

**SABLE RESOURCES LTD.
MANAGEMENT INFORMATION CIRCULAR**

SOLICITATION OF PROXIES

This management information circular (the “**Information Circular**”) is furnished in connection with the solicitation by management of Sable Resources Ltd. (the “**Company**”) of proxies to be used at the annual and special meeting of shareholders of the Company (the “**Meeting**”) referred to in the accompanying Notice of Annual and Special Meeting of Shareholders (the “**Notice**”) to be held on July 15, 2021, at the time and place and for the purposes set forth in the Notice. **The solicitation is made by the management of the Company and will be made primarily by mail, but proxies may also be solicited personally or by telephone by regular employees of the Company at nominal cost. The cost of solicitation by management will be borne by the Company. The information contained herein is given as of June 10, 2021, unless indicated otherwise.**

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the enclosed form of proxy are directors and/or officers of the Company. **Each shareholder has the right to appoint a person or company, who need not be a shareholder of the Company, other than the persons named in the enclosed form of proxy, to represent such shareholder at the Meeting or any adjournment thereof. Such right may be exercised by inserting such person’s name in the blank space provided and striking out the names of management’s nominees in the enclosed form of proxy or by completing another proper form of proxy. All proxies must be executed by the shareholder or his or her attorney duly authorized in writing or, if the shareholder is a company, by an officer or attorney thereof duly authorized. The completed form of proxy must be deposited at the office of Computershare Investor Services Inc., 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9, before 1:00 p.m. (Vancouver time) on Tuesday, July 13, 2021.**

A shareholder who has given a proxy has the power to revoke it as to any matter on which a vote has not already been cast pursuant to the authority conferred by such proxy and may do so either:

1. not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of holding the Meeting or adjournment thereof at which the proxy is to be used, by delivering another properly executed form of proxy bearing a later date and depositing it as aforesaid;
2. by depositing an instrument in writing revoking the proxy executed by him or her with Computershare Investor Services Inc. at its office denoted herein at any time up to and including 1:00 p.m. (Vancouver time) on the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used; or
3. in any other manner permitted by law.

EXERCISE OF DISCRETION BY PROXIES

Shares represented by properly executed proxies in favour of the persons named in the enclosed form of proxy **will be voted or withheld from voting in accordance with the instructions of the securityholder on any ballot that may be called for** and, where the person whose proxy is solicited specifies a choice with respect to the matters identified in the proxy, **the shares will be voted or withheld from voting in accordance with the specifications so made. Where shareholders have properly executed proxies in favour of the persons named in the enclosed form of proxy and have not specified in the form of proxy the manner in which the named proxies are required to vote the shares represented thereby, such shares will be voted in favour of the passing of the matters set forth in the Notice.** The enclosed form of proxy confers discretionary authority with respect to amendments or variations to the matters identified in the Notice and with respect to other matters that may properly come before the Meeting. At the date hereof, management of the Company knows of no such amendments, variations or other matters

to come before the Meeting. However, if any other matters which at present are not known to management of the Company should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxies.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

Each holder of common shares in the capital of the Company (“**Common Shares**”) of record at the close of business on May 20, 2021 (the “**record date**”) will be entitled to vote at the Meeting or at any adjournment thereof, either in person or by proxy. As of June 10, 2021, the Company had 233,698,132 issued and outstanding Common Shares. Each Common Share carries the right to one vote per share. The outstanding Common Shares are listed on the TSX Venture Exchange (the “**TSXV**”) under the symbol “**SAE**”.

To the knowledge of the directors and executive officers of the Company as of June 10, 2021, no person beneficially owns, controls or directs, directly or indirectly, 10% or more of the outstanding Common Shares.

NON-REGISTERED HOLDERS AND DELIVERY MATTERS

Only registered Shareholders, or the persons they appoint as their proxies, are permitted to vote at the Meeting.

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary (“**Intermediary**”) holding on your behalf.

If you have received the Company’s form of proxy, you may return it to Computershare Investor Services Inc: (i) by regular mail in the return envelope provided, or (ii) by fax at 866-249-7775.

Objecting Beneficial Owners (“**OBOs**”) and other beneficial holders receive a Voting Instruction Form (“**VIF**”) from an Intermediary by way of instruction of their financial institution. Detailed instructions of how to submit your vote will be on the VIF.

In either case, the purpose of this procedure is to permit non-registered holders to direct the voting of the Common Shares they beneficially own. Should a non-registered holder who receives either form of proxy wish to vote at the Meeting in person, the non-registered holder should strike out the persons named in the form of proxy and insert the non-registered holder’s name in the blank space provided. Non-registered holders should carefully follow the instructions of their Intermediary including those regarding when and where the form of proxy or VIF is to be delivered.

The Company is not using the “notice-and-access” provisions of National Instrument 54-101 (“**NI 54-101**”) in connection with the delivery of the meeting materials in respect of the Meeting. The Company is not sending such meeting materials directly to “non-objecting beneficial owners” in accordance with NI 54-101, and intends to pay for intermediaries to deliver such meeting materials to “objecting beneficial owners” as defined in NI 54-101.

COMPENSATION OF EXECUTIVE OFFICERS

The following table provides a summary of compensation for services rendered in all capacities to the Company for the fiscal years ended December 31, 2020 and 2019 in respect of the individuals who served as (i) the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”) of the Company during the fiscal year ended December 31, 2019 (the “Named Executive Officers”); and (ii) the directors of the Company for the fiscal year ended December 31, 2020. See also “Stock Options and Other Compensation Securities” below. The Company had no other executive officers whose total compensation during the fiscal year ended December 31, 2020 exceeded \$150,000.

Table of Compensation Excluding Compensation Securities

Name and Position	Fiscal Year	Salary, Consulting Fee, Retainer or Commission	Bonus	Committee or Meeting Fees	Value of Perquisites	Value of All Other Compensation ⁽¹⁾	Total Compensation
Ruben Padilla ⁽²⁾ <i>Director, President and CEO</i>	2020	\$181,500	\$144,000	Nil	Nil	\$84,840	\$410,340
	2019	\$185,200	Nil	Nil	Nil	\$33,200	\$218,400
Tom Obradovich ⁽³⁾ <i>Director and former President and CEO</i>	2020	\$136,167	Nil	\$37,509	Nil	\$45,790	\$219,466
	2019	\$198,000	Nil	Nil	Nil	\$62,260	\$260,250
Kelso Cartwright ⁽⁴⁾ <i>CFO</i>	2020	\$69,000	\$29,400	Nil	Nil	\$40,320	\$151,670
	2019	\$36,000	Nil	Nil	Nil	\$12,450	\$48,450
Richard Godfrey ⁽⁵⁾ <i>Former CFO</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Andrew Malashewsky ⁽⁶⁾ <i>Former CFO</i>	2020	Nil	Nil	Nil	Nil	\$14,800	\$14,800
	2019	\$36,000	Nil	Nil	Nil	\$16,600	\$52,600
Luis Arteaga ⁽⁷⁾ <i>Vice President, Exploration</i>	2020	\$133,750	\$52,500	Nil	Nil	\$61,320	\$247,570
	2019	\$120,000	Nil	Nil	Nil	\$49,600	\$169,600
Brent Gilchrist ⁽⁸⁾ <i>Director</i>	2019	Nil	Nil	\$9,250	Nil	\$34,020	\$43,270
	2018	Nil	Nil	Nil	Nil	\$33,200	\$33,200
Terry Harbort ⁽⁹⁾ <i>Director and VP, Corporate Development</i>	2020	\$109,500	Nil	Nil	Nil	\$28,980	\$138,480
	2019	\$149,700	Nil	Nil	Nil	\$33,200	\$182,900
Jonathan Rubenstein ⁽¹⁰⁾ <i>Director</i>	2020	Nil	Nil	\$7,500	Nil	\$47,480	\$54,980
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Andres Tinajero ⁽¹¹⁾ <i>Director</i>	2020	Nil	Nil	\$10,000	Nil	\$34,020	\$44,020
	2019	Nil	Nil	Nil	Nil	\$24,900	\$24,900
Donald Njegovan ⁽¹²⁾ <i>Former Director</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	\$24,900	\$24,900

Notes:

- (1) The “grant date fair value” has been determined by using the Black-Scholes model. The Company has calculated the “grant date fair value” amounts for option values using the Black-Scholes model, a mathematical valuation model that ascribes a value to a stock option based on a number of factors in valuing the option-based awards, including the exercise price of the option, the price of the underlying security on the date the option was granted and assumptions with respect to the volatility of the price of the underlying security and the risk-free rate of return. The grant date fair value of the Options granted in fiscal 2020 was \$0.037 for the options granted March 11, \$0.042 for the options granted May 13, and \$0.126 for the options granted October 1, and \$0.184 for the options granted in 2019. Calculating the value of options using this methodology is very different from a simple “in-the-money” value calculation. In fact, options that are out-of-the-money can still have a significant “grant date fair value” based on a Black-Scholes valuation, especially where, as in the case of the Company, the price of the share underlying the option is highly volatile. Accordingly, caution must be exercised in comparing grant date fair value amounts with cash compensation or an in-the-money option value calculation.
- (2) Ruben Padilla was appointed President and CEO on February 27, 2020 and as a Director on March 11, 2020. The compensation included for the fiscal year 2019 represents compensation paid to Dr. Padilla for the position of Vice President, Exploration and included in Dr. Padilla’s compensation is \$84,840 and \$33,200 for 2020 and 2019, relating to the value of 1,140,000 and 400,000 options granted in each of 2020 and 2019, respectively calculated as per (1) above.

