A and earnings updates, if any, before the Corporation publicly discloses this information.

### **Reporting**

The audit committee will report, through the audit committee chair, to the Board following each meeting of the audit committee on the major discussions and decisions made by the audit committee, and report annually to the Board on the audit committee’s responsibilities and how it has discharged them. In addition, the audit committee will review and reassess their charter annually and recommended any proposed changes to the Board.

### **Other Responsibilities**

The audit committee will have the responsibility of investigating any alleged fraud, illegal acts or conflicts of interest. The audit committee will also discuss selected issues with counsel or the external auditor or management.

### **Audit Committee Composition**

The following are the members of the audit committee, as at the date hereof:

<b>Name</b>	<b>Independent<sup>(1)</sup></b>	<b>Financially Literate</b>
Carlos A. Adamo (Chair)	Yes	Yes
Lucia Dragonetti	Yes	Yes
Alberto F. Orcoyen	No	Yes

(1) As defined by NI 52-110.

### **Audit Committee Oversight**

At no time since the commencement of the Corporation’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.

### **Relevant Education and Experience**

All of the members of the audit committee have been either directly involved in the preparation of the financial statements, filing of the interim and annual financial statements or dealing with the auditors. All members have the

ability to read, analyze, and understand the complexities surrounding the issuance of financial statements. A biography of each of the audit committee members can be found under the heading “Election of Directors”.

### **Reliance on Certain Exemptions**

At no time since the commencement of the Corporation’s most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (De Minimis Non-Audit Services), an exemption under subsection 6.1.1(4) of NI 52-110 (Circumstances Affecting the Business or Operation of the Venture Issuer), an exemption under subsection 6.1.1(5) of NI 52-110 (Events Outside Control of Member), an exemption under subsection 6.1.1(6) of NI 52-110 (Death, Incapacity or Resignation) or an exemption from NI 52-110, in whole or in part, granted under Part of NI 52-110.

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

The audit committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading “Accounting Systems, Internal Controls and Procedures”.

### **External Auditor Service Fees**

The aggregate fees billed by the Corporation’s external auditors for the last two financial years for audit and other fees are as follows:

<b>Description of Fees</b>	<b>Year ended December 31, 2022</b>	<b>Year ended December 31, 2021</b>
Audit Fees	\$40,000	\$35,000
Audit Related Fees	Nil	Nil
Tax Fees	Nil	Nil
All Other Fees	Nil	Nil

## SCHEDULE C

### MINSUD RESOURCES CORP.

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#### AMENDED AND RESTATED STOCK OPTION PLAN

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#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

##### Section 1.1 Definitions

For purposes of the Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **“Black Out Period”** means the period during which designated persons cannot trade Common Shares pursuant to any policy of the Corporation respecting restrictions on trading which is in effect at that time (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Corporation, or in respect of an insider, that insider, is subject);
- (b) **“Board”** means the board of directors of the Corporation;
- (c) **“Business Day”** means each day other than a Saturday, Sunday or statutory holiday in British Columbia;
- (d) **“Committee”** means the Board or, if the Board so determine in accordance with Section 2.3 of the Plan, the committee of the Board authorized to administer the Plan, which includes any compensation committee of the Board;
- (e) **“Common Shares”** means the Common Shares of the Corporation, as adjusted in accordance with the provisions of Section 5.7 of the Plan;
- (f) **“Consultant”** means an individual or Consultant Company, other than an Employee or a Director of the Corporation or of any Designated Affiliate of the Corporation, that:
  - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or any Designated Affiliate of the Corporation, other than services provided in relation to a distribution;
  - (ii) provides the services under a written contract with the Corporation or any Designated Affiliate of the Corporation;
  - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or any Designated Affiliate of the Corporation; and
  - (iv) has a relationship with the Corporation or any Designated Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Issuer;

