NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL MEETING OF SHAREHOLDERS

OF

MEXICAN GOLD MINING CORP.

TO BE HELD ON

FRIDAY, DECEMBER 6, 2024

DATED: OCTOBER 21, 2024

Mexican Gold Mining Corp.
555 Burrard Street, P.O. Box 272
Vancouver, British Columbia
V7X 1M8 Canada

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the **Annual General Meeting** (the "**Meeting**") of the holders of common shares ("**Shareholders**") of **MEXICAN GOLD MINING CORP.** (the "**Company**") will be held on **Friday, December 6, 2024,** at **10:00 a.m. (Pacific Time)** at **221 – 998 Harbourside Drive, North Vancouver, British Columbia, V7P 3T2**, for the following purposes:

1. to receive the audited financial statements of the Company for the year ended June 30, 2024, together with the report of the auditor thereon;

2. to fix the number of directors to be elected at the Meeting at three (3);

3. to elect three (3) directors of the Company to hold office until the next annual meeting of Shareholders;

4. to appoint Crowe Mackay LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors of the Company to fix the remuneration to be paid to the auditor;

5. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Company's "10% rolling" stock option plan (dated for reference October 20, 2022, as amended October 21, 2024), as more particularly described in the accompanying Management Information Circular of the Company dated October 21, 2024 (the "**Circular**"); and

6. to transact such further and other business as may be properly brought before the Meeting and any adjournment thereof.

Although no other matters are contemplated, the Meeting may also consider the transaction of such other business, and any permitted amendment to or variation of any matter identified in this Notice, as may properly come before the Meeting and any adjournment thereof.

Accompanying this Notice is (i) the Circular, (ii) a form of proxy, and (iii) a request for financial statements form. The Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Shareholders are advised to review the Circular before voting.

The board of directors of the Company (the "**Board**") has fixed October 21, 2024, as the record date (the **"Record Date"**) for determining Shareholders who are entitled to receive notice of, and to vote at, the Meeting. Only Shareholders of record at the close of business on the Record Date, and the duly appointed proxyholders thereof, will be entitled to vote at the Meeting.

Registered Shareholders unable to attend the Meeting in person and who wish to ensure that their common shares will be voted at the Meeting are requested to complete, date and sign a form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Circular **no later than December 4, 2024, at 10:00 a.m. (Pacific Time), the cut-off time for the deposit of proxies prior to the Meeting.**

If you are a registered Shareholder of the Company and are unable to attend the Meeting in person, please complete, date and sign the accompanying form of proxy and deposit it with the Company's registrar and transfer agent, Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, Attention: Proxy Department, no later than 10:00 a.m. on Wednesday, December 4, 2024, or at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of any reconvening of the Meeting, if adjourned.

If you are a non-registered (or beneficial) owner of common shares of the Company receiving this Notice and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the Income Tax Act (Canada), or a nominee of any of the foregoing that holds securities on your behalf, please complete and return the materials in accordance with the instructions provided to you by your intermediary.

Shareholders and duly appointed proxyholders, who plan to attend the Meeting, are advised that the location of the Meeting has restricted access. Therefore, the Company advises Shareholders and duly appointed proxyholders planning to attend the Meeting to pre-register. To pre-register attendance, please contact the Meeting Coordinator via email to issuers@keystonecorp.ca.

DATED at Vancouver, British Columbia, this **21st** day of **October 2024.**

ON BEHALF OF THE BOARD

/s/ Jack Campbell
Jack Campbell
Chief Executive Officer, President, and Director

MANAGEMENT INFORMATION CIRCULAR

SECTION 1 - INTRODUCTION

This management information circular (the "**Circular**") accompanies the notice of annual general meeting (the "**Notice**") and is furnished to the holders (the "**Shareholders**", and each, a "**Shareholder**") of common shares ("**Shares**") in the capital of Mexican Gold Mining Corp. (the "**Company**") in connection with the solicitation by the management of the Company of proxies to be voted at the annual general meeting (the "**Meeting**") of Shareholders to be held **Friday, December 6, 2024,** at **10:00 a.m. (Pacific Time)** at **221 – 998 Harbourside Drive, North Vancouver, British Columbia, V7P 3T2**, and any adjournment thereof, for the purposes set forth in the Notice of the Meeting.

SECTION 2 – INFORMATION CONTAINED IN THIS CIRCULAR

In this Circular, references to "Beneficial Shareholders" means non-registered owners of Shares being those persons who do not hold Shares in their own name, and "intermediaries" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders and Beneficial Shareholders are urged to consult their own professional advisers in connection therewith.

DATE AND CURRENCY

Unless otherwise indicated, all information in this Circular is given as at **October 21, 2024**, and all dollar amounts referenced herein are in Canadian dollars ("**$**").

NOTICE-AND-ACCESS

The Company is not relying on the "Notice and Access" delivery procedures outlined in National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") to distribute copies of proxy-related materials in connection with the Meeting. However, the Company is electronically delivering proxy-related materials to Shareholders who have requested such delivery method and encourages Shareholders to sign up for electronic delivery (e-Delivery) of future proxy materials. The proxy materials for the Meeting can be found under the Company's profile on SEDAR+, the Canadian Securities Administrators' national system that all market participants use for filings and disclosure, at www.sedarplus.ca and on the Company's website at https://mexicangold.ca/investors/?tab=agm.

The Circular contains details of matters to be considered at the Meeting. **Please review the Circular before voting.**

SECTION 3 – PROXIES AND VOTING RIGHTS

MANAGEMENT SOLICITATION

The solicitation of proxies by the management of the Company will be primarily conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

The Company has requested intermediaries furnish proxy-related material to Beneficial Shareholders and the Company may reimburse such intermediaries for their reasonable fees and disbursements in that regard.

Intermediaries are required to forward the proxy-related material to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them. The solicitation of proxies from Beneficial Shareholders will be carried out by the intermediaries or by the Company if the names and addresses of the Beneficial Shareholders are provided by intermediaries.

The Company does not reimburse Shareholders or intermediaries for costs incurred in obtaining from their principals authorization to execute forms of proxy. The Company does not intend to pay for intermediaries to forward to objecting Beneficial Shareholders under NI 54-101 the proxy-related materials and Form 54-101F7 *Request for Voting Instructions Made by Intermediary*. An objecting Beneficial Shareholder will not receive the proxy-related materials unless the objecting Beneficial Shareholder's intermediary assumes the cost of delivery.

These proxy-related materials are being sent to both registered and Beneficial Shareholders. If you are a Beneficial Shareholder, and the Company or its agent has sent these materials directly to you, your name and address and information about your Shares, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

APPOINTMENT OF PROXY

Registered holders of Shares ("**Registered Shareholders**") and duly appointed proxyholders are entitled to vote at the Meeting. Pursuant and subject to the Company's constating documents, every person present at the Meeting who is a Registered Shareholder or a duly appointed proxyholder and entitled to vote on a matter to come before the Meeting has (i) one vote on a vote by show of hands, and (ii) one vote in respect of each share held on the record date of October 21, 2024, on a poll.

The purpose of a proxy is to designate persons who will vote the proxy on behalf of a Registered Shareholder and/or Beneficial Shareholder in accordance with the instructions given by such Registered Shareholder and/or Beneficial Shareholder in the proxy. The persons named as proxyholders (the "**Management Proxyholders**") in the enclosed form of proxy are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING, OTHER THAN THE MANAGEMENT PROXYHOLDERS NAMED IN THE ENCLOSED FORM OF PROXY.

TO EXERCISE THE RIGHT, THE SHAREHOLDER MAY DO SO BY STRIKING OUT THE PRINTED NAMES AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE'S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER'S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

Those Registered Shareholders and Beneficial Shareholders desiring to be represented at the Meeting by proxy – either by a Management Proxyholder or another person - must deposit their respective forms of proxy with the Company's registrar and transfer agent, Computershare Investor Services Inc. ("**Computershare**") by:

(a) mail or personal delivery to Computershare, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 Canada, Attention: Proxy Department; or

(b) telephone to Computershare at 1-866-732-VOTE (8683) - (toll-free within Canada and the U.S.; or

(c) online by following the instructions in the form of proxy.

If you vote by way of telephone or the internet, you will require your control number, which is printed on your proxy form. If you vote online, please do not mail your proxy form. Voting by mail or internet are the only methods by which a person may be appointed as proxy holder other than the Management Proxyholders named on the proxy form.

A completed form of proxy must be received no later than 10:00 a.m. (Pacific Time) on Wednesday, December 4, 2024, or at least forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) before the time and date of any reconvening of the Meeting, if adjourned.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a Company, dated and executed by a duly authorized officer or attorney-in-fact for the Company. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially-certified copy thereof, must accompany the form of proxy.

The Company may refuse to recognize any instrument of proxy deposited in writing or by the internet received later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment thereof.

VOTING BY PROXY AND EXERCISE OF DISCRETION

Only Registered Shareholders and duly appointed proxyholders are permitted to vote at the Meeting.

A Shareholder may indicate the manner in which the Management Proxyholders are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions given in the proxy. In addition, on any ballot that may be called at the Meeting, the Shares represented will be voted or withheld from the vote in accordance with the instructions given in the proxy.

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE MANAGEMENT PROXYHOLDERS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE MANAGEMENT PROXYHOLDERS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.

The enclosed form of proxy confers discretionary authority upon the Management Proxyholders with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting. In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum but will not be counted as affirmative or negative on the matter to be voted upon.

In order to approve a motion proposed at the Meeting a majority of greater than 50% of the votes cast will be required for an "ordinary resolution", unless the motion requires a "special resolution" in which case a majority of two-thirds (66⅔%) of the votes cast will be required.

REVOCATION OF PROXY

A Registered Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof by:

(a) completing and signing a proxy form bearing a later date and delivering such proxy form to Computershare by 10:00 a.m. (Pacific Time) on Wednesday, December 4, 2024, or the last business day prior to the day the Meeting is reconvened if it is adjourned;

(b) delivering an instrument in writing, either executed by the Shareholder or by the Shareholder's attorney-in-fact authorized in writing or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation, to:

(i) the Corporate Secretary of the Company at 221 – 998 Harbourside Drive, North Vancouver, British Columbia, V7P 3T2 Canada (email: issuers@keystonecorp.ca), at any time up to and including the last Business Day preceding the day of the Meeting or, if adjourned, any reconvening thereof; or

(ii) the Chair of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned, any reconvening thereof; or

(c) in any other manner provided by law.