- (3) Tom Obradovich was appointed Executive Chairman on February 27, 2020. The compensation included for the fiscal years 2020 and 2019 represent compensation paid to Mr. Obradovich for the position of President and CEO, a position he held until February 27, 2020. Included in Mr. Obradovich's compensation is \$45,790 and \$62,260 for 2020 and 2019, relating to the value of 540,000 and 750,000 options granted in 2020 and 2019, respectively, each calculated as per (1) above.
- (4) Kelso Cartwright was appointed CFO on June 19, 2020. The compensation included for the fiscal years 2020 and 2019 represent compensation paid to Mr. Cartwright for the position of CFO since his appointment on June 19, 2020 and as Controller for 2019 and for the first six months of 2020. Included in Mr. Cartwright's compensation is \$40,320 and \$12,450 for 2020 and 2019, relating to the value of 670,000 and 150,000 options granted in 2020 and 2019, respectively, each calculated as per (1) above.
- (5) Richard Godfrey resigned as CFO on September 13, 2018 and was re-appointed CFO on December 1, 2019 and resigned as CFO on June 19, 2020.
- (6) Andrew Malashewsky was appointed CFO on September 13, 2018 and resigned as CFO on December 1, 2019. Included in Mr. Malashewsky's compensation is \$14,800 and \$16,600 for 2020 and 2019 relating to the value of 400,000 and 200,000 options granted in 2020 and 2019 calculated as per (1) above.
- (7) Luis Arteaga was appointed Vice President, Exploration April 1, 2020. The compensation included for 2020 represents compensation paid to Mr. Arteaga since his appointment on April 1, 2020 and as a consultant prior to his appointment for the first four months of 2020 and during 2019. Included in Mr. Arteaga's compensation is \$61,320 and \$16,600 for 2020 and 2019, relating to the value of 820,000 and 200,000 options granted in 2020 and 2019, respectively, each calculated as per (1) above.
- (8) Included in Mr. Gilchrist's compensation is \$34,020 and \$33,200 for 2020 and 2019, relating to the value of 270,000 and 400,000 options granted in 2020 and 2019, each calculated as per (1) above.
- (9) Included in Mr. Harbort's compensation is \$28,980 and \$33,200 for 2020 and 2019, relating to the value of 230,000 and 400,000 options granted in each of 2020 and 2019, each calculated as per (1) above.
- (10) Jonathan Rubenstein was appointed as a director on January 15, 2020. Included in Mr. Rubenstein's compensation is \$47,480 for 2020 relating to the value of 830,000 options granted in 2020 and calculated as per (1) above.
- (11) Included in Mr. Tinajero's compensation is \$34,020 and \$24,900 for 2020 and 2019, relating to the value of 270,000 and 300,000 options granted in 2020 and 2019, each calculated as per (1) above.
- (12) Don Njegovn resigned as a director effective March 6, 2020. Included in Mr. Njegovan's compensation is \$24,900 for 2019 relating to the value of 300,000 options granted in 2019 calculated as per (1) above.

Stock Options and Other Compensation Securities

Set forth in the table below is a summary of all compensation securities granted or issued to each Named Executive Officer and directors of the Company during the fiscal year ended December 31, 2020.

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price	Closing Price of Security or Underlying Security on Date of Grant	Closing Price of Security or Underlying Security at Year End	Expiry Date
Ruben Padilla ⁽¹⁾ <i>Director, President and CEO</i>	Stock options	700,000	May13-20	\$0.10	\$0.08	\$0.35	May13-25
		400,000	Oct01-20	\$0.20	\$0.185		
Tom Obradovich ⁽²⁾ <i>Director and former President and CEO</i>	Stock options	250,000	May13-20	\$0.10	\$0.08	\$0.35	May13-25
		290,000	Oct01-20	\$0.20	\$0.185		
Kelso Cartwright ⁽³⁾ <i>CFO</i>	Stock options	350,000	May13-20	\$0.10	\$0.08	\$0.35	May13-25
		320,000	Oct01-20	\$0.20	\$0.185		
Richard Godfrey ⁽⁴⁾ <i>Former CFO</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Andrew Malashewsky ⁽⁵⁾ <i>Former CFO</i>	Stock options	400,000	Mar11-20	\$0.10	\$0.065	\$0.35	Dec31-20
Luis Arteaga ⁽⁶⁾ <i>Vice President, Exploration</i>	Stock options	500,000	May13-20	\$0.10	\$0.08	\$0.35	May13-25
		320,000	Oct01-20	\$0.20	\$0.185		
Brent Gilchrist ⁽⁷⁾ <i>Director</i>	Stock options	270,000	Oct01-20	\$0.20	\$0.185	\$0.35	Oct01-25
Terry Harbort ⁽⁸⁾ <i>Director and VP, Corporate Development</i>	Stock options	230,000	Oct01-20	\$0.20	\$0.185	\$0.35	Oct01-25
Jonathan Rubenstein ⁽⁹⁾ <i>Director</i>	Stock options	500,000	Mar11-20	\$0.10	\$0.065	\$0.35	May13-25
		230,000	Oct01-20	\$0.20	\$0.185		
Andres Tinajero ⁽¹⁰⁾ <i>Director</i>	Stock options	270,000	Oct01-20	\$0.20	\$0.185	\$0.35	Oct01-25
Donald Njegovan ⁽¹¹⁾ <i>Former Director</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) As of December 31, 2020, Mr. Padilla held an aggregate of 2,240,000 stock options.
- (2) As of December 31, 2020, Mr. Obradovich held an aggregate of 2,490,000 stock options.
- (3) As of December 31, 2020, Mr. Cartwright held an aggregate of 820,000 stock options.
- (4) As of December 31, 2020, Mr. Godfrey held Nil stock options.
- (5) As of December 31, 2020, Mr. Malashewsky held Nil stock options.
- (6) As of December 31, 2020, Mr. Arteaga held 1,370,000 stock options.
- (7) As of December 31, 2020, Mr. Gilchrist held an aggregate of 1,570,000 stock options.
- (8) As of December 31, 2020, Mr. Harbort held an aggregate of 1,730,000 stock options.
- (9) As of December 31, 2020, Mr. Rubenstein held an aggregate of 730,000 stock options.
- (10) As of December 31, 2020, Mr. Tinajero held an aggregate of 1,270,000 stock options.
- (11) As of December 31, 2020, Mr. Njegovan held an aggregate of 200,000 stock options.

Exercise of Compensation Securities by Directors and Named Executive Officers

Set forth below is a summary of all compensation securities exercised by Named Executive Officers and directors of the Company during the fiscal year ended December 31, 2020.

Name and Position	Type of Compensation Security	Number of Underlying Securities Exercised	Exercise Price per Security	Date of Exercise	Closing Price per Security on Date of Exercise	Difference between Exercise Price and Closing Price on Date of Exercise	Total Value on Exercise Date
Ruben Padilla <i>Director, President and CEO</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tom Obradovich <i>Director and former President and CEO</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Kelso Cartwright <i>CFO</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Richard Godfrey <i>Chief Financial Officer</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Andrew Malashewsky <i>Former CFO</i>	Stock Option	400,000 400,000	\$0.10 \$0.15	Dec21-20 Dec21-20	\$0.32 \$0.32	\$0.22 \$0.17	\$88,000 \$68,000
Brent Gilchrist <i>Director</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Terry Harbort <i>Director and VP, Corporate Development</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Jonathan Rubenstein <i>Director</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Andres Tinajero <i>Director</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Donald Njegovan <i>Former Director</i>	Stock Option	300,000 500,000	\$0.15 \$0.17	Dec22-20 Dec29-20	\$0.37 \$0.37	\$0.22 \$0.20	\$66,000 \$100,000

For further details on the stock option plan of the Company (the “**Plan**”), please refer to “Summary of Stock Option Plan” below.

Named Executive Officer Employment and Consulting Agreements

Ruben Padilla

Ruben Padilla, the Company’s CEO and former Vice President, Exploration, is paid an annual base salary of \$220,000 in accordance with an Employment Agreement entered into between the Company and Mr. Padilla effective March 31, 2020 and amended January 1, 2021. Mr. Padilla’s Employment Agreement includes a non-competition clause and provides for a termination payout equal to half the sum of the annual base salary and all earned and unpaid performance bonuses paid to Mr. Padilla in the year immediately preceding termination and in the event of a change of control, a termination payout equal to two times the sum of the annual base salary and all performance bonuses paid to Mr. Padilla in the complete fiscal year prior to the change of control.

Kelso Cartwright

Kelso Cartwright, the Company's CFO, is paid monthly fee \$7,000 in accordance with a Consulting Agreement entered into between the Company and Mr. Cartwright effective June 17, 2020. Mr. Cartwright's Consulting Agreement provides for a termination payout equal to half the sum of the monthly fees paid and unpaid performance bonuses paid to Mr. Cartwright in the year immediately preceding termination and in the event of a change of control, a termination payout equal to the sum of all monthly fees and all performance bonuses paid to Mr. Cartwright in the complete fiscal year prior to the change of control.

Luis Arteaga

Luis Arteaga, the Company's Vice President Exploration, is paid an annual base salary of \$150,000 in accordance with an Employment Agreement entered into between the Company and Mr. Arteaga effective April 1, 2020. Mr. Arteaga's Employment Agreement includes a non-competition clause and provides for a termination payout equal to half the sum of the annual base salary and all earned and unpaid performance bonuses paid to Mr. Arteaga in the year immediately preceding termination and in the event of a change of control, a termination payout equal to the sum of the annual base salary and all performance bonuses paid to Mr. Arteaga in the complete fiscal year prior to the change of control.

Other than outlined above, the Company has no other arrangements that provide for payments to its Named Executive Officers.

COMPENSATION DISCUSSION AND ANALYSIS

The Company's approach to executive compensation has been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. The Company attempts to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of the Company.

The Company's compensation arrangements for the Named Executive Officers may, in addition to salary, include compensation in the form of bonuses and, over a longer term, benefits arising from the grant of stock options. Given the stage of development of the Company, compensation of the Named Executive Officers currently emphasizes option awards with a reduced reliance on base salaries and bonuses. This policy may be re-evaluated in the future depending upon the future development of the Company and other factors which may be considered relevant by the board of directors (the "**Board**") from time to time.

The Company's Compensation and Nominating Committee (the "**CGN Committee**") establishes and reviews the Company's overall compensation philosophy and its general compensation policies with respect to executive officers, including the corporate goals and objectives and the annual performance objectives relevant to such officers. The Compensation and Nominating Committee evaluates each officer's performance in light these goals and objectives and, based on its evaluation, determines and makes recommendations to the Board with respect to the salary, bonus, options and other benefits for such officers. In determining compensation matters, the CGN Committee and the Board may consider a number of factors, including the Company's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and other factors it considers relevant. The current overall objective of the Company's compensation strategy is to reward management for their efforts, while seeking to conserve cash given current market conditions. With respect to any bonuses or incentive plan grants which may be awarded to executive officers in the future, the Company has not currently set any objective criteria and will instead rely upon any recommendations and discussion at the Board level with respect to the above-noted considerations and any other matters which the Board may consider relevant on a going-forward basis, including the cash position of the Company.

Any existing options held by the Named Executive Officers at the time of subsequent option grants are taken into consideration in determining the quantum or terms of any such subsequent option grants. Options have been granted to directors, management, employees and certain service providers as long-term incentives to align the individual's interests with those of the Company. The size of the option awards is in

proportion to the deemed ability of the individual to make an impact on the Company's success. See "Summary of Stock Option Plan" below.

COMPENSATION OF DIRECTORS

The Board is responsible for reviewing the compensation of directors to ensure that the compensation realistically reflects the responsibilities and risks involved in being an effective director. The Board has established a cash compensation program for its non-executive directors with respect to general directors' duties, meeting attendance or for additional service on sub-committees of the Board. Effective October 1, 2020, at the recommendation of the CGN Committee, each director of the Company that is not also an executive officer is paid \$30,000 per year in quarterly installments, with the Chair of the Audit Committee receiving an additional \$10,000 per year and the Chair of the CGN Committee receiving an additional \$7,000 per year.