- (g) “**Consultant Company**” means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner.
- (h) “**Consulting Contract**” means any contract between the Corporation or any Designated Affiliate of the Corporation and a Consultant relating to, or entered into in connection with, services to be provided to the Corporation or a Designated Affiliate by the Consultant;
- (i) “**Corporation**” means Minsud Resources Corp., a corporation incorporated under the *Business Corporations Act* (Ontario) and its successors and assigns;
- (j) “**Designated Affiliate**” means the affiliates of the Corporation designated by the Committee for purposes of the Plan from time to time;
- (k) “**Directors**” means directors, senior officers and Management Company Employees of the Corporation or any Designated Affiliate of the Corporation;
- (l) “**Eligible Persons**” means a Consultant, Director or Employee;
- (m) “**Employee**” means
  - (i) an individual who is considered an employee of Corporation or any Designated Affiliate of the Corporation under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);
  - (ii) an individual who works full-time for the Corporation or any Designated Affiliate of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
  - (iii) an individual who works for the Corporation or any Designated Affiliate of the Corporation on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source;
- (n) “**Employment Contract**” means any contract between the Corporation or any Designated Affiliate of the Corporation and any Employee relating to, or entered into in connection with, the employment of the Employee or between the Corporation or a Designated Affiliate and a Board member with respect to his or her directorship or resignation therefrom;
- (o) “**Exercise Date**” has the meaning set out in Section 3.5;
- (p) “**Exercise Notice**” has the meaning set out in Section 3.5;
- (q) “**Exercise Price**” means the price per share, determined by the Committee in accordance with Section 3.2, that the Participant must pay to the Corporation to acquire a Common Share pursuant to the exercise of an Option;
- (r) “**Grant Date**” means, in respect of an Option, the date the Corporation grants the Option to a Participant pursuant to a Stock Option Agreement;
- (s) “**Management Company Employee**” means an individual employed by a person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a person engaged in Investor Relations Activities (as defined in the policies of the Stock Exchange).

- (t) **“Market Price”** means the last closing trading price of the Common Shares on the Stock Exchange, or another stock exchange where the majority of the trading volume and value of the Common Shares occurs;
- (u) **“Option”** means an option to purchase Common Shares granted pursuant to, or governed by, the Plan;
- (v) **“Optionee”** means a Participant to whom an Option has been granted pursuant to the Plan;
- (w) **“Option Period”** means the period of time during which the particular Option may be exercised and commences on the date of the grant of the Option, unless otherwise specified by the Committee;
- (x) **“Participant”** means each an Eligible Person;
- (y) **“Plan”** means this stock option plan;
- (z) **“Stock Exchange”** means the TSX Venture Exchange or if not listed on this exchange any other stock exchange upon which the Common Shares are listed for trading;
- (aa) **“Stock Option Agreement”** has the meaning set out in Section 3.3;
- (bb) **“Termination”** has the meaning set out in Section 3.10; and
- (cc) **“Vested Option”** means an Option that has vested in accordance with the provisions of the applicable Stock Option Agreement and that has not expired or been cancelled under the terms of such Stock Option Agreement or the Plan.

## **Section 1.2 Securities Definitions**

In the Plan, the terms “affiliate”, “associate” and “insider” shall have the meanings given to such terms in the *Securities Act* (Ontario). The term “affiliate” shall include those issuers that are similarly related, whether or not any of the issuers are corporations, companies, partnerships, limited partnership, trusts, income trusts or investment trusts or any other organized entity issuing securities. The term “insider” shall include associates and affiliates of the insider.

## **Section 1.3 Headings**

The headings of all articles, sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

## **Section 1.4 Context, Construction**

Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

## **Section 1.5 References to this Plan**

The words “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to the Plan as a whole and not to any particular article, section, paragraph or other part hereof.

## **Section 1.6 Canadian Funds**

Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to lawful money of Canada.

**ARTICLE 2**  
**PURPOSE AND ADMINISTRATION OF THE PLAN**

**Section 2.1 Purpose of the Plan**

The Plan provides for the acquisition of Common Shares by Participants for the purpose of advancing the interests of the Corporation through the motivation, attraction and retention of employees, officers, directors and consultants of the Corporation and the Designated Affiliates of the Corporation and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Common Shares by employees, officers, directors and consultants of the Corporation and Designated Affiliates of the Corporation, it being generally recognized that share incentive plans aid in attracting, retaining and encouraging employees, directors and consultants due to the opportunity offered to them to acquire a proprietary interest in the Corporation.

**Section 2.2 Administration of the Plan**

The Plan shall be administered by the Committee and the Committee shall have full authority to administer the Plan including the authority to interpret and construe any provision of the Plan and to adopt, amend and rescind such rules and regulations for administering the Plan as the Committee may deem necessary in order to comply with the requirements of the Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with the Plan and all members of the Committee shall, in addition to their rights as Board members, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of the Plan and of the rules and regulations established for administering the Plan. All costs incurred in connection with the Plan shall be for the account of the Corporation.

**Section 2.3 Delegation to Committee**

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by resolution of the Board, be exercised by a committee of the Board comprised of not less than three directors, including any compensation committee of the Board, which delegation may be revoked at any time.