If you have followed the instructions for attending and voting at the Meeting, voting at the Meeting will revoke any previous proxy. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

A Beneficial Shareholder wishing to revoke a proxy should contact the intermediary, which holds the Beneficial Shareholders' Shares.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to those Shareholders who do not hold Shares in their own name - Beneficial Shareholders. Beneficial Shareholders should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting.

If Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Shares will not be registered in the Shareholder's name on the records of the Company. Such Shares will more likely be registered under the names of the Shareholder's intermediary. In the United States, the vast majority of such common shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

The Company does not have access to names of Beneficial Shareholders. Applicable regulatory policy requires intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by intermediary is similar to the Form of Proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Registered Shareholder (the intermediary) how to vote on behalf of the Beneficial Shareholder. The majority of intermediaries delegate responsibility for obtaining instructions from clients to an investor communication service, such as Broadridge Financial Solutions, Inc. ("**Broadridge**"), in the United States and in Canada. Broadridge, or such other investor communication service, typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. Beneficial Shareholders are requested to complete and return the voting instructions to Broadridge, or such other investor communication service, by mail or facsimile. Alternatively, Beneficial Shareholders may be able to call a toll-free number and access Broadridge's dedicated voting website (as may be noted on the voting instruction form) to deliver their voting instructions and to vote the Shares held by them. Broadridge, or such other investor communication service, then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a voting instruction form from Broadridge, or such other investor communication service, cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge, or such other investor communication service, well in advance of the Meeting in order to have Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for a Registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the proxy well in advance of the Meeting to their intermediary in accordance with the instructions provided by such intermediary. Alternatively, a Beneficial Shareholder may request in writing that such intermediary send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend and vote at the Meeting.

SECTION 4 – VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

RECORD DATE

The board of directors of the Company (the "**Board**") has set the close of business on Monday, October 21, 2024, as the record date (the "**Record Date**") for the Meeting. Only Shareholders of record (or Registered Shareholders) as at the Record Date are entitled to receive notice of and to attend and vote at the Meeting or any adjournment or postponement thereof.

VOTING RIGHTS

The Company is authorized to issue an unlimited number of (i) common shares without par value ("**Shares**"); and (ii) Preferred shares, issuable in series, without par value ("**Preferred Shares**"). As at the Record Date, there were 21,234,278 Shares issued and outstanding and no Preferred Shares were issued and outstanding. Each Share carries the right to one vote. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Shares.

Persons who are Beneficial Shareholders as at the Record Date will be entitled to exercise their voting rights in accordance with the procedures established under NI 54-101. See "*Section 3 – Proxies and Voting Rights – Advice to Beneficial Shareholders.*

PRINCIPAL HOLDERS OF COMMON SHARES

To the knowledge of the directors and executive officers of the Company, no holder beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to any class of outstanding voting securities of the Company as at the Record Date.

QUORUM

Pursuant to the Articles of the Company, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of Shareholders is two (2) persons who are, or represent by proxy, Shareholders holding, in the aggregate, at least five percent (5%) of the issued share entitled to be voted at the meeting.

SECTION 5 – PARTICULARS OF MATTERS TO BE ACTED UPON

MANAGEMENT OF THE COMPANY KNOWS OF NO OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THOSE REFERRED TO IN THE NOTICE OF MEETING. HOWEVER, IF ANY OTHER MATTERS THAT ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, THE ACCOMPANYING FORM OF PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE ON SUCH MATTERS IN ACCORDANCE WITH THEIR BEST JUDGEMENT.

Additional details regarding each of the matters to be acted upon at the Meeting is set forth below.

1. PRESENTATION OF FINANCIAL STATEMENTS

The audited annual financial statements of the Company for the year ended June 30, 2024, together with the auditor's report thereon (the "**Financial Statements**"), will be placed before Shareholders at the Meeting.

A copy of the Financial Statements will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Corporate Secretary of the Company at 221 – 998 Harbourside Drive, North Vancouver, British Columbia, V7P 3T2 Canada (email:

issuers@keystonecorp.ca). The Financial Statements are also available under the Company's profile on SEDAR+ at www.sedarplus.ca and on the Company's website at www.mexicangold.ca.

Shareholder approval is not required and no formal action will be taken at the Meeting to approve the Financial Statements.

2. FIXING THE NUMBER OF DIRECTORS

At the Meeting, it will be proposed that three (3) directors be elected to hold office until the next annual general meeting or until their successors are elected or appointed. Shareholders will be asked to consider and, if deemed advisable, approve an ordinary resolution, the text of which is as follows:

"**BE IT RESOLVED**, as an ordinary resolution of Shareholders, that the number of directors to be elected at the Meeting, to hold office until the close of the next annual meeting of Shareholders or until their successors are duly elected or appointed pursuant to the constating documents of the Company, unless their offices are earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) or the Company's constating documents, be and is hereby fixed at three (3)."

In order for the foregoing resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy in respect of the resolution at the Meeting.

Management believes the passing of the above resolution is in the best interests of the Company and recommends Shareholders vote in favour of the ordinary resolutions fixing the number of directors to be elected at the Meeting as set out above. Unless directed to the contrary, it is the intention of the Management Proxyholders, if named as proxy, to vote IN FAVOUR of the ordinary resolutions fixing the number of directors to be elected at the Meeting at three (3).

3. ELECTION OF DIRECTORS

The directors of the Company are elected at each annual meeting of Shareholders and hold office until the next annual meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier death, resignation or removal.

Proposed Management Nominees for Election to the Board

Management of the Company proposes to nominate the persons listed below for election as directors of the Company to serve until their successors are elected or appointed. All of the nominees are current members of the Board and each has agreed to stand for election. Management of the Company does not contemplate that any of the nominees will be unable to serve as a director.

Pursuant to the advance notice provisions (the "**Advance Notice Provisions**") of the Articles of the Company advance notice must be provided to the Company in circumstances where nomination of persons for election to the Board are made by Shareholders of the Company. The Advance Notice Provisions set a deadline by which Shareholders must submit nominations (a "**Notice**") to the Company for the election of directors prior to any annual or special meeting of Shareholders. The Advance Notice Provisions also set forth the information that a Shareholder must include in the Notice to the Company and establish the form in which the Shareholder must submit the Notice for the Notice to be in proper written form.

In the case of an annual meeting of Shareholders, a Notice must be provided to the Company not less than 30 days and not more than 65 days prior to the date of the annual meeting. However, in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, a Notice must be provided to the Company

not later than the close of business on the 10th day following such public announcement. The Advance Notice Provisions are available for viewing in the Articles of the Company available under the Company's profile on SEDAR+ at www.sedarplus.ca.

As at the date of this Circular, the Company has not received a Notice in compliance with the Advance Notice Provisions and, as such, management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

The following disclosure sets out the names of management's three nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director nominees, the period of time during which each has been a director of the Company and the number of Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the Record Date:

Name and Province/ Country of Residence and Present Office Held	**Principal Occupation, Business or Employment for Last Five Years (1)**	**Periods During Which Nominee has Served as a Director**	**Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly (2)**
Jack Campbell (3)(4) *Washington, United States* Chief Executive Officer, President, and Director	Managing Partner, JJ Investments LLC (2021 – present); Federal West, Fire Protection Engineering Lead, Jacobs Engineering (2020 – present); Director of Fire Protection Engineering, Katerra Inc. (2018 – 2020)	October 1, 2021 – present	102,355
John Anderson (3)(4) *British Columbia, Canada* Director	Executive Chairman, Triumph Gold Corp. (2014 – present); Director, Triumph Gold Corp. (2010 – present)	May 26, 2017 – present	418,862
Ali Zamani (3)(4) *New York, United States* Director	Managing Partner, Overlook Investments LLC (2016 – present)	February 23, 2017 – present	208,493

NOTES:

(1) The information in the table above as to principal occupation and business or employment of director nominees is not within the knowledge of management of the Company and has been furnished by the respective nominees.

(2) The information as to number of Shares beneficially owned, or controlled or directed, directly or indirectly, is not within the knowledge of management of the Company and has been furnished by the respective nominees or sourced from the System for Electronic Disclosure by Insiders (SEDI) at www.sedi.ca and reports provided by the transfer agent of the Company.

(3) Member of the Audit Committee of the Company

(4) Member of Compensation Committee of Company

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

To the knowledge of the management of the Company, no proposed nominee for election as a director of the Company:

(a) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,

(i) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an "**Order**") that was issued while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer; or

(ii) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer,

(b) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets,

(c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director, or

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

- John Anderson was a director of:

  - Intercontinental Gold and Metals Ltd. ("**Intercontinental Gold**"), which was subject to a management cease trade issued by the British Columbia Securities Commission on August 2, 2018, for failure to file annual financial statements, annual management's discussion and analysis, and certification of annual filings for the financial year ended March 31, 2018, and a cease trade order issued by the British Columbia Securities Commission on October 5, 2018, for failure to file interim financial report, management's discussion and analysis, certification of interim filings for the period ended June 30, 2018 from a failure to file financial statements as issued on October 5, 2018. The cease trade orders were subsequently revoked on October 9, 2018. Intercontinental Gold is presently subject to a cease trader order issued by the British Columbia Securities Commission on May 6, 2022, for failure to file annual financial statements, annual management's discussion and analysis, and certification of annual filings for the financial year ended December 31, 2021.

  - Simba Gold Corp. is subject to a cease trader order issued by the British Columbia Securities Commission on August 6, 2015, for failure to file annual financial statements, annual management's discussion and analysis, and certification of annual filings for the financial year ended March 31, 2015.

- Banks Island Gold Ltd. when it filed an assignment in bankruptcy in January of 2016 under the Bankruptcy and Insolvency Act.

- American Eagle Energy Corporation when it filed voluntary petitions on May 8, 2015, in the United States Bankruptcy Court for the District of Colorado seeking relief under the provisions of Chapter 11 of Title 11 of the United States Code.