In addition to cash compensation, Directors are eligible to participate in the Company's Stock Option Plan. As of December 31, 2020, the Company had an aggregate of 15,400,000 outstanding options, of which 10,030,000 were issued to directors. See "Summary of Stock Option Plan".

Directors may also be compensated for services provided to the Company as consultants or experts on the same basis and at the same rate as would be payable if such services were provided by a third party, arm's length service provider. No such services were provided to the Company by any of its directors other than Named Executive Officers during fiscal 2020.

AUDIT COMMITTEE

Multilateral Instrument 52-110 - *Audit Committees* ("MI 52-110") requires the Company to disclose annually in its management information circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

Audit Committee Charter

The Company's audit committee is governed by an audit committee charter, the text of which is attached as Schedule "A" to this Information Circular.

Composition of the Audit Committee

The Company's audit committee is comprised of Messrs. Tinajero, Harbort and Rubenstein. Each member of the audit committee is considered to be "independent", as defined in NI 52-110, other than Mr. Harbort who is not considered independent by virtue of his role as an executive officer of the Company. Each member of the audit committee is also considered to be "financially literate" which includes the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues of the Company.

Relevant Education and Experience

Andres Tinajero (Chair)

Mr. Tinajero has over 20 years of business experience, having supported a broad range of industries, including mining, manufacturing and technology. During the same period, he has served as CFO and Vice President of Finance of several medium sized public companies across Canada. He holds a degree in Business Administration and an MBA, and also is a member of the Chartered Professional Accountants Canada, the Certified Practicing Accountants of Australia and he is a Certified member of the Institute of Corporate Directors.

Terry Harbort

Dr. Harbort is a professional economic geologist with 24 years of multi-continent experience in mineral exploration. In 2010, Dr. Harbort co-founded and is the current Vice President, Exploration of Talisker Exploration Services Inc., a private exploration management company providing international exploration consulting in M & A, exploration strategy, project evaluation, target generation and exploration program design. Mr. Harbort is the President and CEO of Talisker Resources Ltd., a TSX listed company.

Jonathan Rubenstein

Mr. Rubenstein has over 38 years experience in the mining industry having served on numerous junior and senior company boards and through active engagement in the strategic, commercial, governance and government aspects affecting acquisitions, financings, exploration, permitting and development of several world class mining projects. In addition to being directly involved with asset acquisitions, joint venture agreements, and other deals involving governments, regulators, banks, contract negotiation, litigation and arbitration, and regulatory compliance management, he has also played key roles on special committees during M&A transactions that have totaled several billions of dollars in value. Mr. Rubenstein is a member of the Institute of Corporate Directors and is an Accredited Director with the ICOSA, Canada. He is currently active as a professional director on the boards of Roxgold Inc. and GR Silver Mining Ltd. Mr. Rubenstein holds a B.A. from Oakland University, Rochester, Michigan, and a LLB from University of British Columbia.

Pre-Approval Policies and Procedures

The audit committee shall pre-approve all audit and non-audit services not prohibited by law to be provided by the independent auditors of the Company.

Audit Fees

The following chart summarizes the aggregate fees billed by the external auditors of the Company for professional services rendered to the Company for audit and non-audit related services for the fiscal years ended December 31, 2020 and 2019:

Type of Work	Fiscal Year Ended December 31, 2020	Fiscal Year Ended December 31, 2019
Audit fees ⁽¹⁾	\$85,000	\$50,000
Audit-related fees ⁽²⁾	\$17,000	\$13,000
Tax advisory fees ⁽³⁾	\$14,445	Nil
All other fees	Nil	\$2,406
Total	\$116,445	\$65,406

Notes:

- (1) Aggregate fees billed for the Company's annual financial statements and services normally provided by the auditor in connection with the Company's statutory and regulatory filings.
- (2) Aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and are not reported as "Audit fees", including: assistance with aspects of tax accounting, attest services not required by state or regulation and consultation regarding financial accounting and reporting standards.
- (3) Aggregate fees billed for tax compliance, advice, planning and assistance with tax for specific transactions.

Exemption

The Company is relying on the exemption provided by section 6.1 of MI 52-110 which provides that the Company, as a "venture issuer", is not required to comply with Part 3 (*Composition of the Audit Committee*) or Part 5 (*Reporting Obligations*) of MI 52-110.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Set forth below is a summary of securities issued and issuable under all equity compensation plans of the Company as at December 31, 2020. See also “Summary of Stock Option Plan”.

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by securityholders	16,250,000	\$0.18	6,725,669
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	16,250,000	\$0.18	6,725,669

SUMMARY OF STOCK OPTION PLAN

The Company has adopted the Plan to provide for stock option grants to its service providers from time to time. Up to such number of Common Shares as is equal to 10% of the aggregate number of issued and outstanding Common Shares from time to time may be reserved for issue upon the exercise of options granted pursuant to the Plan.

The purpose of the Plan is to attract, retain and motivate directors, officers, employees and other service providers by providing them with the opportunity, through share options, to acquire a proprietary interest in the Company and benefit from its growth.

The options are non-assignable and may be granted for a term not exceeding five years. Options may be granted under the Plan only to directors, officers, employees and other service providers 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 total number of Common Shares which may be reserved for issuance to any one individual under the Plan within any one-year period shall not exceed 5% of the outstanding issue. The maximum number of Common Shares which may be reserved for issuance to insiders under the Plan, any other employer stock option plans or options for services, shall be 10% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The maximum number of options which may be granted to insiders under the Plan, together with any other previously established or proposed share compensation arrangements, within any one-year period shall be 10% of the outstanding issue.

The maximum number of stock options which may be granted to any one consultant under the Plan, any other employer stock options plans or options for services, within any 12-month period, must not exceed 2% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The maximum number of stock options which may be granted to any persons performing investor relations services under the Plan, any other employer stock options plans or options for services, within any 12-month period must not exceed, in the aggregate, 2% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis).

The exercise price of options issued may not be less than the “market price” (as defined in the Plan) of the Common Shares at the time the option is granted, less any allowable discounts in accordance with the policies of the TSXV.

At the Meeting, shareholders will be asked to consider and, if deemed fit, confirm the Plan. See “Particulars of Matters to be Acted Upon – Confirmation of Option Plan”.

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

National Policy 58-201 of the Canadian Securities Administrators has set out a series of guidelines for effective corporate governance (the “**Guidelines**”). The Guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees and the effectiveness and education of board members. NI 58-101 requires the disclosure by each listed corporation of its approach to corporate governance with reference to the Guidelines as it is recognized that the unique characteristics of individual corporations will result in varying degrees of compliance.

Set out below is a description of the Company’s approach to corporate governance in relation to the Guidelines.

The Board of Directors

NI 58-101 defines an “independent director” as a director who has no direct or indirect material relationship with the Company. A “material relationship” is in turn defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with such member’s independent judgement. The Board is currently comprised of seven members, five of whom are considered “independent directors” within the meaning of NI 58-101.

As at June 10, 2021, Messrs. Padilla and Harbort are not considered independent directors as they also serve as executive officers of the Company. Messrs. Gilchrist, Obradovich, Quiroz, Rubenstein and Tinajero are each considered independent directors since they are independent of management and free from any material relationship with the Company. The basis for this determination is that, since the beginning of the fiscal year ended December 31, 2020, none of Messrs. Gilchrist, Obradovich, Quiroz, Rubenstein nor Tinajero has worked for the Company, received material remuneration from the Company or had material contracts with or material interests in the Company which could interfere with his ability to act with a view to the best interests of the Company. The Board believes that it functions independently of management. During the year ended December 31, 2020, the Board held three Board meetings and all members of the Board were in attendance at each meeting. The members of the Audit Committee and the CGN Committee held four and three meetings, respectively with all members of each committee present at each meeting. In-camera meetings of the independent directors were held after each Board meeting and Audit Committee meeting.

Directorships

The table below sets out the Company’s directors that currently also serve as directors of other reporting issuers (or equivalent).

Director	Other Reporting Issuer(s)
Brent Gilchrist	Talisker Resources Ltd.
Terence Harbort	Millennial Precious Metals Corp., Talisker Resources Ltd., TDG Gold Corp.
Tom Obradovich	Conquest Resources Ltd., Sanatana Resources.Inc.
Ruben Padilla	Minera Alamos Inc, Millennial Precious Metals Corp.
Francisco Quiroz	None
Jonathan Rubenstein	GR Silver Mining Ltd., Roxgold Inc.
Andres Tinajero	Millennial Precious Metals Corp., Talisker Resources Ltd.

Orientation and Continuing Education

While the Company currently has no formal orientation and education program for new Board members, sufficient information (such as recent financial statements, proxy solicitation materials, technical reports and various other operating, property and budget reports as well as governance policies) is provided to any new Board member to ensure that new directors are familiarized with the Company’s business and the

procedures of the Board. In addition, new directors are encouraged to visit and meet with management on a regular basis. The Company also encourages continuing education of its directors and officers where appropriate in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Company.

Ethical Business

Given the small size of the Board and stage of development of the Company, the Board has determined that the fiduciary obligations placed on directors pursuant to applicable corporate laws are effective in ensuring ethical business conduct on the part of its directors.

Nomination of Directors

The Company formed a CGN Committee consisting of Messrs. Gilchrist, Rubenstein and Tinajero who are all independent directors. The CGN Committee is responsible for identifying individuals qualified to become new directors and recommending to the Board new director nominees for the next annual meeting of shareholders. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, show support for the Company's mission and strategic objectives, and a willingness to serve.

While there are no specific criteria for Board membership, the Company attempts to attract and maintain directors with business knowledge and a particular knowledge of mineral exploration and development or other areas (such as finance) which provide knowledge which would assist in guiding the officers of the Company. As such, nominations tend to be the result of recruitment efforts by management of the Company and discussions among the directors prior to the consideration of the Board as a whole.

Compensation

The CGN Committee is responsible for reviewing the compensation paid for executive officers of companies of similar business, size and stage of development and determining an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Company. See also "Compensation Discussion and Analysis".

The CGN Committee also reviews the adequacy and form of compensation of the Company's directors, with a view to ensuring it realistically reflects the responsibilities and risks involved in being a director of the Company.

Assessments

The CGN Committee monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees.

Other Board Committees

Other than the Audit Committee and the CGN Committee described above, there are no other sub committees of the Board.