**Section 2.4 Record Keeping**

The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Optionee;
- (b) the number of Common Shares subject to Options granted to each Optionee; and
- (c) the aggregate number of Common Shares subject to Options.

**Section 2.5 Determination of Participants and Participation**

The Committee shall from time to time determine the Participants who may participate in the Plan. The Committee shall from time to time determine the number of Common Shares to be issued to the Participants to whom Options shall be granted, the number of Common Shares to be made subject to and the expiry date of each Option granted to each Participant and the other terms of each Option granted to each Participant, all such determinations to be made in accordance with the terms and conditions of the Plan, and the Committee may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Corporation and any other factors which the Committee deems appropriate and relevant.

### **Section 2.6      Number of Shares Available under the Plan**

There shall be available at all times for issuance under the Plan that number of Common Shares as is equal to 10% (on a non-diluted basis) of the number of issued and outstanding Common Shares of the Corporation from time to time. For greater certainty, the number of Common Shares available for issuance under the Plan shall not be decreased as a result of the issuance of Common Shares upon the exercise of Options nor increased upon the surrender, termination or expiry of Options unexercised in whole or in part. Surrendered, terminated or expired options can be replaced with new options in accordance with the Plan. If the Corporation repurchases for cancellation Common Shares such that the foregoing percent test is not met following such repurchase, this shall not constitute non-compliance under the Plan.

### **Section 2.7      Further Limitations to the Issuance of Shares under the Plan**

- (a) The aggregate number of Common Shares that may be reserved for issuance pursuant the Plan shall not exceed 5% of the issued shares of the Corporation (determined at the date the option was granted) to any one individual in a 12 month period, unless the Corporation has obtained the requisite disinterested shareholder approval.
- (b) The number of options granted to any one Consultant in a 12 month period shall not exceed 2% of the issued shares of the Corporation, calculated at the date the option was granted to the Consultant.
- (c) The aggregate number of options granted to persons employed to provide Investor Relations Activities (as defined in the policies of the Stock Exchange) must not exceed 2% of the issued shares of the Corporation in any 12 month period, calculated at the date the option was granted.
- (d) The aggregate number of options and any other security based compensation granted to Insiders (as defined in the policies of the Stock Exchange) of the Corporation may not exceed 10% of the issued Common Shares of the Corporation at any point in time (calculated as at the date any Security Based Compensation is granted or issued to any Insider) or in any 12 month period, unless the Corporation has obtained the requisite disinterested shareholder approval.

## **ARTICLE 3 STOCK OPTION PLAN**

### **Section 3.1      The Stock Option Plan and Participants**

A stock option plan is hereby established for bona fide Eligible Persons.

### **Section 3.2      Exercise Price**

The price per share at which any Common Share which is the subject of an Option may be purchased (the “**Exercise Price**”) shall be determined by the Committee at the time the Option is granted, provided that such price shall be not lower than the Market Price of the Common Shares at the time the Option is granted, less any discounts allowed by the Stock Exchange and subject to a minimum Exercise Price of \$0.10, and if the Common Shares are not listed on a stock exchange, the fair market value of the Common Shares at the time the Option is granted as determined by the Committee.

### **Section 3.3      Grant of Option**

The Committee from time to time may grant Options to Eligible Persons or any company that is wholly owned by an individual who is an Eligible Person. The grant of Options will be subject to the conditions contained herein and may be subject to additional conditions determined by the Committee from time to time. The grant of an Option under the Plan shall be made pursuant to a written agreement between the Corporation and the Participant, in the form in Schedule 3 or such other form as may be established by the Committee (a “**Stock Option Agreement**”) containing such terms and conditions as are consistent with the Plan and approved by the Committee.

### **Section 3.4 Term of Option**

- (a) The Option Period for each Option shall be such period of time as shall be determined by the Committee, subject to any Employment Contract or Consulting Contract, provided that no Option Period shall exceed 10 years.
- (b) Should the expiration date for an Option fall within a Black Out Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Black Out Period, such tenth Business Day to be considered the expiration date for such Option for all purposes under the Plan, provided that in no event shall the Option Period exceed 10 years. Notwithstanding Section 5.2, the ten Business Day period referred to in this Section 3.4(b) may not be extended by the Committee.

### **Section 3.5 Vesting of Options and Exercise of Vested Options**

The terms and conditions and timing for vesting of Options granted to a Participant shall be set out in the Participant's Stock Option Agreement.