- Ali Zamani was a director of:

  - Intercontinental Gold, which was subject to a management cease trade issued by the British Columbia Securities Commission on August 2, 2018, for failure to file annual financial statements, annual management's discussion and analysis, and certification of annual filings for the financial year ended March 31, 2018, and a cease trade order issued by the British Columbia Securities Commission on October 5, 2018, for failure to file interim financial report, management's discussion and analysis, certification of interim filings for the period ended June 30, 2018 from a failure to file financial statements as issued on October 5, 2018. The cease trade orders were subsequently revoked on October 9, 2018. Intercontinental Gold is presently subject to a cease trader order issued by the British Columbia Securities Commission on May 6, 2022, for failure to file annual financial statements, annual management's discussion and analysis, and certification of annual filings for the financial year ended December 31, 2021.

A Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. Management recommends Shareholders vote in favour of the election of each of the nominees listed above for election as a director of the Company for the ensuing year. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR each of the nominees.

4. APPOINTMENT OF AUDITOR

Shareholders will be asked to vote for the appointment of Crowe MacKay LLP, Chartered Professional Accountants, of Suite 1100, 1177 West Hastings Street, Vancouver, British Columbia, V6E 4T5, as auditor of the Company to hold office until the next annual meeting of Shareholders, or until a successor is appointed, and to authorize the directors of the Company to fix the remuneration of the auditor.

Crowe MacKay LLP, Chartered Professional Accountants, has served as auditor of the Company since July 5, 2023.

Management recommends Shareholders vote in favour of the appointment of Crowe MacKay LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and authorize the Board to fix the remuneration of the auditor. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR the appointment of Crowe MacKay LLP, Chartered Professional Accountants, as auditor of the Company until the close of its next annual meeting and to authorize the Board to fix the remuneration to be paid to the auditor.

5. APPROVAL OF STOCK OPTION PLAN

The Company has established a stock option plan (dated for reference October 20, 2022) (the "**Stock Option Plan**") under which directors, officers, employees and consultants of the Company may be granted stock options to acquire Shares. Policy 4.4 *Security Based Compensation* of the TSX Venture

Exchange (the "Exchange") specifies that all listed issuers must implement a security-based compensation plan for the granting of stock options and that any "rolling" stock option plan must receive approval of Shareholders on an annual basis and subsequent acceptance by the Exchange.

The Stock Option Plan is a "rolling" stock option plan, whereby the aggregate number of Shares reserved for issuance shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time a stock option is granted. The Stock Option Plan was last approved by Shareholders at the last meeting of Shareholders held December 7, 2023. Subsequent to such approval by Shareholders the Exchange accepted the Stock Option Plan and advised the Company to make minor amendments to the Stock Option Plan prior to the Meeting. In connection with the amendments required by the Exchange, the Board adopted such amendments to the Stock Option Plan on October 21, 2024.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Stock Option Plan, as amended October 21, 2024 (the "**Amended Stock Option Plan**"). The summary of amendments set out below is qualified in its entirety by the full text of the Amended Stock Option Plan, appended hereto as Schedule "A".

Summary of Amendments

- Section 2.05 amended to reflect that both the Company and the Participant must ensure the Participant is a bona fide Eligible Director, Eligible Employee, Management Company Employee, or Consultant, as the case may be.

- Sections 2.06(f) and 3.06 amended to reflect the maximum aggregate number of Shares that are issuable pursuant to all Options granted in any 12-month period to all Participants conducting Investor Relations Activities in aggregate must not exceed 2% of the Shares then outstanding.

- Section 4.01 amended to reflect that the Company must ensure that the tax withholding provision does not supersede the requirements under Exchange Policy 4.4 *Security Based Compensation* nor potentially result in the alteration of the Exercise Price.

Capitalized words in the summary of amendments above and not previously defined shall have the meaning ascribed to them as in the Amended Stock Option Plan. For a summary of the material terms of the Amended Stock Option Plan, see *"Section 6 – Statement of Executive Compensation – Director and Named Executive Officer Compensation – Stock Option Plans and Other Incentive Plans".* For additional details, *see "Section 9 – Other Information - Securities Authorized for Issuance Under Equity Compensation Plans".* Any summary is qualified in its entirety by the full text of the Amended Stock Option Plan, a copy of which will be available at the Meeting and which is also appended hereto as Schedule "A".

Shareholder Approval

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Amended Stock Option Plan. The text of the ordinary resolution – the Stock Option Plan Resolution - which management intends to place before the Meeting is as follows:

"**BE IT RESOLVED**, as an ordinary resolution of Shareholders, that:

1. the stock option plan (dated for reference October 20, 2022, as amended October 21, 2024) of the Company be and is hereby ratified, confirmed and approved as the stock option plan of the Company (the "**Stock Option Plan**") until such time as further

ratification is required pursuant to the policies of the TSX Venture Exchange (the "**Exchange**") or any other applicable regulatory requirements;

2. the board of directors of the Company be and is hereby authorized in its absolute discretion to administer the Stock Option Plan in accordance with its terms and conditions and to further amend or modify the Stock Option Plan, provided such changes do not have the effect of altering the scope, nature and intent of existing provisions of the Stock Option Plan, in order to ensure compliance with the policies of the Exchange; and

3. any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Stock Option Plan required by the Exchange or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Stock Option Plan."

In order for the foregoing Stock Option Plan Resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy at the Meeting. If the Stock Option Plan is not approved at the Meeting, the Company will not be permitted to grant further stock options until Shareholder approval is obtained. However, all stock options previously granted will continue unaffected.

Management of the Company has reviewed the Stock Option Plan Resolution, concluded that it is fair and reasonable to the Shareholders and in the best interest of the Company, and recommends Shareholders vote in favour of ratifying, confirming and approving the Stock Option Plan. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR the Stock Option Plan Resolution.

SECTION 6 – STATEMENT OF EXECUTIVE COMPENSATION

Objective:

The objective of this disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial year, and the decision-making process relating to compensation. This disclosure provides insight into executive compensation as a key aspect of the overall stewardship and governance of the Company and will help investors understand how decisions about executive compensation are made.

Definitions:

For the purpose of this Statement of Executive Compensation, in this form:

(a) **"company"** includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

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

(c) **"named executive officer**" or "**NEO**" means each of the following individuals:

(i) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an

individual performing functions similar to a CEO;

(ii) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;

(iii) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000 for that financial year;

(iv) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year;

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

(e) "**underlying securities**" means any securities issuable on conversion, exchange or exercise of compensation securities.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

During the financial year ended June 30, 2024, based on the definition above, the NEOs of the Company were (a) Jack Campbell, who has served as CEO, President, and Director of the Company since October 1, 2021; and (b) Julie Van Baarsen, who has served as CFO of the Company since March 1, 2022. Individuals serving as Directors of the Company who were not NEOs during the financial year ended June 30, 2024, were John Anderson and Ali Zamani.

Director and NEO compensation, excluding compensation securities

The following table sets forth all compensation, excluding stock options and compensation securities, paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, for the two most recently completed financial years, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or a subsidiary of the Company.

Table of Compensation Excluding Compensation Securities

Name and position	Year [1]	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of all other compensation ($)	Total compensation ($)
Jack Campbell [2][6][7] CEO, President and Director	2024	60,000	Nil	Nil	Nil	Nil	60,000
	2023	60,000	Nil	Nil	Nil	Nil	60,000
Julie Van Baarsen [3] CFO	2024	36,000	Nil	Nil	Nil	Nil	36,000
	2023	36,000	Nil	Nil	Nil	Nil	36,000

Table of Compensation Excluding Compensation Securities							
Name and position	**Year [1]**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
John Anderson [4][6][7]	2024	6,000	Nil	Nil	Nil	Nil	6,000
Chairman and Director	2023	6,000	Nil	Nil	Nil	Nil	6,000
Ali Zamani [5][6][7]	2024	6,000	Nil	Nil	Nil	Nil	6,000
Director	2023	6,000	Nil	Nil	Nil	Nil	6,000

NOTES:

(1) Financial year ended June 30th
(2) Jack Campbell has served as CEO, President, and Director of the Company since October 1, 2021.
(3) Julie Van Baarsen has served as CFO of the Company since March 1, 2022.
(4) John Anderson has served as Director and Chairman of the Company since May 26, 2017.
(5) Ali Zamani has served as Director of the Company since February 23, 2017.
(6) Member of the Audit Committee of Company
(7) Member of the Compensation Committee of Company

Stock Options and Other Compensation Securities

There were no compensation securities granted or issued to any NEO and director by the Company or one of its subsidiaries during the financial year ended June 30, 2024, for services provided or to be provided directly or indirectly, to the Company or any subsidiary thereof.

As at June 30, 2024, the NEOs and Directors of the Company held the following compensation securities from stock options granted prior to the commencement of the financial year ended June 30, 2024:

(a) Jack Campbell (CEO, President, and Director) held 200,000 stock options, as granted November 18, 2021, whereby each stock option is exercisable at $0.55 until November 18, 2026;

(b) John Anderson (Chairman and Director) held 50,000 stock options, as granted July 17, 2019, whereby each stock option is exercisable at $1.05 until July 17, 2024; and

(c) Ali Zamani (Director) held 50,000 stock options, stock options, as granted July 17, 2019, whereby each stock option is exercisable at $1.05 until July 17, 2024.

Exercise of Compensation Securities by Directors and NEOs

During the financial year ended June 30, 2024, there were no exercises of stock options or any other compensation securities by any of the NEOs or directors of the Company.

Stock Option Plans and Other Incentive Plans

The Stock Option Plan is the only equity compensation plan the Company currently has in place. The Stock Option Plan was established to provide the Company with a share-related mechanism to advance the interests of the Company through the motivation, attraction and retention of key employees, consultants and directors of the Company and designated affiliates of the Company and to secure for the Company and Shareholders the benefits inherent in the ownership of Shares by key employees, consultants and directors of the Company and designated affiliates of the Company through the granting of non-transferable options ("**Options**") to eligible participants under the Stock Option Plan. The Stock Option Plan is administered by a compensation committee (the "**Compensation Committee**" of the

Board authorized to carry out such administration or, failing a committee being so designated, by the Board.

Subject to the provisions of the Stock Option Plan, the Compensation Committee has the authority to select those persons to whom Options are granted. Eligible participants under the Stock Option Plan include the directors, officers and employees (including both full-time and part-time employees) of the Company or of any designated affiliate of the Company and any person or corporation engaged to provide ongoing management, advisory or consulting services for the Company or a designated affiliate of the Company or any employee of such person or corporation.