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

Except as otherwise disclosed in this Information Circular, none of the directors or executive officers of the Company, no nominee for election as a director of the Company ("**Nominee**"), none of the persons who have been directors or executive officers of the Company since the commencement of the Company's last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter of business to be acted upon at the Meeting, other than the confirmation of the existing stock option plan for

the Company in connection with which the directors and executive officers of the Company may continue to hold stock options and/or may be entitled to receive stock option grants in the future, all in accordance with the terms thereof. See “Particulars of Matters to be Acted Upon – Confirmation of Option Plan”.

CEASE TRADE ORDERS OR BANKRUPTCIES

No director or officer of the Company:

1. is, as at the date hereof, or has been, within 10 years before the date hereof, a director or executive officer of any company that,
 - a. while that person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation (each, an “**Order**”), for a period of more than 30 consecutive days; or
 - b. was subject to an Order that was issued, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of such Order, that resulted from an event that occurred while that person was acting as director or executive officer of that company;
2. has, within the 10 years before the date hereof, 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;
3. is, as at the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
4. has been subject to:
 - a. any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority; or
 - b. 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.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS TO THE COMPANY

No individual who is, or at any time during the most recently completed financial year of the Company was, a director, executive officer, employee or former director, executive officer or employee of the Company, a Nominee, or any of their associates, is indebted to the Company or any subsidiary of the Company as of June 10, 2021 or was so indebted at any time during the last completed fiscal year of the Company, nor have any such individuals been or are they currently indebted to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement provided by the Company or any subsidiary of the Company.

DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

The Company maintains liability insurance for the directors and officers of the Company. The Company's policy of insurance is currently in effect until March 2, 2022. An annual premium of \$28,800 has been paid by the Company. No portion of the premium is directly paid by any of the directors or officers of the Company. The aggregate insurance coverage under the policy for both directors and officers is limited to \$10,000,000 with a \$50,000 deductible (which is paid by the Company). No claims have been made or paid to date under such policy.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth below, no director, executive officer, shareholder beneficially owning or exercising control or direction over (directly or indirectly) more than 10% of the Common Shares, or Nominee, and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the beginning of the Company's last completed fiscal year or in any proposed transaction which, in either such case, has materially affected or will materially affect the Company.

Effective April 18, 2019, the Company disposed of its mineral properties located in the Province of British Columbia and certain related assets (the "**B.C. Properties**") to Talisker Resources Ltd. ("**Talisker**", formerly "Eurocontrol Technics Group Inc.") (the "**Transaction**").

Pursuant to the terms of the Transaction, the Company received from Talisker as consideration for the sale of the B.C. Properties: (i) the sum of \$500,000, (ii) 30,000,000 common shares of Talisker (the "**Consideration Shares**"), and (iii) a 1.0% net smelter return royalty on each of the B.C. Properties, with Talisker assuming certain liabilities relating to the B.C. Properties, all in accordance with the terms and conditions of the Transaction. The Transaction was a "non-arm's length" transaction between the parties within the meaning of the policies of the TSXV due to the fact that Mr. Tinajero served as Chief Financial Officer of Talisker and as an independent director of the Company. Mr. Tinajero owns 2,947,789 common shares of Talisker representing 1.15% of all issued and outstanding common shares of Talisker as of the date hereof, and owns 900,000 Common Shares of the Company representing 0.39% of all issued and outstanding Common Shares as of the date hereof. For further details on the Transaction, please refer to the joint press releases of the Company and Talisker dated January 25 and March 22, 2019 available on SEDAR at www.sedar.com. The Consideration Shares were distributed pro rata to shareholders pursuant to a special resolution approving the reduction in stated capital of the Company passed by the Shareholders of the Company at the Annual and Special Meeting held June 26, 2019.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Financial Statements

The shareholders will receive and consider the audited consolidated financial statements of the Company for the fiscal year ended December 31, 2020 together with the auditor's report thereon.

2. Election of Directors

The Board currently consists of seven directors. At the Meeting, shareholders will be invited to elect seven directors. Each director holds office until the next annual meeting or until his or her successor is duly elected or appointed unless his or her office is earlier vacated in accordance with the Company's by-laws. On any ballot that may be called for in the election of directors, the persons named in the enclosed form of proxy intend to cast the votes to which the Common Shares represented by such proxy are entitled for each of the proposed Nominees whose names are set forth below, unless the shareholder who has given such proxy has directed that the Common Shares be otherwise voted or withheld from voting in respect of the election of any such Nominees. Management does not contemplate that any of the Nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for other Nominees at their discretion.

The following table sets out the name of each of the Nominees, all positions and offices in the Company held by each of them, the principal occupation or employment of each of them for the past five years, the year in which each was first elected a director of the Company and the approximate number of Common Shares that each has advised are beneficially owned or subject to his or her control or direction (directly or indirectly):

Name and Province of Residence	Position	Principal Occupation	Director Since	Number of Common Shares Held or Controlled ⁽¹⁾
Tom Obradovich Ontario, Canada	Chairman	Former President and CEO, Sable Resources Ltd. since 2016; Director, Sanatana Resources Inc. since April 2021, Conquest Resources Ltd. since October 2020; former Director, Talisker Resources Ltd. (April 2019 to November 2020), Barkerville Gold Mines Ltd. (April 2015 to November 2019) and Dalradian Resources Inc. (May 2011 to September 2018).	2016	4,396,000
Brent Gilchrist ⁽³⁾ British Columbia, Canada	Director	Mr. Gilchrist is an accomplished finance executive with extensive experience in private and public investments. He is the President of JDS Resources Inc., the JDS Group of Companies' venture capital and private equity arm responsible for investment management, acquisitions, and project financing for JDS Group of Companies opportunities. Mr. Gilchrist was the President and Co-founder of JDS Silver Inc., the owner, developer and operator of the Silvertip Mine located in Northern British Columbia. Brent managed the sale transaction of JDS Silver to Coeur Mining in November 2017. Mr. Gilchrist has been a director of Talisker Resources Ltd. since April 2019.	2016	6,368,333

Name and Province of Residence	Position	Principal Occupation	Director Since	Number of Common Shares Held or Controlled ⁽¹⁾
Terence Harbort ⁽²⁾ Ontario, Canada	Director and VP, Corporate Development	Vice President, Corporate Development of the Company since March 2017; President and CEO, Talisker Resources Ltd. since April 2019; Co-Founder and Vice President, Exploration, Talisker Exploration Services Inc., a private exploration management company providing international exploration consulting in M&A and exploration strategy, project evaluation, target generation and exploration program design since December 2010; Director, TDG Gold Corp. since December 2020 and Millennial Precious Metals Corp. since April 2021; former Chief Geoscientist, Barkerville Gold Mines Ltd. (September 2015 to November 2019); and former Director, IDM Mining Ltd. (October 2017 to March 2019).	2017	6,067,334
Ruben Padilla Arizona, USA	Director, President & CEO	President & CEO of the Company since February 2020; former Vice President, Exploration of the Company from July 2017 to February 2020; Chief Geologist, Talisker Exploration Services Inc., a private exploration management company providing international exploration consulting in M&A and exploration strategy, project evaluation, target generation and exploration program design since January 2010; Director, Director, Minera Alamos Inc. since June 2017 and Millennial Precious Metals Corp. since April 2021; former Director, Unigold Inc. (September 2015 to October 2020) and; former Vice President, Exploration, Talisker Resources Ltd. (April 2019 to February 2020).	2020	4,371,667
Francisco Quiroz Sonora, Mexico	Director	Mr. Quiroz is the current President of Sapuchi Minera (since September 2020), a subsidiary of Osisko Development Corp.. He has extensive experience in mineral exploration and the mining industry gained through senior positions at BHP Billiton Ltd., Fresnillo Plc, Hochschild Mining Plc among other major and junior companies.	2021	Nil
Jonathan Rubenstein ⁽²⁾⁽³⁾ Vancouver, Canada	Director	Director, Roxgold Inc. since September 2012 and GR Silver Mining Ltd. since September 2020; former Chairman, MAG Silver Corp. (February 2007 to June 2020); former Director, Eldorado Gold Corporation (2009 to 2018), Dalradian Resources Inc. (2013 to 2018), Detour Gold Corporation (2009 to 2018) and New Oroperu Resources Inc. (2020 to 2021).	2020	50,000

Name and Province of Residence	Position	Principal Occupation	Director Since	Number of Common Shares Held or Controlled ⁽¹⁾
Andres Tinajero ⁽²⁾⁽³⁾ Ontario, Canada	Director	Chief Financial Officer, Talisker Resources Ltd. (formerly Eurocontrol Technics Group Inc.) since August 2012; Director, Millennial Precious Metals Corp. since April 2021; former Director, Nutritional High International Inc. (April 2017 to November 2019); and former CFO, Barkerville Gold Mines Ltd. (July 2015 to November 2019) and Kerr Mines Inc. (December 2013 to August 2015).	2017	900,000

Notes:

- (1) The information as to Common Shares beneficially owned (directly or indirectly) or over which the Nominees exercise control or direction not being within the knowledge of the Company has been furnished by the respective Nominees individually.
- (2) Member of the Audit Committee of the Company.
- (3) Member of the CGN Committee of the Company.

The management representatives named in the attached form of proxy intend to vote the Common Shares represented by such proxy in favour of the election of the Nominees set forth in this Information Circular unless a shareholder specifies in the proxy that his or her Common Shares are to be withheld from voting in respect of such resolution.

3. Appointment of Auditors

The directors propose to nominate BDO Canada LLP, the present auditors, as the auditors of the Company to hold office until the close of the next annual meeting of shareholders. BDO Canada LLP were first appointed auditors effective December 12, 2017.

In the past, the directors have negotiated with the auditors of the Company on an arm's length basis in determining the fees to be paid to the auditors. Such fees have been based on the complexity of the matters in question and the time incurred by the auditors. The directors believe that the fees negotiated in the past with the auditors of the Company were reasonable and, in the circumstances, would be comparable to fees charged by other auditors providing similar services.

In order to appoint BDO Canada LLP as auditors of the Company to hold office until the close of the next annual meeting, and authorize the directors to fix the remuneration thereof, a majority of the votes cast at the Meeting must be voted in favour thereof.

The management representatives named in the attached form of proxy intend to vote in favour of the appointment of BDO Canada LLP as auditors of the Company and in favour of authorizing the directors to fix the remuneration of the auditors, unless a shareholder specifies in the proxy that his or her Common Shares are to be withheld from voting in respect of the appointment of auditors and the fixing of their remuneration.