### **Section 3.6 Exercise of Vested Options**

Subject to Section 3.10, Vested Options may be exercised at any time, or from time to time prior to the expiration date of such Vested Options, as to one Common Share for each Vested Option so exercised, by delivery to the Corporation of a written notice, substantially in the form of Schedule 4 or in any other form acceptable to the Committee (the "**Exercise Notice**"). The Exercise Notice shall be delivered by the Participant to the registered office of the Corporation, together with the Exercise Price to be paid for each Common Share to be acquired pursuant to the exercise of such Vested Options. A Vested Option shall not be validly exercised unless and until the date the Corporation has accepted the Exercise Notice and received payment in full of the applicable Exercise Price (the "**Exercise Date**").

On the Exercise Date:

- (a) the number of Common Shares in respect of which Vested Options are exercised will be duly issued as fully paid and non-assessable;
- (b) the Participant exercising the Option shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; and
- (c) the Corporation shall, as soon as practicable issue and deliver a share certificate representing such Common Shares.

No person shall enjoy any part of the rights or privileges of a holder of Common Shares until that person becomes the holder of record of those Common Shares.

Notwithstanding the foregoing, Options issued to Consultants performing Investor Relations Activities (as defined in the policies of the Stock Exchange) shall vest over 12 months with no more than 25% of the Options vesting in any three month period.

### **Section 3.7 Eligible Participants on Exercise**

An Option may be exercised by the Optionee in whole at any time, or in part from time to time, during the Option Period as specified in Section 3.5, provided however that, except as otherwise specifically provided in Section 3.10 or Section 3.11 hereof or in any Employment Contract or Consulting Contract, no Option may be exercised unless the Optionee at the time of exercise thereof is:

- (a) in the case of an Employee, in the employment of the Corporation or a Designated Affiliate and has been continuously so employed since the date of grant of such Option, provided however that a leave of absence with the approval of the Corporation or such Designated Affiliate shall not be considered an interruption of employment for purposes of the Plan;

- (b) in the case of a Management Company Employee, a Management Company Employee of the Corporation and has been continuously a Management Company Employee since the date of grant of such Option;
- (c) in the case of a director or senior officer who is not also an Employee, a director or senior officer of the Corporation or a Designated Affiliate and has been such a director or senior officer continuously since the date of grant of such Option; and
- (d) in the case of a Consultant, a Consultant of the Corporation or a Designated Affiliate and has been as such a Consultant continuously since the date of grant of such Option.

### **Section 3.8 Payment of Exercise Price**

- (a) **Direct Exercise:** The issue of Common Shares on exercise of any Option shall be contingent upon receipt by the Corporation of payment of the aggregate purchase price for the Common Shares in respect of which the Option has been exercised plus any amount the Corporation determines, in its discretion, is required to satisfy the Corporation's withholding tax and source deduction remittance obligations in respect of the exercise of the Options and issuance of Common Shares, and payment of such amounts to the Corporation is in cash or by certified cheque delivered to the registered office of the Corporation together with a validly completed notice of exercise. The Optionee may also satisfy payment by way of wire transfer on such terms acceptable to the Corporation. No Optionee or legal representative, legatee or distributee of any Optionee will be, or will be deemed to be, a holder of any Common Shares with respect to which such Optionee was granted an Option, unless and until certificates for such Common Shares are issued to such Optionee, or them, under the terms of the Plan. Subject to 0 hereof, upon an Optionee exercising an Option and paying the Corporation the aggregate purchase price for the Common Shares in respect of which the Option has been exercised and any amount required to satisfy withholding tax and source deduction requirements, the Corporation shall as soon as practicable issue and deliver a certificate representing the Common Shares so purchased.
- (b) **Broker Assisted Exercise:** If the Common Shares are listed and posted for trading on a stock exchange or market, an Optionee may elect a broker assisted exercise in its notice of exercise if the Common Shares issuable on the exercise are to be immediately sold. In such case, the Optionee will not be required to deliver to the Corporation a certified cheque as referred to in Subsection 3.7(a) above. Instead the following procedure will be followed:
  - (i) The Optionee will, directly or through an intermediary, instruct a broker selected by the Optionee to sell through the stock exchange or market on which the Common Shares are listed or quoted, the Common Shares issuable on the exercise of vested Options, as soon as possible at the then applicable bid price of the Common Shares.
  - (ii) On the trade date, the Optionee will deliver a validly completed notice of exercise, including details of the trades, to the Corporation electing the broker assisted exercise and the Corporation will direct its registrar and transfer agent to issue a certificate in the name of the broker (or as the broker may otherwise direct) for the number of Common Shares issued on the exercise of the vested Options, against payment by the broker to the Corporation of (i) the aggregate purchase price for such Common Shares; and (ii) the amount the Corporation determines, in its discretion, is required to satisfy the Corporation's withholding tax and source deduction remittance obligations in respect of the exercise of the vested Options and issuance of Common Shares.
  - (iii) The broker will deliver to the Optionee the remaining proceeds of sale, net of the brokerage commission.
- (c) **Cashless Exercise:**