The Stock Option Plan provides that the Board may, from time to time, in its discretion, grant to directors, officers, consultants, and employees of the Company and its subsidiaries or affiliates, Options to purchase Shares. The Stock Option Plan is a "rolling" stock option plan, whereby the aggregate number of Shares reserved for issuance, together with any other Shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an Option is granted.

The stock option plan (dated for reference October 20, 2022) of the Company was last ratified by Shareholders on December 7, 2023, and subsequently accepted by the Exchange. Under the policies of the Exchange, a rolling stock option plan must be re-approved on a yearly basis by the Shareholders and the Exchange. As at the date of this Circular, there were Options outstanding to purchase an aggregate of 400,400 Shares under the Stock Option Plan.

The Stock Option Plan is administered by the Compensation Committee and its material terms are set out below:

- the Stock Option Plan reserves for issuance pursuant to the exercise of Options a maximum number of Shares equal to 10% of the issued Shares at the time of any Option grant;

- Options may be issued only to directors, officers, consultants, and employees of the Company or of any of its affiliates or subsidiaries, to employees of consultant companies providing management or administrative services to the Company, and to consultant companies themselves;

- the Board may, at its discretion at the time of any grant, impose a schedule over which period of time Options shall vest and become exercisable by the Option holder; however, pursuant to the policies of the Exchange, Options issued to persons retained to provide investor relations activities must vest in stages over a period of not less than 12 months with no more than ¼ of the Options vesting in any three-month period;

- the maximum number of Shares reserved for issuance to any one director, officer or employee upon the exercise of Options in any 12-month period shall not exceed 5% of the number of Shares then outstanding, unless disinterested shareholder approval is received therefor;

- the maximum number of Shares reserved for issuance to any one consultant upon the exercise of Options in any 12-month period shall not exceed 2% of the number of Shares then outstanding;

- the maximum number of Shares reserved for issuance to all persons conducting investor relations activities upon the exercise of Options in any 12-month period shall not exceed, in the aggregate, 2% of the number of Shares then outstanding;

- the exercise price per Share for an Option will be determined by the Committee, subject to a minimum price of $0.05 and may not be less than the Discounted Market Price (as such term is defined in the policies of the Exchange);

- Options shall have a term not exceeding 10 years from the date of grant;

- in the case of an Option holder ceasing to be employed or provide services to the Company not for cause such participant may, but only within the 90 days (unless such period is extended by the Committee and approval is obtained from the stock exchange on which the Shares trade), or thirty days if the participant was conducting Investor Relations Activities (unless such period is extended by the Committee and approval is obtained from the stock exchange on which the Shares trade), next succeeding such termination, exercise the Options to the extent that such participant was entitled to exercise such Options at the date of such termination.

- in situations other than a termination not for cause, such Option holder may, but only within 90 days following termination, exercise his Options to the extent that such participant was entitled to exercise such Options at the date of termination;

- in the case of the death of an Option holder, any vested Options held by such Option holder at the date of death will become exercisable by the Option holder's lawful personal representatives, heirs or executors until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such Options;

- disinterested shareholder approval is required for any reduction in the exercise price of any Option if the Option holder is an insider of the Company at the time of the proposed amendment to the exercise price;

- stock options are non-assignable and non-transferable;

- the Company will not issue Shares pursuant to the exercise of Options granted unless and until the Shares have been fully paid for; and

- the Stock Option Plan contains provisions for adjustment in the number of Shares or other property issuable on exercise of Options in the event of a share consolidation, split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger, combination or other relevant corporate transaction, or any other relevant change in or event affecting the Shares.

The Stock Option Plan provides that, subject to the terms and conditions of the Stock Option Plan, the number of Options to be granted, the exercise price, the expiry time, the extent to which such Option is exercisable and other terms and conditions relating to such Options shall be determined by the Board or any committee to which such authority is delegated by the Board from time to time.

The summary above is qualified in its entirety by the full text of the Stock Option Plan, appended hereto as Schedule "A".

Employment, Consulting and Management Agreements

Jack Campbell

Jack Campbell, Chief Executive Officer and President of the Company, effective October 1, 2021, is compensated for his services to the Company pursuant to the terms of a consulting agreement (the "**Consulting Agreement**") with the Company. Pursuant to the terms and conditions of the Consulting Agreement, Mr. Campbell receives a fee of $5,000 per month in exchange for his provision of management services to the Company. Mr. Campbell is also eligible, at the discretion of the Board, to receive long-term incentives in the form of awards under the Stock Option Plan.

Either party may terminate the Consulting Agreement for any reason by giving the other sixty (60) days' prior written notice of the election to terminate. Either party may terminate the Consulting Agreement immediately following written notice to the other party if the other party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days; or (iv) makes an assignment for the benefit of creditors. The engagement may also be terminated at any time with cause (as described in the Consulting Agreement). If either party terminates the Consulting Agreement, the Company agrees to pay Mr. Campbell for all time spent and expenses incurred in performance of the management services up to the effective date of termination.

Julie Van Baarsen

Julie Van Baarsen, Chief Financial Officer and President of the Company, effective March 1, 2022, is compensated for her services to the Company pursuant to the terms of a consulting agreement (the "**Consulting Agreement**") with the Company. Pursuant to the terms and conditions of the Consulting Agreement, Ms. Van Baarsen receives a fee of $3,000 per month in exchange for her provision of management services to the Company. Ms. Van Baarsen is also eligible, at the discretion of the Board, to receive long-term incentives in the form of awards under the Stock Option Plan.

Either party may terminate the Consulting Agreement for any reason by giving the other sixty (60) days' prior written notice of the election to terminate. Either party may terminate the Consulting Agreement immediately following written notice to the other party if the other party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days; or (iv) makes an assignment for the benefit of creditors. The engagement may also be terminated at any time with cause (as described in the Consulting Agreement). If either party terminates the Consulting Agreement, the Company agrees to pay Ms. Van Barsen for all time spent and expenses incurred in performance of the management services up to the effective date of termination.

Termination and Change of Control Benefits

The Company does not have any plan or arrangement to pay or otherwise compensate any NEO if his employment is terminated as a result of resignation, retirement, change of control, or if his responsibilities change following a change of control.

Oversight and Description of Director and NEO Compensation

The executive compensation program of the Company is administered by the Board. The directors of the Company review and make decisions in respect of compensation matters relating to the directors, executive officers, employees and consultants of the Company, ensuring consistent application of matters relating to remuneration and ensuring that executive remuneration is consistent with industry standards. The Board believes that the Company should provide a compensation package that is competitive and motivating, that will attract, hold and inspire qualified directors, executive officers, employees and consultants, that will encourage performance by executives to enhance the growth and development of the Company and that will balance the interests of the executives and Shareholders. Achievement of these objectives is expected to contribute to an increase in shareholder value.

The compensation of the NEOs consists of a base salary, short-term incentive (bonus) and long-term incentive (stock options). The directors of the Company review the compensation of the Chief Executive Officer, President and other senior officers on an annual or on an as-needed basis.

All members of the Board have significant experience with various public mining companies and have dealt with all aspects of operations, including compensation. This experience enables the directors to make decisions on the suitability of the Company's compensation policies and practices.

The Company has not retained a compensation consultant or advisor at any time since the Company's most recently completed financial year.

Non-executive directors of the Company are currently paid a fee of $6,000 per annum as compensation for their services in their capacity as directors. The Board determines director compensation policies on an "as needed" but minimum yearly basis.

Pension Disclosure

The Company does not have any pension, retirement, defined benefit, defined contribution or deferred compensation plans that provides for payments or benefits to its directors and NEOs at, following, or in connection with retirement and none are proposed at this time.

SECTION 7 – AUDIT COMMITTEE

National Instrument 52-110 - *Audit Committees* ("**NI 52-110**") requires the Company, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor. Such disclosure is set forth below.

AUDIT COMMITTEE CHARTER

The full text of the Company's Audit Committee Charter is appended hereto as Schedule "B".

COMPOSITION OF AUDIT COMMITTEE

As at the date hereof, the Audit Committee of the Company is comprised of three directors, namely John Anderson, Jack Campbell and Ali Zamani.

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment. As the Company is a venture issuer, the Company is exempt from the Audit Committee composition requirements in NI 52-110 which require all Audit Committee members to be independent. Jack Campbell is not considered to be independent as he also serves as an executive officer of the Company. Messrs. Anderson and Zamani are considered to be independent.

All of the Audit Committee members are financially literate, as defined in NI 52-110, as all have the industry experience necessary to understand and analyze financial statements of the Company, as well as an understanding of internal controls and procedures necessary for financial reporting. NI 52-110 provides that an individual is financially literate if they have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

RELEVANT EDUCATION AND EXPERIENCE

Each member of the Company's Audit Committee has adequate education and experience that is relevant to his performance as an Audit Committee member and, in particular the requisite education and experience that have provided the member with:

(a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;

(b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and

(c) an understanding of internal controls and procedures for financial reporting.

John Anderson – John Anderson has over 25 years of capital markets experience and significant and relevant corporate experience in developing and financing start-up companies in the resource sector. He is the founder of Deep 6 PLC, American Eagle Oil and Gas Inc., as well as a founding general partner in Aquastone Capital LLC. In addition, as Mr. Anderson serves as a director on the board of various public companies, he has broad experience working with the Toronto Stock Exchange, NYSE, NASDAQ, London AIM and Swiss Stock Exchange.

Jack Campbell_– Jack Campbell has more than 15 years' experience in financial analysis of public companies within the mineral resource sector. He has participated in the seed financing for multiple junior resource companies and is a founding partner of JJ Investments LLC. Mr. Campbell is a Professional Engineer and holds a B.Sc. from the University of Maryland (UM) and a Certificate from the UM Robert H. Smith School miniMBA program.

Ali Zamani – Ali Zamani is the Managing Partner of Overlook Investments LLC, an independent fund management company that currently has over US$6 billion in assets. He holds a B.S. in Economics from the Wharton School of Business and has over 15 years' experience working in the financial industry as an Analyst for Wasserstein Perrella, and as a Portfolio Manager with Goldman Sachs.