4. Confirmation of Option Plan

The shareholders of the Company most recently approved the Plan on June 24, 2020. Options may be granted in respect of authorized and unissued Common Shares, provided that the aggregate number of Common Shares reserved for issuance upon the exercise of all options granted under the Plan shall not exceed 10% of the total number of Common Shares issued and outstanding from time to time. Underlying Common Shares in respect of which options are not exercised because the relevant options expire or are cancelled, shall be available for issue upon the exercise of subsequent grants of options. An aggregate of 15,400,000 Common Shares (representing approximately 6.6.9% of the issued and outstanding Common Shares as of June 10, 2021) are currently reserved for issuance pursuant to options granted under the Plan and the Company may grant an additional 7,969,813 options under the Plan (representing approximately

3.4% of the issued and outstanding Common Shares as of June 10, 2021). See also “Summary of Stock Option Plan” above.

Due to the fact that the Plan is a “rolling” stock option plan, the regulations of the TSXV mandate that the Company seek shareholder confirmation of the Plan annually. The Plan resolution will be approved upon the affirmative vote of a majority of the votes cast at the Meeting, excluding votes attaching to Common Shares held by any insiders of the Company (“**Disinterested Shareholders**”) entitled to receive a benefit under the Plan. As of June 10, 2021, to the knowledge of the Company, such insiders hold an aggregate of approximately 12,770,000 Common Shares.

If the Plan resolution is approved, (i) the 15,400,000 options currently outstanding under the Plan will remain outstanding, without amendment to their terms; and (ii) the Company will be able to issue up to an additional 7,969,813 options (representing approximately 3.4% of the issued and outstanding Common Shares as of the date hereof) under the Plan (as calculated based upon 10% of the 233,698,132 Common Shares issued and outstanding as of the date hereof, less the number of options previously granted which are to remain outstanding under the Plan). If the Stock Option Plan Resolutions are not approved, (i) the 15,400,000 options currently outstanding under the Plan will remain outstanding under the Plan, without amendment to their terms; (ii) the Plan will convert to a fixed plan based upon 10% of the number of issued and outstanding Common Shares as of the date of the Meeting; and (iii) the Company will be able to issue an additional 7,969,813 options under the Plan.

At the Meeting, Disinterested Shareholders of the Company will be asked to authorize and approve the following resolution:

“BE IT RESOLVED THAT the Plan of the Company approved by the shareholders of the Company on July 15, 2021, and the reservation for issuance thereunder of up to 10% of the aggregate number of Common Shares of the Company as are issued and outstanding from time to time, is hereby approved, ratified and confirmed;

The Board has concluded that the Plan is in the best interest of the Company and its shareholders. Accordingly, the Board recommends that shareholders vote in favour of the Plan resolution. **Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote IN FAVOUR OF the approval of the Plan Resolution.**

5. **Approval of Restricted Share Unit Plan**

Subject to receipt of the requisite approvals of the TSXV and the Shareholders, the Board intends to adopt a restricted share unit plan (the “**RSU Plan**”), a copy of which is attached hereto as Schedule “B”. The purpose of the RSU Plan is to advance the interests of the Company and its subsidiaries by: (i) assisting the Company and its subsidiaries in attracting and retaining individuals with experience and ability; (ii) allowing certain directors, officers, employees and consultants of the Company and its subsidiaries to participate in the long term success of the Company; and (iii) promoting a greater alignment of interests between the employees designated under the RSU Plan (“**RSUP Participants**”) and the Shareholders.

The following is a summary of the principal terms of the RSU Plan, which is qualified in its entirety by reference to the full text of the RSU Plan attached hereto as Schedule “B”:

- The maximum number of Common Shares made available for issuance from treasury under the RSU Plan, subject to certain adjustments described in the RSU Plan, shall not exceed 5,000,000 Common Shares (representing approximately 2% of the total issued and outstanding Common Shares as of the Record Date on an undiluted basis). The number of Common Shares reserved for issuance from treasury under the RSU Plan and pursuant to all other security-based compensation arrangements of the Company and its subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding.
- RSUP Participants are designated by the Board, or the CGN Committee if authorized by the Board, to oversee the RSU Plan, at the sole discretion and upon recommendation from the President and/or Chief Executive Officer. Persons providing investor relations activities are not eligible to participate in the RSU

Plan. Restricted share units ("**RSUs**") are granted to RSUP Participants at the discretion of the Board (or the CGN Committee, as applicable).

- The grant of RSUs under the RSU Plan is subject to a number of restrictions including but not limited to:
 - the aggregate number of Common Shares which may be reserved for issuance to "insiders" (as defined in the *Securities Act* (British Columbia)) under the RSU Plan and all other security-based compensation arrangements of the Company and its subsidiaries shall not, in the aggregate, exceed 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis; and
 - during any one-year period, the Company shall not issue to "insiders" (as defined in the *Securities Act* (British Columbia)), under the RSU Plan and all other security-based compensation arrangements of the Company and its subsidiaries, in the aggregate, a number of Common Shares exceeding 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis.
- Whenever cash or other dividends are paid on Common Shares, additional RSUs will be automatically granted to each RSUP Participant who holds RSUs on the Record Date for such dividends. The number of such RSUs (rounded to the nearest whole RSU) to be credited to such RSUP Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such RSUP Participant if his or her RSUs as of the Record Date for the dividend had been Common Shares, is divided by (ii) the Market Value (as defined in the RSU Plan) of the Common Shares as of the date on which the dividend is paid on the Common Shares. RSUs granted to a RSUP Participant by reason of cash or other dividends paid on Common Shares are subject to the same vesting conditions (time and performance, as applicable) as the RSUs to which they relate.
- Vesting and settlement provisions under the RSU Plan are as follows:
 - Subject to the discretion of the Board (or the CGN Committee, as applicable), RSUs will vest in their entirety over three years (one-third on each of the first, second and third anniversary of the date an RSU is awarded);
 - The RSUs may vest according to time and/or performance vesting conditions. The RSUs that are subject to the time vesting condition shall be deemed to have been 100% satisfied if the RSUP Participant is employed (or engaged for services or appointed to the Board, as applicable) by the Company and/or a subsidiary on the date specified in the Participation Agreement (as defined in the RSU Plan). The RSUs that are subject to the performance vesting condition(s) (as applicable) shall also vest on the date specified in the Participation Agreement, provided that such number of vested RSUs shall be multiplied by the performance percentage determined by the Board (or the CGN Committee, as applicable), all in accordance with the Participation Agreement;
 - Upon a Change of Control (as defined in the RSU Plan), all outstanding RSUs shall vest, irrespective of any performance vesting conditions; and
 - Following the vesting date, the RSUP Participant (or his or her successor), provided that he or she still qualifies as a RSUP Participant on such date, shall be entitled to elect to receive (subject to the Board's (or the CGN Committee's) discretion to select the form) a payout with respect to the vested RSUs in the form of (i) Common Shares issued from treasury; (ii) a lump sum payment in cash; or (iii) any combination of the foregoing.
- RSUs will be adjusted to reflect changes affecting the Common Shares as a result of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off or other distribution (other than normal cash dividends) of the Company's assets to Shareholders or any other change affecting the Common Shares.
- If a RSUP Participant ceases to be an employee or a consultant of the Company as a result of termination for cause, or as a result of a voluntary resignation, all of the RSUP Participant's outstanding RSUs will be terminated.

- If a RSUP Participant ceases to be an employee, a director or a consultant of the Company or a subsidiary as a result of death, termination not for cause, termination of services, retirement or Long-Term Disability (as defined in the RSU Plan), the time vesting component of RSUs will be subject to the following considerations:
 - In the event the RSUP Participant is not entitled to a Benefits Extension Period (as defined in the RSU Plan), then the time vesting component of each RSU grant will be *pro-rated* based on the number of days actually worked from the date of grant of such RSUs until the date of death, termination not for cause, termination of services, retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such RSU grant; and
 - In the event the RSUP Participant is entitled to a Benefits Extension Period (as defined in the RSU Plan), then the time vesting component of each RSU grant will be *pro-rated* based on the sum of (i) the number of days actually worked from the date of grant up until the date of death, termination not for cause, termination of services, retirement or Long-Term Disability, and (ii) the number of days included in the Benefits Extension Period, over the number of days in the original vesting schedule in relation to such grant.
- If a RSUP Participant ceases to be an employee of the Company or a subsidiary as a result of death, termination not for cause, retirement or Long-Term Disability, the performance vesting component of RSUs will be subject to the following considerations:
 - In the event the RSUP Participant is not entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be *pro-rated* based on the number of days actually worked from the date of grant until the date of death, termination not for cause, termination of services, retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such grant; the number of vested RSUs resulting from such *pro-rated* calculation will be multiplied by the performance percentage determined by the Board (or the CGN Committee, as applicable); and
 - In the event the RSUP Participant is entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be *pro-rated* based on the sum of (i) the number of days actually worked from the date of grant up until the date of death, termination not for cause, termination of services, retirement or Long-Term Disability, and (ii) the number of days included in the Benefits Extension Period, over the number of days of the original vesting schedule set forth in relation to such grant.
- A voluntary resignation will be considered as retirement if the RSUP Participant is an employee or consultant and has reached normal retirement age under the Company's benefit plans or policies, and if the RSUP Participant is a director and has resigned from the Board or did not stand for re-election as a director, unless the Board (or the CGN Committee, as applicable) decides otherwise at its sole discretion.
- Except as otherwise expressly provided for under the RSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of an RSUP Participant is assignable or transferable.
- The Board (or the CGN Committee, as applicable) may from time to time amend, suspend or terminate the RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with the RSU Plan. If any such amendment, suspension or termination will materially or adversely affect the rights of a RSUP Participant with respect to RSUs credited to such RSUP Participant, the written consent of such RSUP Participant to such amendment, suspension or termination shall be obtained. However, a RSUP Participant's written consent to an amendment, suspension or termination materially or adversely affecting his or her rights with respect to any credited RSUs will not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Company are listed.
- If the Board (or the CGN Committee, as applicable) terminates the RSU Plan, RSUs previously credited to RSUP Participants will remain outstanding and in effect and be settled in due course in accordance with the terms of the RSU Plan.

The Disinterested Shareholders of the Company will be asked at the Meeting to authorize and approve the following resolution:

“BE IT RESOLVED THAT the RSU Plan of the Company as described in the Management Information Circular dated June 10, 2021 and attached as Schedule “B”, be and it is hereby approved.”

In accordance with the policies of the TSXV, the RSU Plan must be approved by the majority of votes cast by Disinterested Shareholders at the Meeting on the resolution.

The Board has concluded that the RSU Plan is in the best interest of the Company and its shareholders. Accordingly, the Board recommends that shareholders vote in favour of the RSU Plan resolution. **Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote IN FAVOUR OF the approval of the RSU Plan Resolution.**

ADDITIONAL INFORMATION

Financial information is provided in the audited financial statements of the Company for the year ended December 31, 2020 and in the related management discussion and analysis and filed at www.sedar.com. Additional information relating to the Company is available on SEDAR at www.sedar.com and is available upon request from the Company’s Secretary, Charlotte May at 416-471-3366 or via email at charlotte.may@sableresources.com. To request copies of the Company’s financial statements and management’s discussion and analysis, Shareholders may also contact the Company at its principal office address at 999 West Hastings Street, Suite 900, Vancouver, British Columbia V6C 2W2. Copies of documents will be provided free of charge to security holders of the Company.