- (i) Subject to the provisions of this Plan (including, without limitation, Article 4) and, upon prior approval of the Board, once an Option has vested and become exercisable, an Optionee may elect to exercise such Option by, excluding Options held by any Investor Relations Service Provider, a “net exercise” procedure in which the Corporation issues to the Optionee, such number of Common Shares as is equal to the number determined by dividing (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Common Shares and the exercise price of the subject Options by (ii) the VWAP of the underlying Common Shares.
- (ii) An Option may be exercised pursuant to this Section 3.8(c) from time to time by delivery to the Corporation, at its head office or such other place as may be specified by the Corporation of (i) written notice of exercise specifying that the Optionee has elected to effect such a cashless exercise of such Option, the method of cashless exercise, and the number of Options to be exercised and (ii) the payment of an amount for any tax withholding or remittance obligations of the Optionee or the Corporation arising under applicable law and verified by the Corporation to its satisfaction (or by entering into some other arrangement acceptable to the Corporation in its discretion, if any). The Participant shall comply with Article 4 of this Plan with regard to any applicable required withholding obligations and with such other procedures and policies as the Corporation may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise.
- (iii) In the event of a net exercise pursuant to this Section 3.8(c), the number of Options exercised, surrendered or converted, and not the number of Common Shares actually issued by the Corporation, must be included in calculating the limits set forth Section 2.6 and Section 2.7 of this Plan.

### **Section 3.9 Acceleration on Take-over Bid**

If there is a take-over bid (within the meaning of the *Securities Act* (Ontario)) made for all or any of the issued and outstanding Common Shares, then all Options outstanding become immediately exercisable, notwithstanding Section 3.5 hereof, in order to permit Common Shares issuable under such Options to be tendered to such bid.

### **Section 3.10 Effect of Death**

If a Participant dies while an Optionee, any Option held by such Optionee at the date of death shall become immediately exercisable notwithstanding Section 3.5 hereof, and shall be exercisable in whole or in part only by the person or persons to whom the rights of the Optionee under the Option shall pass by the will of the Optionee or the laws of descent and distribution for a period of twelve months after the date of death of the Optionee or prior to the expiration of the Option Period in respect of the Option, whichever is sooner. This Section 3.10 is subject to any Employment Agreement, Consulting Agreement or any other agreement to which the Corporation or its Designated Affiliates is a party with respect to the rights of such Participant upon Termination or change in control of the Corporation, except that all Options must expire within twelve months of a Participant ceasing to be an eligible Participant.

### **Section 3.11 Effect of Termination**

If a Participant shall:

- (a) cease to be a director of the Corporation and any of its Designated Affiliates (and is not or does not continue to be an employee thereof) for any reason (other than death);
- (b) cease to be employed by, or be a senior officer of, the Corporation and any of its Designated Affiliates (and is not or does not continue to be a director thereof), for any reason (other than death), including circumstances involving receipt of notice from the Corporation or any of its Designated Affiliates of the termination of his or her Employment Contract; or

- (c) cease to be engaged by, or be a Consultant of the Corporation and any of its Designated Affiliates, for any reason (other than death), including circumstances involving receipt of notice from the Corporation or any of its Designated Affiliates of the termination of his, her or its Consulting Contract;

(collectively, “**Termination**”) such Participant may, but only within 12 months next succeeding such Termination, exercise his or her Options to the extent that such Participant was entitled to exercise such options at the date of such Termination, provided that in no event shall such right extend beyond the Option Period. This Section 3.11 is subject to any Employment Agreement, Consulting Agreement or any other agreement to which the Corporation or its Designated Affiliates is a party with respect to the rights of such Participant upon Termination or change in control of the Corporation, except that all Options must expire within twelve months of a Participant ceasing to be an eligible Participant.

### **Section 3.12 Necessary Approvals**

The obligation of the Corporation to issue and deliver any Common Shares in accordance with the Plan shall be subject to any necessary approval of any stock exchange or regulatory authority having jurisdiction over the securities of the Corporation. If any Common Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Common Shares shall terminate and any Option exercise price paid to the Corporation shall be returned to the Participant.