In addition, each of the members of the Audit Committee has knowledge of the role of an audit committee in the realm of reporting companies from their years of experience as directors of public companies other than the Company. See "*Section 8 - Corporate Governance – Directorships in Other Reporting Issuers".*

AUDIT COMMITTEE OVERSIGHT

At no time since the commencement of the Company's most recently completed financial year ended June 30, 2024, was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company's most recently completed financial year ended June 30, 2024, has the Company relied on the exemption in section 2.4 of NI 52-110 - *Audit Committees (De Minimis Non-audit Services)*, the exemption in section 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer)*, the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption, in whole or in part, granted under Part 8 of NI 52-110.

EXEMPTION

As the Company is a "Venture Issuer" pursuant to relevant securities legislation, the Company is relying on the exemption in section 6.1 of National Instrument 52-110 - *Audit Committees*, from the requirement

of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of National Instrument 52-110.

PRE-APPROVAL POLICIES AND PROCEDURES

The Audit Committee reviews and pre-approves all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditor.

EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)

The aggregate fees billed by the Company's external auditor in each of the last two financial years with respect to the Company, by category, are as follows:

Financial Year Ended June 30	Audit Fees [(1)] ($)	Audit-Related Fees [(2)] ($)	Tax Fees [(3)] ($)	All Other Fees [(4)] ($)
2024	27,338	Nil	Nil	Nil
2023	29,354	Nil	Nil	Nil

NOTES:

(1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

(2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All Other Fees" include all other non-audit services.

SECTION 8 – CORPORATE GOVERNANCE

GENERAL

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), the Company is required to disclose its corporate governance practices. Corporate governance relates to the policies, structure and activities of a board of directors of a corporation, the members of which are elected by and are accountable to the shareholders of the corporation and takes into account the role of the individual members of management who are appointed by the board of directors and who are charged with the day-to-day management of the corporation.

National Policy 58-201 *Corporate Governance Guidelines* ("**NP 58-201**") establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices.

Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of Shareholders and help to contribute to effective and efficient decision-making and believes the Company's corporate governance practices are appropriate and effective for the Company given its current size.

BOARD OF DIRECTORS

The mandate of the Board, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly and through its committees.

The Board facilitates its exercise of independent supervision over management by ensuring that the Board is composed of a majority of directors independent of management. In determining whether a director is independent, the Board considers whether the director has a relationship which could, or could be perceived to, interfere with the director's ability to objectively assess the performance of management. The Board, at present, is composed of three directors, the majority of whom are considered "independent" as that term is defined in applicable securities legislation. Mr. Campbell is not considered independent for the purposes of NI 58-101 – *Disclosure of Corporate Governance Practices* by reason of his offices as Chief Executive Officer and President of the Company.

The Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions.

The Board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company's business in the ordinary course, managing the Company's cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The Board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

DIRECTORSHIPS IN OTHER REPORTING ISSUERS

Certain of the directors of the Company are also directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director	Other Reporting Issuer (or the equivalent) (1)
Jack Campbell	Radio Fuels Energy Corp.
John Anderson	Anibesa Energy Metals Corp. Atlas Salt Inc. Intercontinental Gold and Metals Ltd. Metals Creek Resources Corp. Parallel Mining Corp. Parent Capital Corp. Phenom Resources Corp. Simba Gold Corp. Triple Point Resources Ltd. Triumph Gold Corp. Wildsky Resources Inc.
Ali Zamani	Intercontinental Gold and Metals Ltd.

NOTE:

(1) The information in the table above as to other directorships is not within the knowledge of management of the Company and has been furnished by the respective directors.

ORIENTATION AND CONTINUING EDUCATION

The Board is responsible for providing orientation for all new recruits to the Board. New directors are briefed on strategic plans, short-, medium- and long-term corporate objectives, business risks and

mitigation strategies, corporate governance guidelines and existing Company policies. However, there is no formal orientation for new members of the Board and this is considered appropriate given the Company's size and current level of operations. Each new director brings a different skill set and professional background and, with this information, the Board is able to determine what orientation to the nature and operations of the Company's business will be necessary and relevant to each new director. New directors also have the opportunity to become familiar with the Company and its business by meeting with the other directors and with officers and employees. A formal orientation process will be implemented when growth of the Company's operations warrants such implementation.

The skills and knowledge of the Board as a whole is such that no formal continuing education process is currently deemed required. The Company provides continuing education for its directors as the need arises in respect of issues that are necessary for them to understand and meet their obligations as directors.

Board members are encouraged to communicate with management, auditors and technical consultants in order to keep current with industry trends and developments and changes in legislation. Board members have full access to the Company's records. In addition, all of the directors of the Company are actively involved in their respective areas of expertise.

ETHICAL BUSINESS CONDUCT

The Board has adopted a written code of business conduct and ethics (the "**Code of Ethics**") for the directors, officers and employees of the Company. A copy of the Code of Ethics may be obtained by written request to the Corporate Secretary of the Company, 221 – 998 Harbourside Drive, North Vancouver, British Columbia, V7P 3T2 Canada (email: issuers@keystonecorp.ca) or from the Company's website at www.mexicangold.ca. All directors, officers and employees are advised of their obligations pursuant to the Code of Ethics and copies of all corporate policies, including the Code of Ethics and the Whistleblower Policy, are provided.

The Board advocates a high standard of integrity for all of its members and the Company. To this end, all directors, officers and employees are required to read and understand the Company's Code of Ethics and Whistleblower Policy.

In addition, the Board relies on the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law to ensure the Board operates independently of management and in the best interests of the Company. The Board has found that these, combined with the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest, have been sufficient.

Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and to disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid, and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or

transaction be approved by the Shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

NOMINATION OF DIRECTORS

The Board considers its size each year when it considers the number of directors to recommend to Shareholders for election at the annual meeting of Shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The Board is also responsible for identifying and recruiting new members to the Board and planning for the succession of board members.

COMPENSATION OF DIRECTORS AND CHIEF EXECUTIVE OFFICER

To determine compensation payable, the Board reviews compensation paid to directors and officers of companies of similar size and stage of development in the same industry and determines an appropriate compensation, reflecting the need to provide compensation and long-term incentive in the form of stock options for the time and effort expended by the directors and senior management of the Company while taking into account the financial and other resources of the Company. When determining the compensation of its directors and officers, the Board considers: (i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Shareholders; (iv) rewarding performance, both on an individual basis and with respect to operations in general; and (v) permitted compensation under the rules of the Exchange.

The Board reviews the performance of the executive officers in light of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives. For further discussion on executive officer compensation please see *"Section 5 – Statement of Executive – Oversight and Description of Director and NEO Compensation".*

COMMITTEES OF THE BOARD OF DIRECTORS

The Board currently has two committees being the Audit Committee (the "**Audit Committee**") and the Compensation Committee (the "**Compensation Committee**").

The members of the Audit Committee and the Compensation Committee are John Anderson, Jack Campbell, and Ali Zamani. A description of the members and function of the Audit Committee can be found in this Circular under *"Section 7 - Audit Committee".*

ASSESSMENTS

The Board annually reviews its own performance and effectiveness as well as reviews the Audit Committee Charter and recommends revisions as necessary. The Board has not adopted formal procedures to regularly assess the Board, the Audit Committee or the individual directors as to their effectiveness and contribution. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of individual directors are informally monitored by the other board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board. The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and its committees.

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company's corporate governance practice allows the Company to

operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

SECTION 9 – OTHER INFORMATION

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company has a 10% rolling stock option plan in place. See *"Section 5 - Particulars of Matters to be Acted Upon – 4. Approval of Stock Option Plan"* and *"Section 6 - Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans"*.

The following table provides information as at June 30, 2024, regarding the number of Shares reserved for issuance pursuant to the Stock Option Plan. The Company does not have any equity compensation plans that have not been approved by Shareholders.

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 (b)**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)**
Equity compensation plans approved by securityholders (1)	575,400	$1.40	1,548,027
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total:	575,400	$1.40	1,548,027

NOTES:

(1) Represents the Stock Option Plan of the Company. As at June 30, 2024, the Stock Option Plan reserves Shares equal to a maximum of 10% of the issued and outstanding Shares of the Company. As at June 30, 2024, the Company had 21,234,278 Shares issued and outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" as defined in applicable securities legislation, since the beginning of the financial year ended June 30, 2024, none of:

(a) the executive officers, directors, employees and former executive officers, directors and employees of the Company or any of its subsidiaries;

(b) the proposed nominees for election as a director of the Company; or

(c) any associates of the foregoing persons;

is or has been indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, and which was not entirely repaid on or before the date of this Circular.

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

Except as disclosed herein, no director or executive officer of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and the approval of the Stock Option Plan.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in this Circular or as disclosed in the Company's financial statements, no informed person of the Company, or proposed director of the Company, or any associate or affiliate of any informed person or proposed director, had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year, or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its Shares.

MANAGEMENT CONTRACTS

Since the beginning of the Company's most recently completed financial year ended June 30, 2024, management functions of the Company are not, and have not been, to any substantial degree performed by any person other than the executive officers and directors of the Company. See *"Section 6 - Statement of Executive Compensation – Employment, Consulting and Management Agreements"*.

ADDITIONAL INFORMATION

Financial information about the Company is included in the Company's comparative annual financial statements for the year ended June 30, 2024, and the related Management's Discussion and Analysis, which have been electronically filed with regulators and are available under the Company's profile on SEDAR+ at www.sedarplus.ca. Copies may be obtained without charge upon request to the Corporate Secretary of the Company, 221 – 998 Harbourside Drive, North Vancouver, British Columbia, V7P 3T2 Canada – email: issuers@keystonecorp.ca – telephone: 604-977-3214.

You may also access the Company's other public disclosure documents on SEDAR+ at www.sedarplus.ca under the Company's profile. Additional information about the Company can be found on the Company's website at www.mexicangold.ca.

REQUEST FOR FINANCIAL STATEMENTS

National Instrument 51-102 – *Continuous Disclosure Obligations* sets out the procedures for a shareholder to receive financial statements. If you wish to receive financial statements, you may use the enclosed form or provide instructions in any other written format.

APPROVAL OF THE BOARD OF DIRECTORS

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

DATED at Vancouver, British Columbia, this 21st day of October, 2024.