APPROVAL

The contents and the sending of this Information Circular have been approved by the directors of the Company.

DATED: June 10, 2021.

(Signed) “Thomas Obradovich”

Thomas Obradovich
Chairman

SCHEDULE A
SABLE RESOURCES LIMITED
CHARTER OF THE AUDIT COMMITTEE

This Charter has been adopted by the Board in order to comply with the Multilateral Instrument 52-110 and to more properly define the role of the Audit Committee (the "Committee") in the oversight of the financial reporting process of Sable Resources Limited (the "Corporation"). Nothing in this Charter is intended to restrict the ability of the Board or Committee to alter or vary procedures in order to comply more fully with the Instrument, as amended from time to time.

PART 1

Purpose

The purpose of the Committee is to:

- a) significantly improve the quality of the Corporation's financial reporting;
- b) assist the Board to properly and fully discharge its responsibilities;
- c) provide an avenue of enhanced communication between the Board and external auditors;
- d) enhance the external auditor's independence;
- e) increase the credibility and objectivity of financial reports; and
- f) strengthen the role of the outside members of the Board by facilitating in depth discussions between Members, management and external auditors.

1.1 Definitions

"accounting principles" has the meaning ascribed to it in National Instrument 52-107 *Acceptable Accounting Principles and Auditing Standards*;

"Affiliate" shall have the meaning ascribed thereto in the Instrument;

"audit services" means the professional services rendered by the Corporation's external auditor for the audit and review of the Corporation's financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements;

"Board" means the board of directors of the Corporation;

"Charter" means this audit committee charter;

"Corporation" means Sable Resources Limited;

"Committee" means the audit committee established by and among certain members of the Board for the purpose of overseeing the accounting and financial reporting processes of the Corporation and audits of the financial statements of the Corporation;

"Control Person" means any person that holds or is one of a combination of persons that holds a sufficient number of any of the securities of the Corporation so as to affect materially the control of the Corporation,

or that holds more than 20% of the outstanding voting shares of the Corporation, except where there is evidence showing that the holder of those securities does not materially affect control of the Corporation;

“executive officer” means an individual who is:

- a) a chair of the Corporation;
- b) a vice-chair of the Corporation;
- c) a president of the Corporation;
- d) a vice-president in charge of a principal business unit, division or function including sales, finance or production;
- e) an officer of the Corporation or any of its subsidiary entities who performs a policy-making function in respect of the Corporation; or
- f) any other individual who performs a policy-making function in respect of the Corporation;

“financially literate” has the meaning set forth in Section 1.3;

“immediate family member” means a person’s spouse, parent, child, sibling, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, and anyone (other than an employee of either the person or the person’s immediate family member) who shares the individual’s home;

“independent” has the meaning set forth in Section 1.2;

“Instrument” means Multilateral Instrument 52-110;

“MD&A” has the meaning ascribed to it in the National Instrument;

“Member” means a member of the Committee;

“National Instrument 51-102” means National Instrument 51-102 *Continuous Disclosure Obligations*;

“non-audit services” means services other than audit services;

1.2 Meaning of Independence

1. A Member is independent if the Member has no direct or indirect material relationship with the Corporation, all as determined in accordance with the Instrument.
2. For the purposes of subsection 1, a material relationship means a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a Member’s independent judgement.

1.3 Meaning of Financial Literacy - For the purposes of this Charter, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation’s financial statements.

PART 2

2.1 Audit Committee – The Board has hereby established the Committee for, among other purposes, compliance with the Instrument.

2.2 Relationship with External Auditors – The Corporation will henceforth require its external auditor to report directly to the Committee and the Members shall ensure that such is the case.

2.3 Committee Responsibilities

1. The Committee shall be responsible for making the following recommendations to the Board:
 - a) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation; and
 - b) the compensation of the external auditor.
2. The Committee shall be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's 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.

This responsibility shall include:

- a) reviewing the audit plan with management and the external auditor;
- b) reviewing with management and the external auditor any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgements of management that may be material to financial reporting;
- c) questioning management and the external auditor regarding significant financial reporting issues discussed during the fiscal period and the method of resolution;
- d) reviewing any problems experienced by the external auditor in performing the audit, including any restrictions imposed by management or significant accounting issues on which there was a disagreement with management;
- e) reviewing audited annual financial statements, in conjunction with the report of the external auditor, and obtaining an explanation from management of all significant variances between comparative reporting periods;
- f) reviewing the post-audit or management letter, containing the recommendations of the external auditor, and management's response and subsequent follow up to any identified weakness;
- g) reviewing interim unaudited financial statements before release to the public;
- h) reviewing all public disclosure documents containing audited or unaudited financial information before release, including any prospectus, the annual report, the annual information form and management's discussion and analysis;
- i) reviewing any evaluation of internal controls by the external auditor, together with management's response;
- j) reviewing the terms of reference of the internal auditor, if any;
- k) reviewing the reports issued by the internal auditor, if any, and management's response and subsequent follow up to any identified weaknesses; and
- l) reviewing the appointments of the Chief Financial Officer and any key financial executives involved in the financial reporting process, as applicable.

3. The Committee shall pre-approve all non-audit services to be provided to the Corporation or its subsidiary entities by the issuer's external auditor.
4. The Committee shall review the Corporation's financial statements, MD&A and annual and interim earnings press releases before the Corporation publicly discloses this information.
5. The Committee shall ensure that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, and shall periodically assess the adequacy of those procedures.
6. When there is to be a change of auditor, the Committee shall review all issues related to the change, including the information to be included in the notice of change of auditor called for under National Policy 31, and the planned steps for an orderly transition.
7. The Committee shall review all reportable events, including disagreements, unresolved issues and consultations, as defined in the National Instrument, on a routine basis, whether or not there is to be a change of auditor.
8. The Committee shall, as applicable, establish procedures for:
 - a) the receipt, retention and treatment of complaints received by the issuer regarding accounting, internal accounting controls, or auditing matters; and
 - b) the confidential, anonymous submission by employees of the issuer of concerns regarding questionable accounting or auditing matters.
9. The Committee shall establish, periodically 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 issuer.
10. The responsibilities outlined in this Charter are not intended to be exhaustive. Members should consider any additional areas which may require oversight when discharging their responsibilities.

2.4 De Minimis Non-Audit Services – The Committee shall satisfy the pre-approval requirement in subsection 2.3(3) if:

- a) the aggregate amount of all the non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total amount of fees paid by the Corporation and its subsidiary entities to the issuer's external auditor during the fiscal year in which the services are provided;
- b) the Corporation or the subsidiary entity of the Corporation, as the case may be, did not recognize the services as non-audit services at the time of the engagement; and
- c) the services are promptly brought to the attention of the Committee and approved by the Committee or by one or more of its members to whom authority to grant such approvals has been delegated by the Committee, prior to the completion of the audit.

2.5 Delegation of Pre-Approval Function

1. The Committee may delegate to one or more independent Members the authority to pre-approve non-audit services in satisfaction of the requirement in subsection 2.3(3).
2. The pre-approval of non-audit services by any Member to whom authority has been delegated pursuant to subsection 1 must be presented to the Committee at its first scheduled meeting following such pre-approval.

PART 3

3.1 Composition

1. The Committee shall be composed of a minimum of three Members.
2. Every Member shall be a director of the issuer.
3. The majority of Members shall be independent.
4. Every audit committee member shall be financially literate.

PART 4

4.1 Authority – Until the replacement of this Charter, the Committee shall have the authority to:

- a) engage independent counsel and other advisors as it determines necessary to carry out its duties,
- b) set and pay the compensation for any advisors employed by the Committee,
- c) communicate directly with the internal and external auditors; and
- d) recommend the amendment or approval of audited and interim financial statements to the Board.

PART 5

5.1 Disclosure in Information Circular -- If management of the Corporation solicits proxies from the security holders of the Corporation for the purpose of electing directors to the Board, the Corporation shall include in its management information circular the disclosure required by Form 52-110F2 (*Disclosure by Venture Issuers*). If the Corporation is not required to send a management information circular to its security holders, it must provide the disclosure required by Form 52-110F2 in its annual information form or annual MD&A.

PART 6

6.1 Meetings

1. Meetings of the Committee shall be scheduled to take place at regular intervals and, in any event, not less frequently than quarterly.
2. Opportunities shall be afforded periodically to the external auditor, the internal auditor, if any, and to members of senior management to meet separately with the Members.
3. Minutes shall be kept of all meetings of the Committee.

Approved: October 24, 2018

**SCHEDULE B
RESTRICTED SHARE UNIT PLAN**

SABLE RESOURCES LTD.

RESTRICTED SHARE UNIT PLAN

Section 1 Purpose of the RSU Plan

The purpose of this RSU Plan is to advance the interests of the Company and its Subsidiaries by: (i) assisting the Company and its Subsidiaries in attracting and retaining Directors, executive officers and key employees with experience and ability; (ii) allowing certain Directors, executive officers, key employees and Consultants of the Company and its Subsidiaries to participate in the long-term success of the Company; and (iii) promoting a greater alignment of interests between the Directors, executive officers and key employees and Consultants designated under this RSU Plan and the Shareholders.

Section 2 Definitions; Construction and Interpretation

2.1 Definitions

For purposes of this RSU 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 words and terms contained in this Section 2.1 with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"Benefits Extension Period"** means any additional period of time allocated to a terminated Participant, as the case may be, during which certain benefits of employment are contractually maintained.
- (b) **"Board"** means the board of directors of the Company.
- (c) **"Change of Control"** means the occurrence of any one or more of the following events: (i) the Company is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Company); (ii) the Company sells all or substantially all of its assets to any other Person (other than a wholly-owned subsidiary of the Company); (iii) the Company is to be dissolved and liquidated; (iv) any Person or group of Persons, acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 30% of the Company's outstanding voting securities; or (v) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the Persons who were directors of the Company before such election or transaction shall cease to constitute a majority of the Board.
- (d) **"Code"** means the United States Internal Revenue Code of 1986, as amended.
- (e) **"Committee"** means the Directors or, if the Directors so determine in accordance with Section 3.1, the committee of the Directors authorized to oversee this RSU Plan which includes any compensation committee of the Board.
- (f) **"Common Share"** means a common share in the capital of the Company as presently constituted, as adjusted in accordance with Section 9.
- (g) **"Consultant"** means a Person that (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or to an affiliate of the Company, (ii) provides the services under a written contract between the Company or the affiliate such the Person, (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an affiliate of the Company, and (iv) has a relationship with the Company or an affiliate of the Company that enables such Person to be knowledgeable about the business and affairs of the Company.
- (h) **"Company"** means Sable Resources Ltd., a corporation existing under the *Business Corporations Act* (British Columbia), or a successor thereto.
- (i) **"Directors"** means the members of the Board from time to time.
- (j) **"Grant Date"** means the effective date that an RSU is awarded to a Participant under this RSU Plan, as evidenced by a Participation Agreement.

- (k) **"Insider"** means an "insider" as defined in the TSXV Corporate Finance Manual, as amended from time to time.
- (l) **"Long-Term Disability"** means a total permanent disability for a continuous period of more than four (4) months.
- (m) **"Market Value"** means, on any date, the volume weighted average price of the Common Shares traded on the TSXV for the five (5) consecutive trading days prior to such date or, if the Common Shares are not then listed on the TSXV, on such other stock exchange as determined for that purpose by the Committee in its discretion. In the event that the Common Shares are not listed and posted for trading on any stock exchange, the Market Value shall be the fair market value of such Common Shares as determined by the Committee in its sole discretion
- (n) **"NI 45-106"** means National Instrument 45-106 – *Prospectus Exemptions*.
- (o) **"Participant"** means a Director, officer, Consultant or employee of the Company and/or a Subsidiary who has been granted RSUs under this RSU Plan which have not all been cancelled or redeemed.
- (p) **"Participation Agreement"** means the participation agreement to be delivered by each Participant, in the form approved by the Committee.
- (q) **"Person"** shall mean, unless the context otherwise requires or unless and to the extent otherwise limited or required by applicable law or rules of a stock exchange, any natural person, firm, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.
- (r) **"Retirement"** means, in respect of any Participant (other than a Consultant or a Director), such Participant attaining the Retirement Age.
- (s) **"Retirement Age"** means 65 years of age, or as otherwise stipulated from time to time in the Company's retirement policy (as such policy may be established or revised from time to time at the discretion of Company and subject to applicable laws), or as otherwise determined by the Committee.
- (t) **"RSU Plan"** means this Restricted Share Unit Plan of the Company as set out herein, as it may be amended and varied from time to time.
- (u) **"RSU"** means a unit credited to a Participant's account representing a right to be issued a Common Share or receive a cash payment as provided for in Section 8(e) in accordance with the terms and conditions of this RSU Plan.
- (v) **"RSU Account"** means the account maintained by the Company for each Participant participating in this RSU Plan to be credited with grants of RSUs from time to time.
- (w) **"Security-Based Compensation Arrangements"** means the RSU Plan, the Company's stock option plan and all other security based compensation arrangements of the Company in effect from time to time.
- (x) **"Settlement Date"** means the day on which the Company pays to a Participant the Market Value of the RSUs that have become vested and payable in accordance with Section 8(e) provided in no event shall the Settlement Date of any RSU be later than December 15 of the third calendar year following the calendar year in which the RSUs are granted in respect of services performed in that year or such later date as may be permitted under paragraph (k) the definition of "salary deferral arrangement" in subsection 248(1) of the *Income Tax Act (Canada)* as amended from time to time, or other applicable provisions thereof, so as to ensure that the RSU Plan is not considered to be a "salary deferral arrangement" for purposes of the *Income Tax Act (Canada)*. For U.S. Taxpayers, except as otherwise set forth in this RSU Plan, the Settlement Date shall be set on the Grant Date and shall not be adjusted
- (y) **"Subsidiaries"** means the subsidiaries of the Company from time to time, and **"Subsidiary"** means any one of them.
- (z) **"TSXV"** means the TSX Venture Exchange.

- (aa) **"United States"** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.
- (bb) **"U.S. Person"** means a "U.S. person" as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.
- (cc) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- (dd) **"U.S. Taxpayer"** means a Participant who is at the relevant time subject to Section 409A of the Code.

2.2 Construction and Interpretation

- (a) *Headings.* The headings of all Articles, Sections and Paragraphs in this RSU Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this RSU Plan. References to "Article", "Section" or "Paragraph" in this RSU Plan refer to an Article, Section or Paragraph in this RSU Plan unless expressly stated otherwise.
- (b) *Context and Construction.* Whenever the singular or masculine are used in this RSU Plan, the same shall be construed as being the plural or feminine or neuter or *vice versa* where the context so requires.
- (c) *References to this RSU Plan.* The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this RSU Plan as a whole and not to any particular Article, Section, Paragraph or other part hereof. In this RSU Plan, "including" and "includes" means including or includes, as the case may be, without limitation.
- (d) *Discretion.* Whenever the Committee has discretion to administer this RSU Plan, the term "discretion" means the sole and absolute discretion of the Committee.
- (e) *Unenforceability.* If any Article, Section, Paragraph or provision of this RSU Plan is determined to be void or unenforceable (in whole or in part), then such determination shall not affect the validity or enforceability of any other Article, Section, Paragraph or provision of this RSU Plan.
- (f) *Canadian Funds.* Unless otherwise specifically provided, all references to dollar amounts in this RSU Plan are references to lawful money of Canada.

Section 3 Administration of this RSU Plan

3.1 Delegation to Committee

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by a resolution of the Board, be exercised by a committee of the Board comprised of not less than three (3) Directors, including any compensation committee of the Board.

3.2 Administration of this RSU Plan

- (a) This RSU Plan shall be administered by the Committee, provided, however, that the Committee shall be entitled to delegate administrative duties relating to this RSU Plan to a third-party administrator as may from time to time be appointed by the Committee.
- (b) The Committee shall have full authority to administer this RSU Plan, including the authority to interpret and construe any provision of this RSU Plan and to adopt, amend and rescind such rules and regulations for administering this RSU Plan as the Committee may deem necessary or appropriate in order to comply with the requirements of this RSU 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 Company.
- (c) No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this RSU Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Company with respect to any such action taken or determination or interpretation made.

(d) The appropriate officers of the Company are hereby authorized and empowered to do all things, and to execute and deliver all instruments, undertakings, applications and writings as they, in their absolute discretion, consider necessary or appropriate for the implementation of this RSU Plan and of the rules and regulations established for administering this RSU Plan.

(e) All costs incurred in connection with this RSU Plan shall be for the account of the Company.

3.3 Maximum Number of Shares

(a) The maximum number of Common Shares made available for issuance from treasury under this RSU Plan, subject to adjustments pursuant to Section 9 and Section 11.4, shall not exceed 5,000,000 Common Shares, provided, however, the number of Common Shares reserved for issuance from treasury under this RSU Plan and pursuant to all other Security-Based Compensation Arrangements shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding. Any Common Shares subject to an RSU which has been cancelled or terminated in accordance with the terms of this RSU Plan without settlement will again be available under this RSU Plan. The number of Common Shares reserved for issuance from treasury under this RSU Plan may be amended subject to the policies and approval of the TSXV and the approval of the disinterested holders of Common Shares by way of ordinary resolution at a meeting of the holders of Common Shares.

(b) The grant of RSUs under this RSU Plan is subject to a number of restrictions including the following: (i) the aggregate number of Common Shares which may be reserved for issuance to Insiders under this RSU Plan and all other Security-Based Compensation Arrangements shall not, in the aggregate, exceed ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis; (ii) within any one-year period, the Company shall not issue Insiders under this RSU Plan and all other Security-Based Compensation Arrangements, in the aggregate, a number of Common Shares exceeding ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis; (iii) within any twelve (12) month period, the Company shall not issue to any one Person (and companies wholly-owned by that Person) under this RSU Plan and all other Security Based Compensation Arrangements, in the aggregate, a number of Common Shares exceeding five percent (5%) of the issued and outstanding Common Shares, calculated on a non-diluted basis as at the date a Common Share is granted to the Person; (iv) within any twelve (12) month period the Company shall not issue to a Consultant under this RSU Plan and all other Security Based Compensation Arrangements, in the aggregate, a number of Common Shares exceeding two percent (2%) of the issued and outstanding Common Shares, calculated on a non-diluted basis as at the date a Common Share is granted to the Consultant; and (v) the Company and the Participant have confirmed the Participant is a *bona fide* employee or Consultant of the Company and/or a Subsidiaries.

(c) An RSU award to a Participant for services rendered will entitle the Participant, subject to the Participant's satisfaction of any conditions, vesting periods, restrictions or limitations imposed pursuant to this RSU Plan or as set out in the applicable Participation Agreement, to receive payment on the applicable Settlement Date in accordance with Section 8(e) of this RSU Plan.

Section 4 Eligibility

(a) The Committee designates, upon recommendation from the President and/or Chief Executive Officer, from time to time and at his/her/their sole discretion, the Directors, executive officers, key employees and Consultants of the Company and/or a Subsidiary who are entitled to participate in this RSU Plan; provided, however, that Persons retained to provide investor relations activities are not eligible to participate in this RSU Plan.

(b) The participation of a Director, executive officer and/or key employee or Consultant in this RSU Plan shall be evidenced by the delivery to the Company of a Participation Agreement.

(c) Each Participant's Participant Agreement shall specify, for purposes of Section 8(e), the elected form of payment to be received for each vested RSU, being either: (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing. A Participant may only update their election by delivering a notice as contemplated by the Participation Agreement to the Company (which, for greater certainty, shall supersede any previously delivered election under the applicable Participation Agreement) during a period that such Participant is not subject to a blackout period imposed by the Company applicable to a Participant, during which specified individuals, including Insiders, may not trade in the securities of the

Company (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).

- (d) It is intended that this RSU Plan and grants of RSUs hereunder will comply with or be exempt from Section 409A of the Code (and any regulations and guidelines issued thereunder), to the extent this RSU Plan and such agreements are subject thereto, and this RSU Plan and the Participation Agreements shall be interpreted on a basis consistent with such intent. Each amount to be paid under the RSU Plan shall be construed as a separate identified payment for the purposes of Section 409A of the Code. If an amendment of this RSU Plan and such agreements is necessary in order for it to comply with Section 409A of the Code, the Committee will adopt any such amendment in a manner that preserves the original intent of the parties to the extent reasonably possible. No action or failure to act by the Committee shall subject the Company to any claim, liability, or expense, and the Company shall not have any obligation to indemnify or otherwise protect any person from the obligation to pay any taxes, interest or penalties pursuant to Section 409A of the Code.

Section 5 Grant of Restricted Share Units

- (a) The Committee will periodically, in its sole discretion, make determinations on RSU grants, including the number of RSUs to be granted to a Participant, and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).
- (b) The Company shall, within a reasonable period of time, notify each Participant in writing, by way of a Participation Agreement, of the number of RSUs granted to him/her and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).

Section 6 U.S. Securities Laws

- (a) No RSUs shall be granted in the United States or to, or for the account or benefit of, a U.S. Person unless such securities are registered under the U.S. Securities Act and any applicable state securities laws or an exemption from such registration is available. Any RSUs issued in the United States or to, or for the account or benefit of, U.S. Persons will be "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act). Any certificate or instrument representing RSUs granted in the United States or to, or for the account or benefit of, U.S. Persons pursuant to an exemption from registration under the U.S. Securities Act and applicable state securities laws shall bear a legend restricting transfer under applicable United States federal and state securities laws.

Section 7 Credits for Dividends

- (a) Whenever cash or other dividends are paid on Common Shares, additional RSUs will be automatically granted to each Participant who holds RSUs on the record date for such dividends as a bonus on account of services rendered by the Participant in such year. The number of such RSUs (rounded to the nearest whole RSU) to be credited to such Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Participant if the Participant's RSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares. RSUs granted to a Participant under this Section 6(a) shall be subject to the same vesting conditions (time and performance (as applicable)) as the RSUs to which they relate.
- (b) Notwithstanding Section 6(a), nothing in this RSU Plan shall permit the Company to grant RSUs in excess of the maximum number of Common Shares reserved for issuance from treasury under this RSU Plan, as set out in Section 3.3(a).

Section 8 Termination

Unless otherwise determined by the Board and provided that all outstanding RSUs (whether vested or unvested, as applicable) shall terminate and expire within a maximum of 12 months after the Participant ceases to be eligible to participate in this RSU Plan, the following provisions shall apply in the event that a Participant ceases to be a Director or executive officer or otherwise employed or engaged as a Consultant by the Company or a Subsidiary:

- (a) Termination for Cause. If a Participant is an employee and ceases to be an employee as a result of termination for cause, then effective as of the date notice is given to the Participant of such termination all outstanding RSUs shall be terminated.
- (b) Voluntary Resignation. If a Participant is an employee and ceases to be an employee as a result of a voluntary resignation, then effective as of the date on which the Company or the Subsidiary receives notice of such voluntary resignation, all outstanding RSUs shall be terminated.
- (c) Death, Termination not for Cause, Retirement or Long-Term Disability. If a Participant ceases to be a Director, officer, employee of the Company or a Subsidiary or a Consultant as a result of death, termination not for cause, termination of services, Retirement or Long-Term Disability, then the vesting of RSUs shall be subject to the following:
 - (i) For Each Outstanding RSU Granted – Time Vesting Component:
 - (A) in the event the Participant is not entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be *pro-rated* based on the number of days actually worked from the Grant Date of such RSUs until the date of death, termination not for cause, termination of services, Retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such RSU grant; or
 - (B) in the event the Participant is entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be *pro-rated* based on the sum of (I) the number of days actually worked from the Grant Date up until the date of death, termination not for cause, termination of services, Retirement or Long-Term Disability, and (II) the number of days included in the Benefits Extension Period, over the number of days in the original vesting schedule in relation to such RSU grant; and
 - (ii) For Each Outstanding RSU Granted – Performance Vesting Component:
 - (A) in the event the Participant is not entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be *pro-rated* based on the number of days actually worked from the Grant Date of such RSUs until the date of death, termination not for cause, termination of services, Retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such RSU grant; the number of vested RSUs resulting from such *pro-rated* calculation will be multiplied by the performance percentage determined by the Committee; or
 - (B) in the event the Participant is entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be *pro-rated* based on the sum of (I) the number of days actually worked from the Grant Date up until the date of death, termination not for cause, termination of services, Retirement or Long-Term Disability, and (II) the number of days included in the Benefits Extension Period, over the number of days of the original vesting schedule set forth in relation to such RSU grant.

For greater certainty, a voluntary resignation will be considered as Retirement if (a) the Participant is an employee or Consultant and has reached the Retirement Age, or (b) if the Participant is a Director and has resigned from the Board or did not stand for re-election as a Director, or as otherwise determined by the Committee.

- (d) For purposes of Section 7, a U.S. Taxpayer shall be treated as terminated when such person incurs a “separation from service” within the meaning of Section 409A of the Code and United States Treasury Regulation Section 1.409A-1(h) (“**Separation from Service**”). Solely to the extent required by Section 409A of the Code, any payment in respect of RSUs which has become payable on or following a Separation from Service to any U.S. Taxpayer who is determined to be a “specified employee,” under Section 409A(a)(2)(B)(i) of the Code and United States Treasury Regulation Section 1.409A-1(i), shall not be paid before the date that is six months after such U.S. Taxpayer's Separation from Service (or, if earlier, the date of the death of such U.S. Taxpayer). Following any applicable six-month delay of payment, all such delayed payments shall be made to the U.S. Taxpayer in a single lump sum on the earliest possible date.

Section 9 Vesting and Settlement of Restricted Share Units

- (a) Subject to the discretion of the Committee, RSUs will vest in their entirety over three (3) years from the Grant Date (one-third on each of the first, second and third anniversary of the Grant Date) provided that any such vesting must take place to ensure that the Settlement Date of any RSU is no later than December 15 of the third calendar year following the calendar year in which the RSUs are granted in respect of services performed in that year or such later date as may be permitted under paragraph (k) the definition of "salary deferral arrangement" in subsection 248(1) of the *Income Tax Act (Canada)* as amended from time to time, or other applicable provisions thereof, so as to ensure that the RSU Plan is not considered to be a "salary deferral arrangement" for purposes of the *Income Tax Act (Canada)*.
- (b) The RSUs may vest according to time and/or performance vesting conditions. The RSUs that are subject to the time vesting condition shall be deemed to have been 100% satisfied if the Participant is employed (or engaged for services or appointed to the Board, as applicable) by the Company and/or a Subsidiary on the date specified in the Participation Agreement. The RSUs that are subject to the performance vesting condition(s) (as applicable) shall also vest on the date specified in the Participation Agreement, provided that such number of vested RSUs shall be multiplied by the performance percentage determined by the Committee, all in accordance with the Participation Agreement.
- (c) The Committee may, in its sole discretion, accelerate the vesting of any RSUs in circumstances deemed appropriate by the Committee.
- (d) Upon a Change of Control, all outstanding RSUs shall vest, irrespective of any time or performance vesting conditions.
- (e) Within ten (10) days from the date on which RSUs vest to the Participant (or his or her successor), the Participant (or his or her successor) shall be entitled to receive, subject to Section 8(f), and the Company shall issue or pay, a payout with respect to the vested RSUs in the Participant's "RSU Account" in one of the following forms, in accordance with the election in such Participant's applicable Participation Agreement:
 - (i) Common Shares issued from treasury equal in number to the vested RSUs in the Participant's "RSU Account" on the Settlement Date;
 - (ii) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant's "RSU Account" multiplied by the Market Value of a Common Share on the Settlement Date; or
 - (iii) any combination of the foregoing,in each case, less any applicable withholding taxes and other deductions required by law to be withheld by the Company in connection with the satisfaction of the settlement of the Participant's RSUs.
- (f) Notwithstanding the election of the Participant (or his or her successor) in Section 8(e), the Committee, in its sole discretion, shall be entitled to settle the Participant's "RSU Account" in any alternative form provided for in Section 8(e)(i)-(iii).
- (g) Once vested RSUs have been settled, the Participant shall have no further entitlement in connection with such vested RSUs under this RSU Plan.
- (h) Shares issued by the Company under this RSU Plan shall be considered fully paid in consideration of past services that is no less in value than the fair equivalent of the money the Company would have received if the Common Shares had been issued for money on the Grant Date.

Section 10 Adjustments to the Number of RSUs

In the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than normal cash dividends) of the Company's assets to shareholders or any other change affecting the Common Shares, such adjustments as are required to reflect such change shall be made with respect to the number of RSUs in the "RSU Account" maintained for each Participant, provided that no fractional RSUs shall be issued to Participants and the number of RSUs to be issued in such event shall be rounded down to the next whole number of RSUs.

Section 11 Participant Accounts

An "RSU Account" shall be maintained by the Company for each Participant participating in this RSU Plan. The Company shall record in the "RSU Account" of each Participant, at all times, the number of RSUs notionally credited to such Participant. Upon payment in satisfaction of RSUs pursuant to Section 8, such RSUs shall be cancelled. A written notification of the balance in the account maintained for each Participant shall be mailed by the Company or by an administrator on behalf of the Company to each Participant at least annually. A Participant shall not be entitled to any certificate or other document evidencing the amount of RSUs in his or her account.

Section 12 General

12.1 Non-Assignable

Except as otherwise may be expressly provided for under this RSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a Participant under this RSU Plan is assignable or transferable.

12.2 No Contract of Employment

Neither participation in this RSU Plan nor any action taken under this RSU Plan shall give or be deemed to give any Participant a right to continued employment (if applicable) with the Company and shall not interfere with any right of the Company to dismiss any Participant. The payment of any sum of money in cash *in lieu* of notice of the termination of employment shall not be considered as extending the period of employment for the purposes of this RSU Plan.

12.3 No Shareholder Rights

No Participant shall have any claim or right to any Common Shares pursuant to this RSU Plan. Under no circumstances shall RSUs be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares, nor shall any Participant be considered the owner of any Common Shares pursuant to this RSU Plan.

12.4 Reorganization of the Company

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

In the case of an adjustment to the Common Shares following a dividend of shares, an amalgamation, a combination, merger or consolidation, a share-for-share exchange or any other similar change in the capital structure of the Company, an adjustment shall be made by the Company to the number of RSUs or to the kind of shares that are subject to the issued RSUs, as the case may be. The Committee shall make such adjustment, which shall be final and binding for purposes of this RSU Plan.

12.5 Suspension, Termination or Amendments of this RSU Plan

The Committee may from time to time amend, suspend or terminate this RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with this RSU Plan. If any such amendment, suspension or termination will materially or adversely affect the rights of a Participant with respect to RSUs credited to such Participant, the written consent of such Participant to such amendment, suspension or termination shall be obtained. Notwithstanding the foregoing, the obtaining of the written consent of any Participant to an amendment, suspension or termination which materially or adversely affects the rights of such Participant with respect to any credited RSUs shall not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Company are listed.

If the Committee terminates this RSU Plan, RSUs previously credited to Participants shall remain outstanding and in effect and be settled in due course in accordance with the terms of this RSU Plan (which shall continue to have effect, but only for such purposes) on the Settlement Date.

Notwithstanding the foregoing, any amendment to this RSU Plan shall be subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV.

12.6 Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of this RSU Plan.

12.7 Governing Law

This RSU Plan and the RSUs granted under this RSU Plan shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Adopted by the Board of Directors on June 10, 2021.