## **ARTICLE 4 WITHHOLDING TAXES**

### **Section 4.1 Withholding Taxes**

The Corporation or any Designated Affiliate may take such steps as it considers necessary or appropriate for the deduction and withholding of any taxes and other required source deductions which the Corporation or the Designated Affiliate, as the case may be, is required by any law or regulation of any governmental authority whatsoever to remit in connection with this Plan, any Options, the exercise or surrender by an Optionee of any Options or any issuance of any Common Shares. Without limiting the generality of the foregoing, the Corporation may, at its discretion: (i) deduct and withhold those amounts it is required to remit from any cash remuneration or other amount payable to the Optionee, whether or not related to the Plan, any Options, the exercise or surrender by an Optionee of any Options or the issuance of any Common Shares; (ii) allow the Optionee to make a cash payment to the Corporation equal to the amount required to be remitted, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Optionee; or (iii) sell, on behalf of the Optionee, that number of Common Shares to be issued upon the exercise of Options such that the amount withheld by the Corporation from the proceeds of such sale will be sufficient to satisfy any taxes required to be remitted by the Corporation for the account of the Optionee. Where the Corporation considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued to an Optionee on the exercise of Options may be made conditional upon the Optionee (or other person) reimbursing or compensating the Corporation or making arrangements satisfactory to the Corporation for the payment in a timely manner of all taxes required to be remitted for the account of the Optionee.

## **ARTICLE 5 GENERAL**

### **Section 5.1 Effective Date of the Plan**

The Plan became effective November 29, 2011.

### **Section 5.2 Initial Shareholder Approval**

The Plan shall be approved by the shareholder(s) of the Corporation at the next annual meeting of shareholders following the effective date of the Plan determined in accordance with Section 5.1.

### **Section 5.3      Amendment or Discontinuance of the Plan**

The Committee may from time to time in the absolute discretion of the Committee amend, modify and change the provisions of the Plan or any Options granted pursuant to the Plan, provided that any amendment, modification or change to the provisions of the Plan or any Options granted pursuant to the Plan shall:

- (a) not adversely alter or impair any Option previously granted except as permitted by Section 5.7 hereof;
- (b) be subject to any regulatory approvals, where required, including the approval of the Stock Exchange;
- (c) be subject to shareholder approval in accordance with the rules of the Stock Exchange in circumstances where the amendment, modification or change to the Plan or Option would:
  - (i) reduce the exercise price of an Option held by an insider of the Corporation (disinterested shareholder approval required);
  - (ii) extend the term of an Option held by an insider beyond the original expiration date (subject to such date being extended by virtue of Section 3.4(b));
  - (iii) increase the fixed maximum percentage of Common Shares which may be issued pursuant to the Plan; or
  - (iv) grant additional powers to the Board to amend the Plan beyond those set out in (d) below;
- (d) not be subject to shareholder approval in any circumstance (other than those listed in (c) above), including, but not limited to, circumstances where the amendment, modification or change to the Plan or Option would:
  - (i) be of a “housekeeping nature”, including any amendment to the Plan or an Option that is necessary to comply with applicable law or the requirements of any regulatory authority or stock exchange and any amendment to the Plan or an Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
  - (ii) change the exercise price of an Option to a exercise price not below the Market Price, unless the change is a reduction in the exercise price of an Option held by an insider of the Corporation;
  - (iii) alter, extend or accelerate any vesting terms or conditions in the Plan or any Option; or
  - (iv) change the expiration date (including acceleration thereof) or change any termination provision in any Option, provided that such change does not entail an extension beyond the original expiration date of such Option (subject to such date being extended by virtue of Section 3.4(b)).

The Board may discontinue the Plan at any time without the consent of the Participants provided that such discontinuance shall not adversely alter or impair any Option previously granted.

### **Section 5.4      Non-Assignable**

No rights under the Plan and no Option awarded pursuant to the provisions of the Plan are assignable or transferable by any Participant other than pursuant to a will or by the laws of descent and distribution.

### **Section 5.5 Rights as a Shareholder**

No Optionee shall have any rights as a shareholder of the Corporation with respect to any Common Shares which are the subject of an Option. No Optionee shall be entitled to receive, and no adjustment shall be made for, any dividends, distributions or other rights declared for shareholders of the Corporation for which the record date is prior to the date of exercise of any Option.