ON BEHALF OF THE BOARD

MEXICAN GOLD MINING CORP.

/s/ Jack Campbell
Jack Campbell
Chief Executive Officer, President, and Director

SCHEDULE "A"

AMENDED STOCK OPTION PLAN

MEXICAN GOLD MINING CORP.
(the "Company")

AMENDED AND RESTATED SHARE OPTION PLAN

(dated for reference October 20, 2022, as amended October 21, 2024)

ARTICLE ONE
DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. For purposes of this Share Option Plan, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

(a) "**Blackout Period**" means a period of time during which (i) the trading guidelines of the Company, as amended or replaced from time to time, restrict one or more Participants from trading in securities of the Company or (ii) the Company has determined that one or more Participants may not trade any securities of the Company;

(b) "**Business Day"** means a day on which the Exchange is open for trading;

(c) "**Committee**" means the Directors or, if the Directors so determine in accordance with section 2.03 hereof, the committee of the Directors authorized to administer this Share Option Plan;

(d) "**Common Shares**" means the common shares of the Company, as adjusted in accordance with the provisions of Article Five hereof from time to time;

(e) "**Company**" means Mexican Gold Mining Corp., a corporation existing under the *Business Corporations Act* (British Columbia), and includes, unless the context otherwise requires, each of its Designated Affiliates and successor according to law;

(f) "**Consultant**" means, other than an Eligible Director or an Eligible Employee, any individual or company that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company, other than services provided in relation to a Distribution;

(ii) provides the services under a written contract between the Company and the individual or the company, as the case may be; and

(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;

(g) "**Consultant Company**" means a Consultant that is a company;

(h) "**Designated Affiliate**" means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;

(i) "**Directors**" means the directors of the Company from time to time;

(j) "**Eligible Directors**" means the Directors or the directors of any Designated Affiliate from time to time;

(k) "**Eligible Employees**" means employees and officers, whether Directors or not, of the Company, provided that such employees and officers are either individuals who are considered employees under the *Income Tax Act* (Canada) or individuals who work full-time, or on a continuing and regular basis for a minimum amount of time per week, for the Company providing services normally provided by an employee and who are subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source;

(l) "**Employment Contract**" means any contract between the Company and any Eligible Employee, Eligible Director or Consultant relating to, or entered into in connection with, the employment or departure of the Eligible Employee, the appointment, election or departure of the Eligible Director or the engagement of the Consultant or any other agreement to which the Company is a party with respect to the rights of such Participant in respect of a change in control of the Company or the termination of employment, appointment, election or engagement of such Participant;

(m) "**Exchange**" means the TSX Venture Exchange;

(n) "**Exchange Hold Period**" means a four-month resale restriction imposed by the Exchange on:

(i) Common Shares and securities convertible, exercisable or exchangeable into Common Shares (including Options) issued by the Company to:

i. directors, officers and Promoters of the Company;

ii. Consultants of the Company; or

iii. Persons holding securities carrying more than 10% of the voting rights attached to the Company's securities both immediately before and after the transaction in which securities are issued, and who have elected or appointed or have the right to elect or appoint one or more directors or senior officers of the Issuer, except in the case of securities whose Distribution (as such term is defined in the policies of the Exchange) was qualified by a Prospectus (as such term is defined in the policies of the Exchange) or which were issued under a take-over bid, rights offering or pursuant to an amalgamation or other statutory procedure;

(ii) Options granted by the Company to any Person with an exercise price that is less than the applicable Market Price; and

(iii) as required by subsection (e)(v) of the definition of Market Price in Policy 1.1 of the Exchange, securities issued at a price or deemed price that is less than $0.05 except in the case of securities whose Distribution was qualified by a Prospectus or securities issued pursuant to Policy 4.5 – Rights Offerings of the Exchange;

(o) "**Exercise Price**" has the meaning given to such term in section 3.03 hereof;

(p) "**Insider**" has the meaning given to such term in the policies of the Exchange;

(q) "**Investor Relations Service Provider**" mean any Participant conducting Investor Relations Activities as such terms as defined in the policies of the Exchange;

(r) "**Management Company Employee**" means an individual employed by the Company providing management services to the Company, which services are required for the ongoing successful operation of the business enterprise of the Company;

(s) "**Option**" means an option to purchase Common Shares granted pursuant to, or governed by, this Share Option Plan;

(t) "**Optionee**" means a Participant to whom an Option has been granted pursuant to this Share Option Plan;

(u) "**Option Period**" means the period of time during which the particular Option may be exercised, including as extended in accordance with section 3.04 hereof;

(v) "**Participant**" means each Eligible Director, Eligible Employee, Consultant, and Management Company Employee;

(w) "**Share Compensation Arrangement**" means any Option under this Share Option Plan but also includes any other stock options, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Participant.

(x) "**Share Option Plan**" means this share option plan as amended from time to time;

(y) "**Termination**" has the meaning given to such term in section 3.11 hereof; and

(z) "**U.S. Securities Act**" has the meaning given to such term in section 4.02 hereof.

Capitalized words and terms with the initial letter or letters thereof capitalized and not defined herein shall have the meaning ascribed to them as in the policies of the Exchange.

Section 1.02 Securities Definitions. In this Share Option Plan, the terms "affiliate" and "subsidiary" shall have the meaning given to such terms in the *Securities Act* (British Columbia).

Section 1.03 Headings. The headings of all articles, sections, paragraphs and subparagraphs in this Share Option Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this Share Option Plan.

Section 1.04 Context, Construction. Whenever the singular or masculine are used in this Share Option Plan the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires. The word "person" shall be given the widest meaning possible and shall include, without limitation, an individual, a corporation, a partnership, a limited partnership or any other unincorporated entity.

Section 1.05 References to this Share Option Plan. The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this Share Option Plan as a whole and not to any particular article, section, paragraph, subparagraph or other part hereof.

Section 1.06 Canadian Funds. Unless otherwise specifically provided, all references to dollar amounts in this Share Option Plan are references to lawful money of Canada.

ARTICLE TWO
PURPOSE AND ADMINISTRATION OF THIS SHARE OPTION PLAN

Section 2.01 Purpose of this Share Option Plan. This Share Option Plan provides for the potential acquisition of Common Shares by Participants for the purpose of advancing the interests of the Company through the motivation, attraction and retention of key employees, directors and consultants of the Company and to secure for the Company and the shareholders of the Company the benefits inherent in the ownership of Common Shares by key employees, directors and consultants of the Company, it being generally recognized that share incentive plans can aid in attracting, retaining and encouraging employees, directors and consultants due to the opportunity offered to them to acquire a proprietary interest in the Company.

Section 2.02 Administration of this Share Option Plan. This Share Option Plan shall be administered by the Committee and the Committee shall have full authority to administer this Share Option Plan, including the authority to interpret and construe any provision of this Share Option Plan and to adopt, amend and rescind such rules and regulations for administering this Share Option Plan as the Committee may deem necessary or desirable in order to comply with the requirements of this Share Option Plan, subject in all cases to compliance with regulatory requirements. 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. 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 Share Option 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. The appropriate officers of the Company are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary or desirable for the implementation of this Share Option Plan and of the rules and regulations established for administering this Share Option Plan. All costs incurred in connection with this Share Option Plan shall be for the account of the Company. This Share Option Plan shall be administered in accordance with the rules and policies of the Exchange by the Committee so long as the Common Shares are listed on the Exchange.

Section 2.03 Delegation to Committee. All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by a committee of the Directors comprised of not less than three Directors.

Section 2.04 Record Keeping. The Company shall maintain a register in which shall be recorded:

(a) the name and address of each Optionee;

(b) the number of Common Shares subject to Options granted to each Optionee; and

(c) the aggregate number of Common Shares subject to Options.

Section 2.05 Determination of Participants. The Committee shall from time to time determine the Participants who may participate in this Share Option Plan. The Committee shall from time to time determine the Participants to whom Options shall be granted, the number of Common Shares to be made subject to, and the expiry date of, each Option granted to each Participant and the other terms, including any vesting provisions, of each Option granted to each Participant, all such determinations to be made in accordance with the terms and conditions of this Share Option Plan, and the Committee may take into consideration the present and potential contributions of, and the services rendered by, the

particular Participant to the success of the Company and any other factors which the Committee deems appropriate and relevant. The Committee and the Participant must ensure and confirm that the Participant is a bona fide Eligible Director, Eligible Employee, Management Company Employee, or Consultant, as the case may be.

Section 2.06 Maximum Number of Shares.

(a) The maximum aggregate number of Common Shares that are issuable pursuant to all Share Compensation Arrangements, including this Share Option Plan, shall not exceed at any point in time, in the aggregate, 10% of the number of Common Shares then outstanding.

(b) The maximum aggregate number of Common Shares that are issuable pursuant to all Share Compensation Arrangements, including this Share Option Plan, granted or issued to Participants who are Insiders (as a group) shall not exceed at any point in time 10% of the number of Common Shares then outstanding, unless disinterested Shareholder approval has been obtained.

(c) The maximum aggregate number of Common Shares that are issuable pursuant to all Share Compensation Arrangements, including this Share Option Plan, granted or issued in any 12-month period to Insiders (as a group) shall not exceed 10% of the number of Common Shares then outstanding, unless disinterested Shareholder approval has been obtained.

(d) The maximum aggregate number of Common Shares that are issuable pursuant to all Share Compensation Arrangements, including this Share Option Plan, granted or issued in any 12-month period to any one Participant (excluding Consultants) shall not exceed 5% of the number of Common Shares then outstanding, unless disinterested Shareholder approval has been obtained.

(e) The maximum aggregate number of Common Shares that are issuable pursuant to all Share Compensation Arrangements, including this Share Option Plan, granted or issued in any 12-month period to any Consultant shall not exceed 2% of the number of Common Shares then outstanding.

(f) The maximum aggregate number of Common Shares that are issuable pursuant to all Options granted in any 12-month period to all Participants conducting Investor Relations Activities in aggregate must not exceed 2% of the Common Shares then outstanding.

For purposes of this section 2.06, "the number of Common Shares then outstanding" shall mean the number of Common Shares outstanding on a non-diluted basis calculated at the date of the proposed grant, award or issuance of any security-based compensation. All Common Shares reserved for issue upon the exercise of options outstanding under any stock option plan (a "**Prior Plan**") of the Company that has received the approval of the shareholders of the Company prior to the date that this Share Option Plan becomes effective, shall be counted toward the maximum number of Common Shares permitted to be reserved for issue pursuant to any of the provisions of this section 2.06.

ARTICLE THREE
SHARE OPTION PLAN

Section 3.01 The Share Option Plan and Participants. This Share Option Plan is hereby established for Eligible Directors, Eligible Employees and Consultants.

Section 3.02 Option Notice or Agreement. Each Option granted to a Participant may be evidenced by a stock option notice or stock option agreement setting out terms and conditions consistent with the

provisions of this Share Option Plan, which terms and conditions need not be the same in each case and which terms and conditions may be changed from time to time.

Section 3.03 Exercise Price. The price per share (the "**Exercise Price**") at which any Common Share which is the subject of an Option may be purchased shall be determined by the Committee at the time the Option is granted, provided that the Exercise Price shall be not less than the closing price of the Common Shares on the Stock Exchange on the last trading day immediately preceding the date of the grant of such Option less the maximum discount, if any, permitted by the Stock Exchange (provided that so long as the Common Shares are listed on the Exchange the Exercise Price will be subject to a minimum price of $0.05) or, if the Common Shares are not then listed on any stock exchange, the Exercise Price shall not be less than the fair market value of the Common Shares as may be determined by the Directors on the day immediately preceding the date of the grant of such Option. Disinterested shareholder approval shall be required for any reduction in the Exercise Price of any Option if the Optionee is an Insider of the Company at the time of the proposed amendment to the Exercise Price.

Section 3.04 Term of Option. The Option Period for each Option shall be such period of time as shall be determined by the Committee, provided that in no event shall an Option Period exceed 10 years. Disinterested shareholder approval shall be required for any extension to the Option Period if the Optionee is an Insider of the Company at the time of the proposed extension of the Option Period.

An automatic extension to the expiration date of an Option shall apply if such date falls with a Blackout Period. The following requirements are applicable to any such automatic extension:

(a) The Blackout Period must be formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Company formally imposing a Blackout Period, the expiry date of an Option shall not be automatically extended.

(b) The Blackout Period shall expire following the general disclosure of the undisclosed Material Information. The expiry date of the affected Option will be extended to no later than ten (10) business days after the expiry of the Blackout Period.

(c) The automatic extension of a Participant's Option will not be permitted where the Participant or the Issuer is subject to a cease trade order (or similar order under Securities Laws) in respect of the Company's securities.

(d) Subject to (c) above, the automatic extension is available to all eligible Participants under the Share Option Plan under the same terms and conditions.

Section 3.05 Lapsed Options. If Options granted under this Share Option Plan (or stock options granted under a Prior Plan) are surrendered, terminate or expire without being exercised in whole or in part, new Options may be granted covering the Common Shares not purchased under such lapsed Options (or such lapsed stock options).

Section 3.06 Limit on Options to be Exercised. Except as otherwise specifically provided herein or in any Employment Contract, Options may be exercised by the Optionee in whole at any time, or in part from time to time (in each case to the nearest full Common Share), during the Option Period only in accordance with the vesting schedule, if any, determined by the Committee, in its sole and absolute discretion, subject to the applicable requirements of the Stock Exchange, at the time of the grant of the Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Committee from time to time with respect to a particular Option. If the Committee does not determine a vesting schedule at the time of the grant of

any particular Option, such Option shall be exercisable in whole at any time, or in part from time to time, during the Option Period, subject to the applicable requirements of the Stock Exchange.

Notwithstanding the above, Options granted to all Participants conducting Investor Relations Activities must vest in stages over a period of not less than 12 months such that:

- no more than 1/4 of the Options vest no sooner than three months after the Options were granted;
- no more than 1/4 of the Options vest no sooner than six months after the Options were granted;
- no more than 1/4 of the Options vest no sooner than nine months after the Options were granted; and
- the remainder of the Options vest no sooner than 12 months after the Options were granted.

The Directors shall, through the establishment of appropriate procedures, monitor the trading in the securities of the Company by all Investor Relations Service Providers and there can be no acceleration of the vesting requirements applicable to Options granted to an Investor Relations Service Provider without the prior written approval of the Exchange.

While the Common Shares are listed on the Exchange, the Exchange Hold Period is applicable and Options subject to an Exchange Hold Period must be legended accordingly in accordance with the policies of the Exchange.

Section 3.07 Eligible Participants on Exercise. An Option may be exercised by the Optionee in whole at any time, or in part from time to time, during the Option Period, provided however that, except as otherwise specifically provided in section 3.10 or 3.11 hereof or in any Employment Contract, no Option may be exercised unless the Optionee at the time of exercise thereof is:

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

(b) in the case of an Eligible Director who is not also an Eligible Employee, a director of the Company or a Designated Affiliate and has been such a director continuously since the date of the grant of such Option; and

(c) in the case of a Consultant, engaged, directly or indirectly, in providing ongoing management, advisory, consulting, technical or other services for the Company and has been so engaged since the date of the grant of such Option.

Section 3.08 Payment of Exercise Price. The issue of Common Shares on the exercise of any Option shall be contingent upon receipt by the Company of payment of the aggregate purchase price for the Common Shares in respect of which the Option has been exercised by cash or certified cheque delivered to the registered office of the Company together with a completed notice of exercise. No Optionee or legal representative, legatee or distributee of any Optionee will be, or will be deemed to be, a holder of any Common Shares with respect to which such Optionee was granted an Option, unless and until certificates for such Common Shares are issued to such Optionee, or them, under the terms of this Share

Option Plan. Subject to section 3.12 hereof, upon an Optionee exercising an Option and paying the Company the aggregate purchase price for the Common Shares in respect of which the Option has been exercised, the Company shall as soon as practicable thereafter issue and deliver a certificate representing the Common Shares so purchased.

Section 3.09 Acceleration on Take-over Bid, Consolidation, Merger, etc. In the event that:

(a) the Company seeks or intends to seek approval from the shareholders of the Company for a transaction which, if completed, would constitute an Acceleration Event (as defined below); or

(b) a person makes a bona fide offer or proposal to the Company or the shareholders of the Company which, if accepted or completed, would constitute an Acceleration Event,

the Company shall send notice to all Optionees of such transaction, offer or proposal as soon as practicable and, provided that the Committee has determined that no adjustment will be made pursuant to section 5.06 hereof, (i) the Committee may, by resolution and notwithstanding any vesting schedule applicable to any Option or section 3.06 hereof, permit all Options outstanding which have restrictions on their exercise to become immediately exercisable during the period specified in the notice (but in no event later than the applicable expiry date of an Option), so that the Optionee may participate in such transaction, offer or proposal, and (ii) the Committee may accelerate the expiry date of such Options and the time for the fulfillment of any conditions or restrictions on such exercise.

In this section 3.09, an Acceleration Event means:

(a) the acquisition by any "offeror" (as defined in section 92 of the *Securities Act* (British Columbia) as of the date hereof) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Company, by means of a take-over bid or otherwise;

(b) any consolidation, merger, statutory amalgamation or arrangement involving the Company and pursuant to which the Company will not be the continuing or surviving corporation or pursuant to which the Common Shares will be converted into cash or securities or property of another entity, other than a transaction involving the Company and in which the shareholders of the Company immediately prior to the completion of the transaction will have the same proportionate ownership of the surviving corporation immediately after the completion of the transaction;

(c) a separation of the business of the Company into two or more entities;

(d) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to another entity; or

(e) the approval by the shareholders of the Company of any plan of liquidation or dissolution of the Company.

There can be no acceleration of the vesting requirements applicable to Options granted to an Investor Relations Service Provider without the prior written approval of the Exchange.

Section 3.10 Effect of Death. If a Participant or, in the case of a Consultant Company, the primary individual providing services to the Company on behalf of the Consulting Company, shall die, any outstanding Option held by such Participant or Consulting Company at the date of such death shall become immediately exercisable notwithstanding section 3.06 hereof, and shall be exercisable in whole

or in part only by the person or persons to whom the rights of the Optionee under the Option shall pass by the will of the Optionee or the laws of descent and distribution for a period of 12 months after the date of death of the Optionee or prior to the expiration of the Option Period in respect of the Option, whichever is earlier, and then only to the extent that such Optionee was entitled to exercise the Option at the date of the death of such Optionee in accordance with sections 3.06, 3.07 and 3.11 hereof.

Section 3.11 Effect of Termination of Engagement. If a Participant shall:

(a) cease to be a director of the Company (and is not or does not continue to be an employee thereof) for any reason (other than death); or

(b) cease to be employed by, or provide services to, the Company (and is not or does not continue to be a director or officer thereof), or any corporation engaged to provide services to the Company, for any reason (other than death) or shall receive notice from the Company of the termination of his Employment Contract;

(such cessation, or the earlier of such cessation or receipt of a notice of termination, as the case may be, being referred to as a "**Termination**"), except as otherwise provided in any Employment Contract or the terms and conditions of any Option,

(c) in situations of Termination not for cause such Participant may, but only within the 90 days (unless such period is extended by the Committee and approval is obtained from the stock exchange on which the Common Shares of the Company trade), or thirty days if the Participant was conducting Investor Relations Activities (unless such period is extended by the Committee and approval is obtained from the stock exchange on which the Common Shares trade), next succeeding such Termination, exercise the Options to the extent that such Participant was entitled to exercise such Options at the date of such Termination, and

(d) in situations other than a Termination not for cause, such Participant may, but only within 90 days following Termination, exercise his Options to the extent that such Participant was entitled to exercise such Options at the date of Termination.

Notwithstanding the foregoing or any Employment Contract, in no event shall such right extend beyond the Option Period.

Section 3.12 Necessary Approvals. The obligation of the Company to issue and deliver any Common Shares in accordance with this Share Option Plan shall be subject to any necessary approval of any stock exchange or regulatory authority having jurisdiction over the securities of the Company. If any Common Shares cannot be issued to any Participant upon the exercise of an Option for whatever reason, the obligation of the Company to issue such Common Shares shall terminate and any exercise price paid to the Company in respect of the exercise of such Option shall be returned to the Participant.

ARTICLE FOUR
WITHHOLDING TAXES AND SECURITIES LAWS OF THE UNITED STATES OF AMERICA

Section 4.01 Withholding Taxes. The Company may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Option or Common Share including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Common Shares to be issued upon the exercise of any Option, until such time as the Participant has paid the Company for any amount which the Company is

required to withhold with respect to such taxes. The Company must ensure that this section 4.01 does not supersede the requirements under Exchange's Policy 4.4 *Security Based Compensation* nor potentially result in the alteration of the Exercise Price.

Section 4.02 Securities Laws of the United States of America. Neither the Options which may be granted pursuant to this Share Option Plan nor the Common Shares which may be issued pursuant to the exercise of Options have been registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or under any securities law of any state of the United States of America. Accordingly, any Participant who is issued Common Shares or granted an Option in a transaction which is subject to the U.S. Securities Act or the securities laws of any state of the United States of America may be required to represent, warrant, acknowledge and agree that:

(a) the Participant is acquiring the Option and/or any Common Shares as principal and for the account of the Participant;

(b) in granting the Option and/or issuing the Common Shares to the Participant, the Company is relying on the representations and warranties of the Participant to support the conclusion of the Company that the granting of the Option and/or the issue of Common Shares do not require registration under the U.S. Securities Act or to be qualified under the securities laws of any state of the United States of America;

(c) each certificate representing Common Shares so issued may be required to have the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, OR (D) WITH THE PRIOR WRITTEN CONSENT OF THE CORPORATION (WHICH WILL BE DELIVERED PROMPTLY AND WILL NOT BE UNREASONABLY WITHHELD, BUT WHICH MAY BE CONDITIONAL ON DELIVERY OF A LEGAL OPINION IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION), PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE. A CERTIFICATE WITHOUT A LEGEND MAY BE OBTAINED FROM THE REGISTRAR AND TRANSFER AGENT OF THE CORPORATION IN CONNECTION WITH A SALE OF THE SECURITIES REPRESENTED HEREBY AT A TIME WHEN THE CORPORATION IS A "FOREIGN ISSUER" AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT, UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE REGISTRAR AND TRANSFER AGENT AND THE CORPORATION, TO THE EFFECT THAT SUCH SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN

COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT.";

provided that if such Common Shares are being sold outside the United States of America in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and provided that the Company is a "foreign issuer" within the meaning of Regulation S under the U.S. Securities Act at the time of such sale, such legend may be removed by providing a written declaration signed by the holder to the registrar and transfer agent for the Common Shares to the following effect:

"The undersigned (A) represents and warrants that the sale of the securities of Mexican Gold Mining Corp. (the "Company") to which this declaration relates is being made in compliance with Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not an affiliate of the Company as that term is defined in the U.S. Securities Act, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the undersigned and any person acting on its behalf reasonably believe that the buyer was outside the United States or (B) the transaction was executed on or through the facilities of a Designated Offshore Securities Market and neither the undersigned nor any person acting on behalf thereof knows or has any reason to believe that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.";

(d) other than as contemplated by paragraph 4.02(c) hereof, prior to making any disposition of any Common Shares acquired pursuant to this Share Option Plan which might be subject to the requirements of the U.S. Securities Act, the Participant shall give written notice to the Company describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel for the Company to determine whether registration under the U.S. Securities Act or qualification under any securities laws of any state of the United States of America is required in connection with the proposed disposition and whether the proposed disposition is otherwise in compliance with such legislation and the regulations thereto;

(e) other than as contemplated by paragraph 4.02(c) hereof, the Participant will not attempt to effect any disposition of the Common Shares owned by the Participant and acquired pursuant to this Share Option Plan or of any interest therein which might be subject to the requirements of the U.S. Securities Act in the absence of an effective registration statement relating thereto under the U.S. Securities Act or an opinion of counsel satisfactory in form and substance to counsel for the Company that such disposition would not constitute a violation of the U.S. Securities Act and then will only dispose of such Common Shares in the manner so proposed;

(f) the Company may place a notation on the records of the Company to the effect that none of the Common Shares acquired by the Participant pursuant to this Share Option Plan shall be transferred unless the provisions of the Plan have been complied with; and

(g) the effect of these restrictions on the disposition of the Common Shares acquired by the Participant pursuant to this Share Option Plan is such that the Participant may not be able to sell or otherwise dispose of such Common Shares for a considerable length of time in a transaction which is subject to the provisions of the U.S. Securities Act other than as contemplated by paragraph 4.02(c) hereof.

ARTICLE FIVE
GENERAL

Section 5.01 Effective Time of this Share Option Plan. This Share Option Plan shall become effective upon a date to be determined by the Directors.

Section 5.02 Amendment of Plan. The Committee may from time to time in the absolute discretion of the Committee, subject to the applicable requirements of the Stock Exchange, amend, modify and change the provisions of this Share Option Plan or any Options granted pursuant to this Share Option Plan, provided that any amendment, modification or change to the provisions of this Share Option Plan or any Options granted pursuant to this Share Option Plan which would:

(a) materially increase the benefits under this Share Option Plan or any Options granted pursuant to the Plan;

(b) increase the number of Common Shares, other than by virtue of sections 5.06 and 5.07 hereof, which may be issued pursuant to this Share Option Plan; or

(c) materially modify the requirements as to eligibility for participation in this Share Option Plan;

shall only be effective upon such amendment, modification or change being approved by the shareholders of the Company, and, if required, by any stock exchange or any other regulatory authority having jurisdiction over the securities of the Company. In addition, if an Optionee is an Insider of the Company at the time of an amendment, modification or change that would materially increase the benefits under any of his Options granted pursuant to this Shares Option Plan, the Company must obtain disinterested shareholder approval. This Share Option Plan may be amended, without obtaining the approval of the Exchange, to (i) reduce the number of Common Shares under Option, or (ii) increase the exercise price or cancel an Option, provided the Company issues a news release outlining the terms of the amendment. In the event that the Common Shares are listed on the Exchange, all other amendments to this Share Option Plan will require the approval of the Exchange.

Section 5.03 Non-Assignable. No rights under this Share Option Plan and no Option awarded pursuant to this Share Option Plan are assignable or transferable by any Participant other than pursuant to a will or by the laws of descent and distribution.

Section 5.04 Rights as a Shareholder. No Optionee shall have any rights as a shareholder of the Company with respect to any Common Shares which are the subject of an Option. No Optionee shall be entitled to receive any dividends, distributions or other rights declared for shareholders of the Company for which the record date is prior to the date of issue of certificates representing Common Shares acquired upon the exercise of Options of such Optionee.

Section 5.05 No Contract of Employment. Nothing contained in this Share Option Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Company nor interfere or be deemed to interfere in any way with any right of the Company to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in any of this Share Option Plan by a Participant shall be voluntary.

Section 5.06 Consolidation, Merger, etc. If there is a consolidation, merger or statutory amalgamation or arrangement of the Company with or into another corporation, a separation of the business of the Company into two or more entities or a sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to another entity, upon the exercise of an Option under this Share Option Plan the holder thereof shall be entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had exercised the Option immediately prior to the effective time of such event, unless the Committee otherwise determines the basis upon which such Option shall be exercisable.

Section 5.07 Adjustment in Number of Common Shares Subject to the Plan. In the event there is any change in the Common Shares, whether by reason of a consolidation or subdivision or, subject to the prior acceptance of the Exchange, an adjustment related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend, recapitalization, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:

(a) the number of Common Shares available under this Share Option Plan;

(b) the number of Common Shares subject to any Option; and

(c) the exercise price of the Common Shares subject to Options.

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

Section 5.08 Securities Exchange Take-over Bid. In the event that the Company becomes the subject of a take-over bid (within the meaning of the *Securities Act* (British Columbia) as a result of which all of the outstanding Common Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all Optionees requiring them to surrender their Options within 10 days of the mailing of such notice, and the Optionees shall be deemed to have surrendered such Options on the tenth day after the mailing of such notice without further formality, provided that:

(a) the Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement options to the Optionees on the equity securities offered as consideration;

(b) the Committee has determined, in good faith, that such replacement options have substantially the same economic value as the Options being surrendered; and

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

Section 5.09 No 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 Share Option Plan.

Section 5.10 Participation through RRSPs and Holding Companies. Subject to the approval of the Committee, an Eligible Employee or Eligible Director may elect, at the time rights or Options are granted under this Share Option Plan, to participate in this Share Option Plan by holding any rights or Options granted under this Share Option Plan in a registered retirement savings plan established by such Eligible Employee or Eligible Director for the sole benefit of such Eligible Employee or Eligible Director or in a personal holding corporation controlled by such Eligible Employee or Eligible Director. For the purposes of this section 5.10, a personal holding corporation shall be deemed to be controlled by an Eligible Employee or Eligible Director if (i) voting securities carrying 100% of the votes for the election of directors of such corporation are held, otherwise than by way of security only, by or for the benefit of such Eligible Employee or Eligible Director and the votes carried by such voting securities are entitled, if exercised, to elect a majority of the board of directors of such corporation, and (ii) all of the equity securities of such corporation are directly held, otherwise than by way of security only, by or for the benefit of such Eligible Employee or Eligible Director. In the event that an Eligible Employee or Eligible Director elects to hold the Options granted under this Share Option Plan in a registered retirement savings plan or personal holding corporation, such Eligible Employee or Eligible Director must submit certifications, undertakings or any other documents, if any, required by the Stock Exchange, and the provisions of this Share Option Plan shall continue to apply as if the Eligible Employee or Eligible Director held such Options directly.

Section 5.11 Compliance with Applicable Law. If any provision of this Share Option Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction over the securities of the Company, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

Section 5.12 Interpretation. This Share Option Plan shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia.

SCHEDULE "B"

AUDIT COMMITTEE CHARTER

MEXICAN GOLD MINING CORP.
(the "**Company**")

Mandate

The primary function of the audit committee (the "**Committee**") is to assist the board of directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

Composition

The Committee shall be comprised of up to four directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee. At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Audit Committee Charter, the definition of "financially literate" is 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 presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

Meetings

The Committee shall meet four times annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

(a) Review and update the Charter annually.

(b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

(a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.

(b) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.

(c) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.

(d) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

(a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.

(b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

(c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

(d) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

(e) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.

(f) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

(g) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

(h) Review certification process.

(i) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Other

Review any related-party transactions.