### **Section 5.6 No Contract of Employment**

Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Corporation or any Designated Affiliate nor interfere or be deemed to interfere in any way with any right of the Corporation or any Designated Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in the Plan by a Participant shall be voluntary.

### **Section 5.7 Adjustment in Number of Shares Subject to the Plan**

Subject to Stock Exchange approval, in the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:

- (a) the number of Common Shares available under the Plan;
- (b) the number of Common Shares subject to any Option; and
- (c) the exercise price of the Common Shares subject to Options.

If the foregoing adjustment shall result in a fractional Common Share, the fraction shall be disregarded. All such adjustments shall be conclusive, final and binding for all purposes of the Plan.

### **Section 5.8 Consolidation, Merger, etc.**

If there is a consolidation, merger or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two or more entities or a transfer of all or substantially all of the assets of the Corporation to another entity, upon the exercise of an Option under the Plan, the holder thereof shall be entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had exercised the Option immediately prior to such event, unless the Committee otherwise determines the basis upon which such Option shall be exercisable. The Committee may, in the circumstances of such a transaction, send notice to all Optionees requiring them to surrender their Options within 10 days of the mailing of such notice, and the Optionees shall be deemed to have surrendered such Options on the tenth day after the mailing of such notice without further formality.

### **Section 5.9 Securities Exchange Take-over Bid**

In the event that the Corporation becomes the subject of a take-over bid (within the meaning of the *Securities Act* (Ontario)) pursuant to which 100% of the issued and outstanding Common Shares are acquired by the offeror, either directly or as a result of the compulsory acquisition provisions of the incorporating statute, and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may, in the circumstances of such a transaction, send notice to all Optionees requiring them to surrender their Options within 10 days of the mailing of such notice, and the Optionees shall be deemed to have surrendered such Options on the tenth day after the mailing of such notice without further formality, provided that:

- (a) the offeror delivers with such notice an irrevocable and unconditional offer to grant replacement options to each Optionee entitling the Optionee to acquire, upon exercise of such replacement options either: (i) the number of equity securities of the offeror and, if applicable, cash which the Optionee would have received pursuant to the take-over bid if the holder had exercised the Option immediately prior to such bid; or (ii) if the consideration payable pursuant to the bid is a combination of cash and equity securities of the offeror, the number of equity securities of the offeror, as

determined by the Committee acting in good faith, that the Optionee would have received had the consideration pursuant to the bid consisted solely of equity securities; and

- (b) the surrender of Options and the granting of replacement options can be effected on a tax free rollover basis under the *Income Tax Act* (Canada).

**Section 5.10 No Representation or Warranty**

The Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the Plans.

**Section 5.11 Compliance with Applicable Law**

If any provision of the Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

**Section 5.12 Interpretation**

This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario.

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Adopted by the Board on November 29, 2011

**SCHEDULE 3**

**STOCK OPTION AGREEMENT**

THIS STOCK OPTION AGREEMENT (this “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Minsud Resources Corp. (the “**Corporation**”) and \_\_\_\_\_ (the “**Participant**”).

**RECITALS:**

- A. The Board of Directors of the Corporation duly approved and adopted a stock option plan having an effective date of \_\_\_\_\_, 20\_\_\_\_ (the “**Plan**”).
- B. The Committee has authorized the granting of \_\_\_\_\_ Options to the Participant pursuant to the terms and conditions of the Plan and this Agreement.

**NOW, THEREFORE** in consideration of services provided to the Corporation by the Participant and the mutual undertakings, covenants, conditions and agreements contained herein, the parties agree as follows:

**1. The Plan**

The Participant has received a copy of the Plan and agrees to be bound by its terms. All of the terms and conditions of the Plan are hereby deemed to be incorporated into and to form part of this Agreement. The capitalized terms used in this Agreement that are not defined herein have the meaning attributed to them in the Plan.

**2. Grant of Options**

The Corporation grants to the Participant \_\_\_\_\_ Options to purchase \_\_\_\_\_ of Common Shares of the Corporation subject to the terms and conditions set out in this Agreement and the Plan.

**3. Exercise Price**

The Committee has determined that the Fair Market Value of a Common Share on the Grant Date is \$ \_\_\_\_\_ per share and has fixed that amount as the Exercise Price the Participant must pay to the Corporation to purchase a Common Share on the exercise of a Vested Option, as set out in more detail in the Plan.

**4. Vesting**

On each of the following vesting dates, the indicated number of Options granted to the Participant under this Agreement will vest and become Vested Options for purposes of the Plan:

Date	Number Vesting

**5. Expiry Date**

The Expiry Date of the Options granted to the Participant under this Agreement is \_\_\_\_\_.

## **6. Exercise of Options**

An Option granted to the Participant under this Agreement may be duly exercised only if:

the Option has vested in the Participant and become a Vested Option;

the Option has not expired or been cancelled under the terms of the Plan or this Agreement; and

all of the conditions set out in the Plan and this Agreement in relation to the exercise of such Vested Option and the receipt of Common Shares are met.

## **7. Method of Exercise of Vested Options**

A Vested Option is exercised by the Participant delivering an Exercise Notice, accompanied by full payment of the Exercise Price in accordance with the terms of the Plan and by satisfying all of the conditions set out in the Plan in relation to the exercise of such Common Shares.

## **8. Share Certificate**

As soon as practicable after the Exercise Date of duly exercised Vested Options, provided that all conditions for the receipt of the Common Shares have been met, the Corporation shall deliver to the Participant a share certificate for the number of Common Shares that the Participant acquired on the Exercise Date, which Common Shares shall be duly issued and outstanding as fully paid and non-assessable and registered in the name of the Participant.

## **9. Withholding Taxes**

The Corporation may take such steps as it considers necessary or appropriate for the withholding of any taxes which the Corporation is required by any law or regulation of any governmental authority whatsoever to withhold in connection with the exercise of any Option, as described in more detail in the Plan.

## **10. Personal Information**

The Participant acknowledges and agrees that the Participant will provide the Committee with all information (including personal information) it requires to administer the Plan and hereby consents to the collection of all such information by the Committee. The Participant further acknowledges that withdrawal of the consent at any time may result in a delay in the administration of the Plan or in the inability of the Corporation to deliver Common Shares to the Participant.

## **11. Non-assignability**

The Participant acknowledges and agrees that the Participant's Options and all other rights and interests under the Plan and this Agreement are not transferable by pledge, assignment or in any manner whatsoever, other than Vested Options that pass by will or the laws of descent and distribution in the event of death of the Participant, as contemplated under the Plan.

## **12. Shareholder Rights**

The Participant will not have any of the rights of a shareholder with respect to any Common Shares unless and until Common Shares have been issued after the due exercise of a Vested Option in accordance with the terms and conditions of the Plan and this Agreement. Nothing contained in this Agreement will be deemed to confer upon the Participant any right to continued employment with the Corporation or any affiliate of the Corporation.

## **13. Independent Legal Advice**

The Participant represents and warrants to the Corporation that the Participant has had an opportunity to seek independent legal advice with respect to this Agreement and fully understands the nature and effect of this Agreement and the Plan, including the potential risks inherent in the purchase of Common Shares.

#### **14. Notices**

All notices, requests, deliveries, payments, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be either delivered personally or sent by registered mail, or by private courier, return receipt requested, to the parties at their respective addresses set forth on the signature page to this Agreement, or such other address as either have specified by notice in writing to the other. Notice will be deemed to have been given when delivered or two days after it is mailed.

#### **15. Entire Agreement**

This Agreement and the terms and conditions of the Plan incorporated into this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions hereof shall continue in full force and effect.

#### **16. Amendments and Waivers**

This Agreement may not be amended except in writing executed by the Participant and the Corporation; provided, however, that as set out in more detail in the Plan, the terms of this Agreement may be amended by the Committee as it deems necessary or advisable in its sole discretion to prevent substantial dilution or enlargement of rights granted to, or available for, the Participant under this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party giving the waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

#### **17. Binding Effect; Successors**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and, to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives, any rights, remedies, obligations or liabilities.

#### **18. Interpretation**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable therein.

#### **19. Time**

Time is of the essence of this Agreement and in the performance of the parties' respective obligations.

#### **20. Counterparts**

This Agreement may be executed by the parties in one or more counterparts, each of which when so executed and delivered shall be an original and such counterparts shall together constitute one and the same instrument.

#### **21. Signatures**

This Agreement may be executed in one or more counterparts by the parties. Each executed counterpart will be deemed to be an original and the counterparts, together, will constitute one and the same agreement. An fax, pdf or similar imprint of an electronic copy of an executed counterpart will be deemed to be an original until the original executed counterpart is delivered to the other party.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the day and year first above written:

**MINSUD RESOURCES CORP.**

Per: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**

\_\_\_\_\_  
Witness

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\_\_\_\_\_  
Name:  
Participant:

