



NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

TO BE HELD ON

MONDAY, JANUARY 19, 2026

-AND-

MANAGEMENT INFORMATION CIRCULAR

-OF-

SPARTAN METALS CORP.

DECEMBER 16, 2025



**NOTICE OF THE ANNUAL GENERAL MEETING
OF SHAREHOLDERS OF
SPARTAN METALS CORP.**

NOTICE IS HEREBY GIVEN that the annual general meeting of the shareholders (each a “Shareholder”) of Spartan Metals Corp. (the “Company”), to be held virtually and will take place on **Monday, January 19, 2026**, at **10:00 am** (Pacific Time) (the “Meeting”) for the purpose of:

1. receiving and considering the audited financial statements of the Company for the year ended December 31, 2024, together with the auditors’ report thereon;
2. appointing Dale Matheson Carr-Hilton Labonte LLP as the Company’s auditors for the ensuing year and authorizing the directors to fix their remuneration;
3. setting the number of directors at five (5);
4. electing the directors of the Company for the ensuing year;
5. considering, and if advisable, approving an ordinary resolution approving the Company’s 10% rolling stock option plan;
6. considering, and if advisable, approving an ordinary resolution approving the Company’s share unit plan; and
7. transacting such other business as may properly come before the Meeting or any adjournment thereof.

The Meeting will be **deemed** to be held at the Company’s head office located at 202-3310 Carrington Road, West Kelowna, British Columbia, V4T 0C6 Canada. This means that Shareholders will not be able to attend the Meeting physically; however, the Meeting will be **held in a virtual setting by dial in at 1-877-407-8293 (toll free North America) or +1-201-689-8349 (International) and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote at the Meeting.**

Accompanying this Notice of Meeting is the Information Circular which provides additional information relating to the matters to be dealt with and voted upon at the Meeting and is deemed to form part of this Notice of Meeting. Please see the section heading “*Particulars of Matters to be Acted Upon*” in the Information Circular for full particulars.

Shareholders are entitled to receive notice of and to vote at the meeting either in person or by proxy. Those who are unable to attend the meeting in person are requested to read, complete, date, sign and mail the enclosed form of proxy or by voting online or in accordance with the instructions set out in the proxy or voting instructions form.

The Company has fixed the close of business on the **15th day of December 2025** as the record date for the determination of shareholders who are entitled to receive notice of, and to vote at, the Meeting. Only shareholders of the Company of record as at that date are entitled to receive notice of and to vote at the Meeting.

DATED at Vancouver, British Columbia, this 16th day of December 2025.

BY ORDER OF THE BOARD OF DIRECTORS

“Brett Marsh”
Brett Marsh
President, CEO & Director



INFORMATION CIRCULAR

(As at December 16, 2025 except as indicated)

SOLICITATION OF PROXIES BY MANAGEMENT

Spartan Metals Corp. (the “**Company**”) is providing this information circular (the “**Information Circular**”) and the accompanying form of proxy in connection with management’s solicitation of proxies for use at the annual general meeting of shareholders the Company (each a “**Shareholder**”) to be held virtually as set out in the accompanying Notice of Meeting on **Monday, January 19, 2026 10:00 a.m. (Pacific Time)** and at any adjournments thereof (the “**Meeting**”). **Shareholders wishing to attend the Meeting may do so by calling 1-877-407-8923 (toll free North America) or +1-201-689-8349 (International) and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote at the Meeting.**

A summary of the information Shareholders will need to attend the Meeting is provided below.

Unless the context otherwise requires, when references in this Information Circular to the Company include its wholly-owned subsidiary Spartan Nevada Exploration Corporation (“**Spartan Nevada**”) incorporated under the laws of Nevada. The Company may conduct its solicitation by mail and officers and employees of the Company, without receiving special compensation, also telephone or make other personal contact with Shareholders for this purpose. The Company will pay the cost of solicitation. In this Information Circular, references to “\$” are to Canadian dollars.

ATTENDING, PARTICIPATING AND VOTING AT THE MEETING

We are holding the Meeting in a virtual only format where all Shareholders will have an opportunity to listen to the Meeting, and registered Shareholders and duly appointed proxy holders will be permitted to ask questions and vote at the Meeting by calling into the meeting using the dial-in information provided below regardless of their geographic location.

There are different ways to submit your voting instructions, depending on whether you are a registered or beneficial Shareholder. You may vote before the Meeting by completing your form of proxy or voting instruction form (“**VIF**”) in accordance with the instructions provided therein. Beneficial Shareholders should also carefully follow all instructions provided by their intermediaries to ensure that their shares are voted at the Meeting.

If you attend the Meeting via teleconference, it is important that you are connected to the teleconference call at all times during the Meeting in order to vote when required. It is your responsibility to ensure connectivity for the duration of the Meeting. You should allow ample time to check into the Meeting and complete any related procedures as directed.

VOTING INSTRUCTIONS

The Company is sending its meeting materials (the “**Materials**”) to its registered shareholders and beneficial shareholders. The Company does not intend to pay intermediaries to forward to objecting beneficial shareholders, under NI 54-101, the Meeting Materials and as such the objecting beneficial shareholders will not receive the Meeting Materials unless the objecting beneficial shareholders’ intermediary assumes the cost of delivery.

The persons named in the accompanying proxy are current directors and/or officers of the Company. If a shareholder wishes to appoint some other person, (who need not be a shareholder) to represent that shareholder at the Meeting, the shareholder may do so, either by striking out the printed names and inserting the desired person’s name in the blank space provided in the proxy or by completing another proper proxy and in either case delivering the completed and executed proxy:

- By mail or personal delivery to Odyssey Trust Company, Attn: Proxy Department, 1100-67 Yonge St., Toronto, ON M5E 1J8; or
- By fax to Odyssey, to the attention of the Proxy Department at 1-800-517-4553 (toll-free within Canada and the U.S.) or 416-263-9524 (international); or
- To Vote Your Proxy Online please visit: <https://vote.odysseytrust.com> and click on LOGIN. You will require the CONTROL NUMBER printed with your address to the right on your proxy form. If you vote by Internet, do not mail the proxy.

not later than 10:00 a.m., Pacific Time, on **January 15, 2026** or, with respect to any matter occurring after the reconvening of any adjournment of the Meeting, not less than one business day prior to the day set for the recommencement of such adjourned Meeting. Proxies delivered after such times will not be accepted. In particular, proxies may not be delivered to the Chairman at the Meeting.

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

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

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

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

NON-REGISTERED (BENEFICIAL) SHAREHOLDERS

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

Only registered shareholders or duly appointed proxyholders for registered shareholders are permitted to vote at the Meeting. Most of the shareholders of the Company are “non-registered” shareholders because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares.

More particularly, a person is not a registered shareholder in respect of Common Shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either (a) in the name of an intermediary (the “**Intermediary**”) that the Non-Registered Holder deals with in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP’s, RRIF’s, RESP’s and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (“**CDS**”) of which the Intermediary is a participant.

In accordance with the requirements of National Instrument 54-101, the Company has distributed the Meeting Materials to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has requested paper copies of the Meeting Materials (in which case the Intermediary will forward the Meeting Materials to the Non-Registered Holder). Very often, Intermediaries will use service companies to forward the Meeting Materials, as applicable, to Non-Registered Holders. Generally, if you are a Non-Registered Holder and you have not waived the right to receive the Meeting Materials, as applicable, you will either:

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

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

the instructions of your Intermediary, including when and where the proxy, proxy authorization or voting instruction form is to be delivered.

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

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

If you are an OBO, you should be aware that management of the Company does not intend to pay for Intermediaries to forward to OBO’s (who have not otherwise waived their right to receive proxy-related materials) under NI 54-101 the Meeting Materials and Form 54-101F7 – Request for Voting Instructions Made by Intermediary. Accordingly, an OBO will not receive the materials, unless the OBO’s Intermediary assumes the cost of delivery.

REVOCABILITY OF PROXY

In addition to revocation in any other manner permitted by law, a Shareholder, his attorney authorized in writing or, if the Shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting or to **Odyssey Trust Company, 350 - 409 Granville Street, Vancouver, BC V6C 1T2.**

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of common shares without par value (the “**Shares**”), of which **37,218,826** Shares are issued and outstanding. Persons who are registered Shareholders at the close of business on **December 15, 2025** will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each Share held. The Company has only one class of shares.

To the knowledge of the directors and senior officers of the Company, the beneficial owners or persons exercising control or direction over voting securities carrying more than 10% of the voting rights attached to the voting securities of the Company are:

Name	Number of Shares	Approximate % of Total Issued
Burton Egger	7,426,507	19.95%
Ridgeline Minerals Corp.	5,830,466	15.67%

PARTICULARS OF MATTERS TO BE ACTED UPON

Financial Statements

The audited financial statements of the Company for the financial year ended December 31, 2024 (the “**Financial Statements**”), together with the auditors’ report thereon, will be presented to the Shareholders at the Meeting. Shareholders should note that in accordance with the rules of National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”), Shareholders will no longer automatically receive copies of financial statements unless a card (*in the form enclosed herewith*) has been completed and returned as instructed. Copies of all previously issued annual and quarterly financial statements and related management discussions and analysis (“**MD&A**”) are available to the public on the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) website at www.sedarplus.ca.

Re-Appointment of Auditors

Shareholders will be asked to approve the re-appointment of Dale Matheson Carr-Hilton Labonte LLP, Chartered Professional Accountants, of Vancouver, British Columbia, as the auditor of the Corporation to hold office until the next annual general meeting of the Shareholders at remuneration to be fixed by the Board of Directors.

In the absence of instructions to the contrary the Shares represented by proxy will be voted IN FAVOUR of a resolution to appoint Dale Matheson Carr-Hilton Labonte LLP, Chartered Professional Accountants as auditors of the Company for the ensuing year, at a remuneration to be fixed by the board of directors of the Company (the “Board”), unless the Shareholder has specified in the Shareholder’s proxy that the Shareholder’s Shares are to be withheld from voting on the appointment of auditors.

Election of Directors

The directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. It is proposed that the number of directors for the ensuing year be fixed at five (5), subject to such increases as may be permitted by the Articles of the Company. At the Meeting, the Shareholders will be asked to consider and, if thought fit, approve an ordinary resolution fixing the number of directors to be elected at the Meeting at five (5).

The Company has an audit committee (the “**Audit Committee**”). Members of this committees are set out in the table below. See also “Corporate Governance Disclosure”.

Management of the Company proposes to nominate each of the following persons for election as a director. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Jurisdiction of Residence and Position	Principal occupation, business or employment and occupation, business or employment during the past 5 years	Previous Service as a Director	Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly⁽²⁾
Brett Marsh M.Sc., MBA, CPG. ⁽¹⁾ Arizona, United States President, CEO & Director	President, CEO & Director of the Company since August 18, 2025. Vice-President Exploration and Development HiTech Minerals, Inc May 2, 2022 – May 17, 2025 Self-employed consultant January 2014 to August 18, 2025	Director since October 3, 2025	1,800,000
Burton Egger BC, Canada Director	Retired Investment Advisor with Canaccord Genuity.	Director since January 7, 2019	7,426,507
Kosta Tsoutsis. ⁽¹⁾ BC, Canada Director	Self-employed consultant (November 2017 to present)	Director since July 22, 2025	100,000
Michael Harp Nevada, United States Director	Vice President of Exploration for Ridgeline Minerals Corp.	October 3, 2025	Nil
Jason Weber ⁽¹⁾ BC, Canada Director	President, CEO and Director, Silver North Resources Ltd.	Nominee	Nil

Notes:

- (1) Member of the Audit Committee.
- (2) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at December 16, 2025, based upon information furnished to the Company by the individual directors. Unless otherwise indicated, such Shares are held directly.

The following are brief biographies for each of management's new nominees to the Board of Directors:

Brett Marsh - Mr. Marsh has over 25 years of diverse mining and exploration experience in critical minerals, base, and precious metals. He has held leadership roles with several major and junior mining companies and delivered multiple projects that realized significant corporate and shareholder value. Recently he has actively developed multiple US Department of Defense and Energy grants for US Critical Mineral Projects and led definition and development of the McDermitt Lithium project in the western US.

Kosta Tsoutsis - Mr. Tsoutsis brings over 20 years of finance and capital market experience. Mr. Tsoutsis formerly worked as an investment advisor at Mackie Research, Jordan Capital Markets, and Canaccord Capital Corp. Mr. Tsoutsis has significant experience specializing in developing, restructuring and financing venture capital companies. Mr. Tsoutsis has directly raised over CDN\$30 million in development and venture capital for public and private companies worldwide.

Michael Harp - Mr. Harp, is currently Vice President of Exploration at Ridgeline Minerals Corp., and a professional geologist with 15 years of exploration experience in Nevada. Prior to joining Ridgeline Minerals, he was a senior member of the Gold Standard Ventures exploration team responsible for the discovery of over 5.0 Moz Au in the Railroad-Pinion district including the North Dark Star, Pinion and North Bullion deposits. As lead project geologist for the Dark Star Corridor and Central Bullion District, Mr. Harp was responsible for the planning and execution of multiple early to advanced stage exploration and resource definition programs and is a highly skilled field geologist. He has a Master of Science Degree in Geology

and is a Certified Professional Geologist.

Jason Weber, P.Geo. - Mr. Weber is a geologist with over 30 years of experience in the minerals exploration industry. Prior to Silver North, Jason held the position of President and CEO of Kiska Metals Corporation, a junior exploration company focused on the exploration and development of the Whistler gold-copper porphyry project in Alaska. Mr. Weber was President and CEO of Rimfire Minerals Corporation from 2007 to 2009 when Rimfire merged with Geoinformatics to create Kiska. He initially joined Rimfire in 1999 as Manager of Corporate Communications after working as a consulting project geologist with Equity Engineering in Canada, USA and Central America. Mr. Weber has served as a Director and advisor to numerous junior exploration companies.

Except as disclosed below, to the knowledge of the Company, no proposed director:

- (a) is, as at the date of the Information Circular, or has been, within 10 years before the date of the Information Circular, a director, chief executive officer (“CEO”) or chief financial officer (“CFO”) of any company (including the Company) that:
 - (i) was the subject, while the director was acting in the capacity as director, CEO or CFO of such company, of a cease trade or similar 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; or
 - (ii) was subject to a cease trade or similar 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, that was issued after the director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the director was acting in the capacity as director, CEO or CFO of such company; or
- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of the Information 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; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, 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 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
- (e) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a director.

The following directors of the Company hold directorships in other reporting issuers as set out below:

<i>Name of Director</i>	<i>Name of Other Reporting Issuer</i>
Kosta Tsoutsis	Americore Resources Corp ⁽¹⁾ Castlebar Capital Corp, ⁽¹⁾ Cross River Ventures Corp. ⁽²⁾ First Atlantic Nickel Corp ⁽¹⁾

	Live Energy Minerals Corp ⁽²⁾
Jason Weber	Silver North Resources Ltd. ⁽¹⁾

Notes:

- (1) Listed on the TSX Venture Exchange (“**Exchange**”).
- (2) Listed on Canadian Securities Exchange.

It is the intention of the Management Designees, if named as proxy, to vote FOR the election of the said persons to the Board, unless the Shareholder has specified in its proxy that its Shares are to be withheld from voting on the election of directors. Management does not contemplate that any of the nominees will be unable to serve as a director.

Approval of Rolling Up to 10% Stock Option Plan

On December 12, 2025 the board of directors adopted a new 10% rolling stock option plan (the “**2025 Option Plan**”), which makes a total of 10% (the “**SOP Limit**”) of the issued and outstanding shares of the Company available for issuance thereunder subject to Exchange acceptance and Shareholder approval.

The general terms and conditions of the 2025 Option Plan are reflected in the disclosure below.

<u>Key Terms</u>	<u>Summary</u>
Administration	The 2025 Option Plan will be administered by the Board, or such director or other senior officer or employee of the Company as may be designated as administrator by the Board. The Board or such committee may make, amend and repeal at any time, and from time to time, such regulations not inconsistent with the 2025 Option Plan.
Number of Common Shares	The maximum number of Common Shares issuable under the 2025 Option Plan shall not exceed 10% of the number of Common Shares issued and outstanding as of each date on which the Board grants the Option (the “ Award Date ”) with certain limits on grants to Participants (as defined in the 2025 Option Plan), Participants who are Insiders (as defined in the 2025 Option Plan), and Investor Relations Service Providers (as defined in the 2025 Option Plan) in accordance with the rules and policies of the Exchange. The number of Common Shares underlying Options that have been cancelled, that have expired without being exercised in full, and that have been issued upon exercise of Options shall not reduce the number of Common Shares issuable under the 2025 Option Plan and shall again be available for issuance thereunder.
Securities	Each Option entitles the holder thereof (an “ Option Holder ”) to purchase one Common Share at an exercise price determined by the Board. The Options are non-transferable.
Participation	Any Director, Officer, Consultant, Employee, Management Company Employee (as defined in the policies of the Exchange), of the Company (including any subsidiary of the Company), as the Board may determine. All Employees, Consultants, or Management Company Employees shall be confirmed to be a bona fide Employee, Consultant or Management Company Employee, by each party as the case may be.
Exercise Price	The exercise price of an Option will be determined by the Board in its sole discretion, provided that the exercise price will not be less than the Discounted Market Price (as defined in the policies of the Exchange) or \$0.05 per share (or, if the Common Shares are not listed for trading on

the Exchange, then the permissible discounted market price on such exchange or quotation system on which the Common Shares are then listed or quoted for trading) or such other price as may be required or permitted by the Exchange from time to time.

Exercise Period

The exercise period of an Option will be the period from and including the award date through to and including the expiry date that will be determined by the Board at the time of grant (the “**Expiry Date**”), provided that the Expiry Date of an Option will be no later than the tenth anniversary of the Award Date of the Option, provided that such date does not fall within a Blackout Period (as defined in the 2025 Option Plan), and any Options granted to any Optionee (as defined in the 2025 Option Plan) who is a Participant (each as defined in the 2025 Option Plan) will expire no more than 12 months following the date that such Optionee ceases to be engaged in such role.

Cessation of Employment

Subject to certain limitations, in the event that an Option Holder ceases to be engaged and or employed by the Company or an Affiliate (as defined in the 2025 Option Plan), other than by reason of death, the Expiry Date of the Option will be 90 days after the date of such Termination (as defined in the 2025 Option Plan). Notwithstanding the foregoing in no event shall such right be extended beyond the Option Period or one year from the date of Termination.

In the event that an Option Holder should die while he or she is still Director, Officer, Management Company Employee, Employee or Consultant of the Company, the Expiry Date will be 12 months from the date of death of the Option Holder.

Acceleration Events

If the Company seeks shareholder approval for a transaction which would constitute an Acceleration Event (as defined in the 2025 Option Plan) or third party makes a bona fide formal offer to the Company or its shareholders which would constitute an Acceleration Event, the Board (i) permit the Option Holders to exercise their Options, as to all or any of such Options that have not previously been exercised (regardless of any vesting restrictions), but in no event later than the Expiry Date of the Option, so that the Option Holders may participate in such transaction; and (ii) require the acceleration of the time for the exercise of the Options and of the time for the fulfilment of any conditions or restrictions on such exercise.

Notwithstanding any other provision of the 2025 Option Plan or the terms of any Option, if at any time when Options remains unexercised and the Company completes any transaction which constitutes an Acceleration Event, all outstanding unvested Options will automatically vest with the exception of any Options granted to persons performing Investor Relations Services which are subject to Exchange approval.

Any proposed acceleration of vesting provisions is subject to the policies and necessary approvals of the Exchange, if applicable.

Limitations

The maximum number of Common Shares which may be issued, at any time or within any one-year period, to Insiders as a group under the 2025 Option Plan, together with any other security based compensation of the Company, will be 10% of the total number of Common Shares issued and outstanding (including all Security Based Compensation Plans as defined in the policies of the Exchange). The total number of Options

awarded to any one individual in any twelve-month period will not exceed 5% of the issued and outstanding Common Shares of the Company at the Award Date (including all Security Based Compensation Plans) unless the Company has obtained disinterested shareholder approval as required by the Exchange.

The total number of Options awarded to any one Consultant (as defined in the policies of the Exchange) of the Company in any twelve-month period will not exceed 2% of the issued and outstanding Common Shares of the Company at the Award Date (including all Security Based Compensation Plans) unless consent is obtained from the Exchange.

The total number of Options awarded to all persons retained by the Company to provide Investor Relations Activities will not exceed 2% of the issued and outstanding Common Shares of the Company, in any twelve-month period, calculated at the Award Date unless consent is obtained from the Exchange. Options granted to persons retained to provide Investor Relations Activities and will vest in stages over not less than twelve months with no more than one quarter of the options vesting in any three-month period. Investor Relation Services Provides are not entitled to any Security Based Compensation other than Options.

Cashless Exercise

The 2025 Option Plan includes the provision for the payment of the exercise price by way of a “cashless exercise” or “net exercise” by delivering to the registered office of the Company a completed notice of exercise together with payment in the form of:

- (a) cash or certified cheque; or
- (b) whereby the Company has an arrangement with a brokerage firm pursuant to which the broker will loan the optionee to purchase the underlying Shares (the “**Cashless Exercise**”) and the broker will then sell the number of Shares to cover the exercise price to repay the loan made to the optionee. The brokerage firm receives an equivalent number of Shares from the exercise of the option and the optionee receives the balance of the Shares or cash proceeds from the balance of such Shares; or
- (c) whereby options excluding options held by investor services providers are exercised without the optionee making any cash payment to the Company (“**Net Exercise**”) and the optionee receives only the number of Shares that are equal to the quotient calculated by dividing:
 - (i) the number of options being exercised multiplied by the difference between the VWAP (as defined in the policies of the Exchange) of the underlying Common Shares and the exercise price of the options by;

- (ii) the VWAP of the underlying Shares.

Example

$$\frac{\# \text{ Shares} \times (\text{VWAP} - \text{Exercise Price})}{\text{VWAP}} = \# \text{ Shares}$$

In the event of a Cashless Exercise or Net Exercise, the number of options exercised, surrendered or converted, and not the number of Shares actually issued by the Company, must be included in calculating the limits of the 2025 Option Plan and all other security-based compensation plans.

Amendments

Subject to certain exceptions and any applicable regulatory approval, the Board may amend the 2025 Option Plan to be awarded for the purpose of complying with any changes in any relevant law, Exchange policy, rule or regulation applicable to the 2025 Option Plan, any Option or the Common Shares, or for any other purpose which the Board may deem desirable or necessary and may be permitted by all relevant laws, rules and regulations, provided that any such amendment will not materially impair any right of any Option Holder pursuant to any Option awarded prior to such amendment. The 2025 Option Plan may be amended, without obtaining the approval of the Exchange, to (i) reduce the number of Common Shares under an Option, or (ii) increase the exercise price or cancel an Option, provided the Company issues a news release outlining the terms of the amendment.

The Board may only amend the provisions of the 2025 Option Plan relating to the following if the Board obtains the approval of the shareholders of the Company: (i) persons eligible to be granted Options under the 2025 Option Plan; (ii) the maximum number or percentage of Common Shares reserved for issuance upon exercise of Options available under the 2025 Option Plan (iii) the limitations on grants of Options to any one person, Insiders, Consultants, or persons involved in Investor Relations Activities; (iv) the method for determining the exercise price for Options; (v) the maximum term of Options; (vi) the expiry and termination provisions applicable to Options; (vii) the addition of a Net Exercise provision or (viii) amendments to the amendment provisions of the 2025 Option Plan.

Disinterested shareholders of the Company must approve any amendment to Options held by an Insider at the time of the amendment that would have the effect of decreasing the exercise price of such Options or extension of an expiry date.

The Plan does not permit stock options to be transformed into stock appreciation rights.

No options are outstanding nor have been granted under the 2025 Option Plan which remains subject to shareholder approval. In accordance with good corporate governance practices and as recommended by National Policy 51-201 – *Disclosure Standards*, the Company will impose black-out periods restricting the exercising of options and trading of its securities by directors, officers, employees and consultants during periods surrounding the release of annual and interim financial statements and at other times when deemed necessary by management and the Board. In order to ensure that holders of outstanding options are not prejudiced by the imposition of such black-out periods, the 2025 Option Plan contains a provision to the effect that any outstanding options with an expiry date occurring during a management imposed black-out

period thereafter will be automatically extended to a date that is no longer than 10 business days following the end of the black-out period

2025 Option Plan Resolution

Therefore, at the Meeting, Shareholders will be asked to pass a resolution in the following form (the “**2025 Option Plan Resolution**”):

“BE IT RESOLVED, as an ordinary resolution that:

1. the adoption of the Company’s 2025 Option Plan attached as Schedule “A” hereto be ratified, confirmed and approved, subject to acceptance by the Exchange;
2. the Company be authorized to grant stock options pursuant and subject to the terms and conditions of the Plan at any time to a maximum of 10% of the issued and outstanding shares of the Company on the applicable grant date;
3. the Board be authorized on behalf of the Company to make amendments to the 2025 Option Plan as may be required by regulatory authorities, such as (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of 2025 Option Plan that do not have the effect of altering the scope, nature and intent of such provisions; and
4. any one officer or director of the Company is hereby authorized to execute and deliver all such documents and do all such acts and things as may be deemed advisable in such individual’s discretion for the purpose of giving effect to this resolution.

The full text of the 2025 Option Plan is attached hereto as Schedule “A”.

Unless otherwise directed, the management proxy nominees named in the accompanying form of proxy intend to vote the Common Shares represented thereby in respect of the Meeting “for” the approval of the 2025 Option Plan Resolution.

Approval of the Share Unit Plan

On December 12, 2025 the board of directors adopted a fixed share unit plan (the “**Share Unit Plan**”) subject to Exchange acceptance and approved by ordinary resolution shareholders by the Disinterested Shareholder Approval (as defined hereinbelow) as the combined limits of the 2025 Option Plan and the Share Unit Plan exceed the 10% limit threshold 16.7% as at the date hereof. There are currently no RSU’s or DSU’s granted or outstanding.

The purpose of the Share Unit Plan is to allow for potential acquisition of Common Shares of the Company by selected eligible persons for the purpose of advancing the interests of the Company through the motivation, attraction and retention of key employees, directors, officers, consultants and management company employees (the “**Participants**”) of the Company and its designated affiliates and to secure for the Company and the shareholders of the Company the benefits inherent in the ownership of Common Shares by key Participants of the Company and its designated affiliates. It is generally recognized that share unit plans can aid in attracting, retaining and encouraging Participants due to the opportunity offered to them to acquire a proprietary interest in the Company. The deferred share units (the “**DSUs**”) and restricted share units (the “**RSUs**,” and collectively with the DSUs, the “**Awards**”) issuable under the Share Unit Plan are “phantom shares” that track the value of the underlying Common Shares but do not entitle the recipient to the actual underlying Common Shares until such Awards vest.

Particulars of the Share Unit Plan

A summary of certain provisions of the Share Unit Plan are set out below.

Eligible Participants

Participation in the Share Unit Plan is restricted to Participants. The “Participants” include employees, directors and officers of the Company or its subsidiaries as well as consultants and management company employees providing ongoing services to the Company or its subsidiaries as outlined in the Share Unit Plan.

Transferability

Awards issued under the Share Unit Plan may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed of (other than to the beneficiary or estate of a Share Unit Plan Participant, as the case may be, upon the death of the Share Unit Plan Participant’s granted Awards (the “**Award Grantee**”)).

Administration of the Share Unit Plan

The Share Unit Plan is administered by the Board of the Company. The Share Unit Plan consists of DSUs and RSUs, the administration thereof is outlined below:

a) **Deferred Share Units**

Under the Share Unit Plan, the Board may grant DSUs (a “**DSU Award**”) to Participants (a “**DSU Award Eligible Person**”), attributable to the DSU Award Eligible Person’s duties. The purpose of DSU Awards is to provide Participants with appropriate equity-based compensation for the services he or she rendered to the Company. In addition, DSU Award Eligible Persons are entitled to elect to receive up to 100% of their annual cash compensation in DSUs. Each DSU Award Eligible Person who receives DSUs will receive that number of DSUs equal to the quotient of (i) and (ii), where (i) is the dollar amount of compensation payable in DSUs on the date the compensation is payable and (ii) is the fair market value¹ of the Common Shares on the date of payment, rounded down to the nearest whole number. Upon redemption, a DSU Award recipient will be entitled to receive: (i) the number of Common Shares equal to the number of DSUs being settled, (ii) the payment of a cash amount equal to the fair market value of the number of DSUs being settled, or (ii) any combination of the foregoing, as determined by the Company in its sole discretion.

b) **Restricted Share Units**

Under the Share Unit Plan, the Board may grant RSUs to Participants. Upon vesting, the RSUs will be redeemed within 30 days of the applicable redemption date, for (i) the number of Common Shares equal to the numbers of RSUs vested on the redemption date, (ii) a cash amount equal to the fair market value of the number of Common Shares equal to the number of RSUs being settled, or (iii) a combination of (i) and (ii). The redemption date in respect of any RSU is the date provided for in the agreement granting the RSUs, or if no date is set, the third anniversary of the grant date, unless otherwise provided for in the RSU Plan. The Board has the discretion to stipulate the length of time for vesting however no RSU shall vest before one year from date of issuance.

If a Participant is terminated, or if the Participant resigns or retires and holds vested Awards, the vested Awards will be redeemed as soon as practicable after the Participant’s employment is terminated. If a Participant is terminated, or if the Participant resigns or retires and holds unvested Awards, the unvested Awards held by the Participant will automatically terminate on the termination of the Participant’s employment and the Participant will cease to have any rights in relation to those Awards. In the event of a change of control of the Company, the Company may send notice to all Participants of such transaction, offer or proposal and (i) the Board may, by resolution and notwithstanding any vesting schedule applicable to any Award permit all Awards 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 Award), so that the Participant may participate in such transaction, offer or proposal, and (ii) the Board may accelerate the expiry date of such Awards and the time for the fulfillment of any conditions or restrictions on such exercise to an earlier date chosen by the Board in its unfettered discretion.

Amendments to the Share Unit Plan

The Board has the right, in its sole discretion, to amend, suspend or terminate the Share Unit Plan, provided that no such amendment, suspension or termination may be made without obtaining Exchange or shareholder approvals as applicable or adversely affect the rights of any Participant with respect to the Awards to which the Participant is entitled under the Share Unit Plan without the consent of the Participant. No amendments may be made by the Board to the Share Unit Plan without Shareholder approval or, if required under the Exchange Corporate Finance Manual, Disinterested Shareholders approval and Exchange approval, including the following: (i) an increase in the maximum number or percentage of Common Shares reserved for issuance under the Share Unit Plan pursuant to Section 3.4(1) of the Share Unit Plan, (ii) amendments to remove or increase the insider participation limits provided for in section 3.5 of the Share Unit Plan; (iii) amendments to remove or increase the participation limits provided for in section 3.4(3) of the Share Unit Plan while the Common Shares are listed on the Exchange; (iv) amendments to extend the term of an Award held by an insider beyond the original expiry date, (v) amendments to the transferability or assignability of an Award pursuant to section 3.6(1) of the Share Unit Plan; (vi) amendments to the amendment provision in subsection 9.1 of the Share Unit Plan, and (vii) amendments required to be approved by shareholders under the applicable law or regulations, including the rules, regulations and policies of the Exchange.

Maximum Number of Common Shares Issued

The maximum number of Common Shares that may be granted by the Board under the Share Unit Plan pursuant to Awards shall be fixed and may not exceed **2,500,000** Common Shares. For so long as the Common Shares are listed on the Exchange (i) the aggregate number of Common Shares issuable pursuant to Awards granted to any: Insider together with any other share-based compensation arrangements at anytime or within a 12 months period must not exceed 10%; one Participant (except consultants) (and companies wholly owned by such Participant) together with any other share-based compensation arrangements at any time or within a 12-month period must not exceed 5% of the issued and outstanding Common Shares on a non-diluted basis and 2% for any consultant, calculated as of the date of the grant to such Participant person, and (ii) for Awards granted to employees under the Share Unit Plan, the Company and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* employee. Common Shares covered by Awards that expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised or settled for Common Shares issued from treasury will be available for subsequent grant under the Share Unit Plan and the number of Common Shares available for issuance under the Share Unit Plan will not be reduced.

All outstanding RSU's and DSU's of the Company are governed by the Share Unit Plan, including those issued prior to the implementation of the Share Unit Plan; however, any vesting schedule imposed by the Company's previous Share Unit Plan or RSU/DSU agreements in respect of any RSU's or DSU's issued prior to the implementation of the Share Unit Plan will remain in full force and effect.

Dividends

Subject to the Board's approval, if the Company pays a cash dividend on the Common Shares, the Corporation will credit the account of each Participant who holds DSUs as of the record date with an additional number of DSUs. The number of additional DSUs to be credited (to be determined as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of DSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Corporation on each Common Share, and (ii) is the Fair Market Value of the Common Shares on the dividend payment date. These additional DSUs will be subject to the same vesting conditions as apply to the related DSUs. Any dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under the Share Plan, and as outlined in section 3.4 of the Share Unit Plan and shall

be settled in cash in the event a sufficient number of Shares are not available under this Plan to satisfy the Corporation's obligations in respect of such dividends.

Blackout Period

The expiry date, redemption date or settlement date, as applicable, of the RSU or DSU's granted pursuant to the Share Unit Plan, may be automatically extended, if such date falls within a period (a "**Blackout Period**") during which the Issuer prohibits Participants from exercising, redeeming or settling their Awards as defined and described in section 4.2 of the Share Unit Plan.

Shareholder Approval and Confirmation

At the Meeting, Shareholders will be asked to consider and, if thought appropriate, to approve, with or without variation, an ordinary resolution ratifying and approving the Share Unit Plan (the "**Share Unit Plan Resolution**"). Pursuant to the rules of the Exchange, the Share Unit Plan must be passed by a majority of the votes cast on the ordinary resolution by all Disinterested Shareholders at the Meeting. "**Disinterested Shareholders**" are Shareholders of the Company other than (a) Insiders (as such term is defined under Exchange policies), including directors and officers of the Company, to whom units may be granted under the Share Unit Plan; and (b) Associates (as such term is defined under Exchange policies) of any such Insiders. As such, the votes attaching to an aggregate of approximately **9,396,507** Shares, which are beneficially owned or over which control or direction is exercised by the directors and officers of the Company and subsidiaries and their respective associates, representing approximately **25.2%** of the Company's issued Shares entitled to vote at the Meeting, will be withheld from voting on the resolution approving the Share Unit Plan. Should the Share Unit Plan Resolution not receive the required Shareholder approval at the Meeting, the Share Unit Plan will not be adopted. The text of the resolution is set out below:

¹*Fair Market Value* of the Common Shares on any date means:

(a) if the Common Shares are listed on an Exchange, the volume-weighted average trading price of the Common Shares on the Exchange with the greatest volume of trading over the applicable period, for the five trading days before the relevant date or, if there is no reported sale price at which the Common Shares traded on an Exchange during such period, the average of the closing bid and ask prices (on the Exchange with the narrowest such bid-ask spread) for the trading day immediately before the relevant date; and
(b) if the Common Shares are not listed on an Exchange, the value as determined by the Board in good faith; provided that at no time shall the Fair Market Value price be less than the Discounted Market Price

Share Unit Plan Resolution

Therefore, at the Meeting, Shareholders will be asked to pass a resolution in the following form (the "**Share Unit Plan Resolution**"):

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

1. the adoption of the Company's Share Unit Plan as attached in Schedule "B" hereto be ratified, confirmed and approved, subject to acceptance by the Exchange;
2. the Company be authorized to grant RSU's and DSU's pursuant to and subject to the terms and conditions of the Share Unit Plan at any time up to a maximum of **2,500,000** Common Shares;
3. the Board be authorized on behalf of the Company to make amendments to the Share Unit Plan as may be required by regulatory authorities, such as (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of Share Unit Plan that do not have the effect of altering the scope, nature and intent of such provisions; and
4. any one officer or director of the Company is hereby authorized to execute and deliver all such documents and do all such acts and things as may be deemed advisable in such individual's discretion for the purpose of giving effect to this resolution."

The full text of the Share Unit Plan is attached hereto as Schedule "B".

Other Business

While management of the Company is not aware of any business other than that mentioned in the Notice of Meeting to be brought before the Meeting for action by the shareholders, **it is intended that the proxies hereby solicited will be exercised upon any other matter or proposal that may properly come before the Meeting, or any adjournment thereof, in accordance with the discretion of the persons authorized to act thereunder.**

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

In this Information Circular, "**Named Executive Officer**" means each of the following individuals:

- (a) the Company's CEO, including any individual performing functions similar to a chief executive officer;
- (b) the Company's CFO, including any individual performing functions similar to a chief financial officer;
- (c) the most highly compensated executive officer of the Company and its subsidiaries, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**"), for that financial year; and
- (d) 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.

The Company's Named Executive Officers for the purposes of this section are William Pettigrew (former President and CEO) and Ryan Cheung (Former CFO).

Compensation awarded or paid to the Company's directors and/or executive officers, including Named Executive Officers, consists primarily of base salary and/or consulting fees and pursuant to the approvals of the 2025 Option Plan and Share Unit Plan, will consist of stock options, RSU's, DSU's and bonuses. Payments may be made from time to time to executive officers, including Named Executive Officers, or companies they control for the provision of consulting or management services. Such services are paid for by the Company at competitive industry rates for work of a similar nature by reputable arm's length services providers. The Company subsequent to the recently completed year end December 31, 2024 currently pays salaries and consulting fees for management services pursuant to the terms of the CEO Employment Agreement, CFO Consulting Agreement, the and the VP Exploration Employment Agreement as set forth under "*External Management Companies*" and "*Employment, Consulting and Management Agreements*" below and may grant incentive stock options, RSU', DSU's to all of the Company's directors and management, including Named Executive Officers, pursuant to the 2025 Option Plan and Share Unit Plan respectively. The Board will from time to time determine the stock option grants, RSU and DSU grants to be made pursuant to the 2025 Option Plan and Share Unit Plan after consultation with the Company's Audit Committee. In addition, the Board may award bonuses, in its sole discretion, to executive officers, including Named Executive Officers, from time to time after consultation with the Company's Audit Committee. See "*Corporate Governance Disclosure – Compensation*".

In assessing the compensation of its directors and executive officers, including the Named Executive Officers, the Company does not have in place any formal objectives, criteria or analysis. Compensation payable to executive officers and directors is currently reviewed and recommended by the Company's Audit

Committee, and ultimately approved by the Board, on an annual basis. See “*Corporate Governance Disclosure – Compensation*”. The Corporation has not established any specific performance criteria or goals to which total compensation or any significant element of total compensation to be paid to any Named Executive Officer is dependent. Named Executive Officers’ performance is reviewed in light of the Company’s objectives from time to time and such officers’ compensation is also compared to that of executive officers of companies of similar size and stage of development in the mineral exploration industry. Though the Company does not have pre-existing performance criteria, objectives or goals, it is anticipated that the Company’s Audit Committee will review all compensation arrangements and policies in place and consider recommending to the Board the adoption of formal compensation guidelines in due course.

Consulting fee payments made to Named Executive Officers for management services provided to the Company in connection with their executive officer duties are the only form of compensation awarded to, earned by, paid or payable to the Named Executive Officers for the most recently completed financial year ending December 31, 2024.

Director and Neo Compensation

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation for the two most recently completed financial years being December 31, 2024 and 2023 paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, 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 a director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary.

Table of Compensation Excluding Compensation Securities							
Name and Principal Position	Year December 31	Salary, consulting fee, retainer or commission	Bonus	Committee or meeting fees	Value of Perquisites	Value of all other compensation	Total Compensation
William C. Pettigrew ⁽¹⁾ President, Former CEO and a Director	2024	12,900	Nil	Nil	Nil	7,650	20,550
	2023	5,500	Nil	Nil	Nil	9,800	15,300
Ryan E. Cheung ⁽²⁾ Former CFO and a Director	2024	9,000	Nil	Nil	Nil	Nil	9,000
	2023	12,500	Nil	Nil	Nil	Nil	12,500
Burton Egger ⁽³⁾ Director	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Colin Brownlee ⁽⁴⁾ Former Director	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) William C. Pettigrew resigned as President on August 18, 2025, and CEO and director effective October 3, 2025. Brett Marsh was appointed President on August 18, 2025, in his stead and CEO and Director effective October 3, 2025.

(2) Ryan E. Cheung resigned as CFO on August 18, 2025, and director effective October 3, 2025. Terese Gieselman was appointed CFO on August 18, 2025, in his stead.

(3) Burton Egger has been a director of the Corporation since January 7, 2019.

(4) Colin Brownlee did not stand for re-election for the ensuing year.

External Management Companies

On October 1, 2025, the Company and Minco Corporate Management Inc. (“**Minco**”) entered into a consulting agreement (the “**CFO Consulting Agreement**”), pursuant to which Terese Gieselman will, through Minco, provide various services in connection with performing the function of CFO of the Company. Minco is a company wholly owned by Ms. Gieselman. See “*Employment, Consulting and Management Agreements*” below for further details regarding the CFO Consulting Agreement.

Employment, Consulting and Management Agreements

During the year ended December 31, 2024, there were no contracts, agreements, plans or arrangements that provide for payments or salary to any Named Executive Officer or director or which includes any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Corporation or a change in a NEO's or director's responsibilities.

Subsequent to the Company's year ended December 31, 2024, the Company entered into the following employment and consulting agreements:

- the employment agreement dated October 1, 2025, between Spartan Nevada and Brett Marsh (the “**CEO Agreement**”), pursuant to which Brett Marsh has been employed by the Company in the position of CEO of the Company;
- the CFO Consulting Agreement; and
- the employment agreement dated October 1, 2025, between Spartan Nevada and Rebecca Ball (the “**VP Exploration Agreement**”), pursuant to which Rebecca Ball has been employed by the Company in the position of VP, Exploration of the Company.

CEO Agreement

Pursuant to the CEO Agreement, Brett Marsh is employed as the CEO of the Company for a base annual salary of US\$225,000 per annum effective October 1, 2025. Mr. Marsh may be entitled to earn annual discretionary bonus (cash or otherwise) at the Company's discretion and will be eligible to participate in the Company's security-based compensation plans. If Mr. Marsh resigns or the Company terminates his employment for any reason (including for just cause) during a Change of Control Period, the Company must provide a severance payment equal to 36 months of base salary in lieu of notice and benefits. The CEO Agreement may be terminated by Mr. Marsh by providing at least 60 days advance written notice, unless otherwise agreed to in writing between the parties, in which case, Mr. Marsh will not be entitled to any additional payments or benefits other than his base salary and incentive compensation earned as of the date of termination and the Company may elect to terminate Mr. Marsh earlier by paying him the base salary and incentive compensation he would have earned during the balance of the notice period. The CEO Agreement may also be terminated by the Company for just cause at any time by delivering a written notice of termination, whereby the Company must pay Mr. Marsh the base salary earned up to and including the last day of employment and by the Company without just cause by delivering Mr. Marsh: (a) twelve (12) months' written notice of termination or twelve months' base salary in lieu of notice, and (b) one month additional written notice or base salary in lieu of notice for each completed year of employment. The term of the CEO Agreement is indefinite, subject to early termination in accordance with the foregoing termination provisions and other standard termination provisions contained in the CEO Agreement.

CFO Consulting Agreement

Minco is wholly owned by Terese Gieselman, the CFO of the Company. Through Minco, Ms. Gieselman provides consulting services as CFO of the Company under the CFO Consulting Agreement at an hourly

rate of \$110 per hour (Minimum 50 hours per month) plus GST, payable in monthly installments. The Company will also reimburse or pay Minco for all reasonable business expenses with the submission of appropriate documentation. Unless expressed in writing by the Company, Minco will not receive any other remuneration, compensation or benefits further to its engagement by the Company under the CFO Consulting Agreement. If Minco terminates the CFO Consulting Agreement for any reason during the period that begins one month before the date of closing of a change of control and ending at the end of the 6th month after the date of closing of such change of control (the “**Change of Control Period**”), the Company must pay Minco a lump sum amount equal to 6 months of the then prevailing base fee paid to Minco. The CFO Consulting Agreement may be terminated by Minco by providing at least 60 days advance written notice to the Company; by the Company for just cause by providing a written notice of termination, and by the Company without cause with the provision of three (3) months written notice or a lump sum payment equal to three (3) months of consulting fees (based on the prevailing base fee paid to Minco). The term of the CFO Consulting Agreement is indefinite, subject to early termination in accordance with the foregoing termination provisions and other standard termination provisions contained in the CFO Consulting Agreement.

VP Exploration Agreement

Pursuant to the VP Exploration Agreement, Rebecca Ball has been employed as the VP, Exploration of the Company for a base annual salary of US\$135,000 effective October 1, 2025. Ms. Ball may be entitled to earn annual discretionary bonus (cash or otherwise) at the Company’s discretion and will be eligible to participate in the Company’s stock option plan. If Ms. Ball resigns or the Company terminates his employment for any reason (including for just cause) during a Change of Control Period, the Company must provide a severance payment equal to 18 months of base salary in lieu of notice and benefits. The VP Exploration Agreement may be terminated by Ms. Ball by providing at least 60 days advance written notice, unless otherwise agreed to in writing between the parties, in which case, Ms. Ball will not be entitled to any additional payments or benefits other than his base salary and incentive compensation earned as of the date of termination and the Company may elect to terminate Ms. Ball earlier by paying her the base salary and incentive compensation she would have earned during the balance of the notice period. The VP Exploration Agreement may also be terminated by the Company for just cause at any time by delivering a written notice of termination, whereby the Company must pay Ms. Ball the base salary earned up to and including the last day of employment and by the Company without just cause by delivering Ms. Ball (a) six months’ written notice of termination or six months’ base salary in lieu of notice, and (b) one month additional written notice or base salary in lieu of notice for each completed year of employment. The term of the VP Exploration Agreement is indefinite, subject to early termination in accordance with the foregoing termination provisions and other standard termination provisions contained in the VP Exploration Agreement.

Compensation Securities Table

During the most recently completed financial year December 31, 2024, and 2023 no security-based compensation was granted to any NEO’s or directors.

Option Plan

The 2025 Option Plan is expected to be used to grant stock options to directors, officers (including Named Executive Officers), employees and consultants of the Company, as additional compensation and as an opportunity to participate in the success of the Company. The granting of such options is intended to align the interests of such persons with that of the Shareholders.

The independent members of the Board have the responsibility of administering the compensation policies related to the directors and executive management of the Company, including option-based awards.

See “*Particulars of Matters to be Acted Upon – Approval of 2025 Option Plan*” hereinabove for a summary of the material terms of the Option Plan.

Share Unit Plan

The Share Unit Plan is expected to be used to grant RSUs and DSUs to directors, officers (including Named Executive Officers) and employees of the Company, as additional compensation and as an opportunity to participate in the success of the Company. The granting of such RSUs and DSUs is intended to align the interests of such persons with that of the Shareholders.

The Audit Committee in absence of a Compensation Committee have the responsibility of administering the compensation policies related to the directors and executive management of the Company, including option, RSU, DSU based awards.

See “*Particulars of Matters to be Acted Upon - Approval of Share Unit Plan*” hereinabove for a summary of the material terms of the Share Unit Plan.

Compensation Governance

The Company does not have a stand-alone compensation committee. The Company’s audit committee oversees the compensation of the Company’s executive officers, including Named Executive Officers and senior management.

See “*Corporate Governance Disclosure*” below for more details on the policies and practices of the Board in determining compensation of the Company’s directors and executive officers.

Risk Considerations

The Board considers the implications of the risk associated with the Company’s compensation policies and practices when determining rewards for its officers and directors. The Board reviews at least once annually the risks, if any, associated with the Company’s compensation policies and practices at such time.

Executive compensation is comprised of both short-term compensation in the form of a base salary and an incentive cash bonus plan, and long-term ownership through the grant of stock options, RSU’s and DSU’s. This structure ensures that a significant portion of executive compensation (stock options) is both long-term and “at risk” and, accordingly, is directly linked to the achievement of business results and the creation of long-term Shareholder value.

The Board also has the ability to set out vesting periods in each stock option agreement. As the benefits of such compensation, if any, are not realized by officers and directors until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the Shareholders is extremely limited. Furthermore, all elements of executive compensation are discretionary. As a result, it is unlikely an officer would take inappropriate or excessive risks at the expense of the Company or the Shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions.

Due to the relatively small size of the Company and its current management group, the Board is able to closely monitor and consider any risks which may be associated with the Company’s compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which financial and other information of the Company is reviewed. No risks have been identified arising from the Company’s compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

Hedging of Economic Risks in the Company’s Securities

Under the Company’s compensation policies, directors and officers may not take any derivative or speculative positions in the Company’s securities. This is to prevent the purchase of financial instruments that are designed to hedge or offset any decrease in the market value of the Company’s securities.

Pension Plan Benefits

The Company does not have a pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

Termination and Change of Control Benefits

Except as described under “*Employment, Consulting and Management Agreements*”, neither the Company, nor its subsidiaries, has a contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company or its subsidiaries, or a change in responsibilities of the NEO following a change in control.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth the Company’s compensation plans under which equity securities are authorized for issuance as at December 31, 2024.

Plan Category	Number of securities to be issued upon exercise of outstanding options, RSU’s and DSU’s (a)	Weighted-average exercise price of outstanding options, RSU’s and DSU’s (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))⁽¹⁾ (c)
<i>Equity compensation plans approved by securityholders</i>	Nil	-	Nil
<i>Equity compensation plans not approved by securityholders</i>	Nil	-	Nil
<i>Total</i>	Nil	\$-	Nil

Notes:

(1) See *Particular Matters to be Acted On – Approval of 2025 Option Plan and Approval of Share Unit Plan*

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director or officer of the Company, or any associate or affiliate of such person is or has ever been indebted to the Company; nor has any such person’s indebtedness to any other entity been the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as set out herein, no person who has been a director or executive officer of the Company at any time since the beginning of the Company’s last financial year, no proposed nominee of management of the

Company for election as a director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as set out herein, no informed person or proposed director of the Company and no associate or affiliate of the foregoing persons has or has 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 in either such case has materially affected or would materially affect the Company or its subsidiaries.

MANAGEMENT CONTRACTS

Except as described under "*Employment, Consulting and Management Agreements*", no management functions of the Company or its subsidiaries are performed to any substantial degree by a person other than the Directors or executive officers of the Company or its subsidiaries.

AUDIT COMMITTEE

A copy of the Audit Committee's charter is attached to this Information Circular as Schedule "C".

Composition of the Audit Committee

The following are the members of the Committee:

Name	Independence	Financial Literacy
Brett Marsh	Non-Independent	Financially literate ⁽²⁾
Jason Weber	Independent ⁽¹⁾	Financially literate ⁽²⁾
Kosta Tsoutsis	Independent ⁽¹⁾	Financially literate ⁽²⁾

Notes:

- (1) A member of an audit committee is independent if the member meets the meaning of that term as defined in section 1.4 of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**").
- (2) As defined by NI 52-110.

Relevant Education and Experience

In accordance with section 6.1.1(3) of NI 52-110 relating to the composition of the audit committee for venture issuers, a majority of the members of the audit committee are not executive officers, employees or control persons of the Company.

All members of the audit committee are financially literate as required by section 1.6 of NI 52-110.

Each of the members of the audit committee has a general understanding of the accounting principles used by the Company to prepare its financing statements and will seek clarification from the Company's auditors, where required. Each of the members of the audit committee also has direct experience in understanding accounting principles for private and reporting companies and experience in preparing, auditing analyzing or evaluating financial statements similar to those of the Company.

The education and experience of each member of the Audit Committee is as follows:

Brett Marsh - Mr. Marsh has over 25 years of diverse mining and exploration experience in critical minerals, base, and precious metals. He has held leadership roles with several major and junior mining companies and delivered multiple projects that realized significant corporate and shareholder value. Recently he has actively developed multiple US Department of Defense and Energy grants for US Critical Mineral Projects and led definition and development of the McDermitt Lithium project in the western US.

Jason Weber, P.Geo. Mr. Weber is a geologist with over 30 years of experience in the minerals exploration industry. Prior to Silver North, Jason held the position of President and CEO of Kiska Metals Corporation, a junior exploration company focused on the exploration and development of the Whistler gold-copper porphyry project in Alaska. Mr. Weber was President and CEO of Rimfire Minerals Corporation from 2007 to 2009 when Rimfire merged with Geoinformatics to create Kiska. He initially joined Rimfire in 1999 as Manager of Corporate Communications after working as a consulting project geologist with Equity Engineering in Canada, USA and Central America. Mr. Weber has served as a Director and advisor to numerous junior exploration companies.

Kosta Tsoutsis - Mr. Tsoutsis brings over 20 years of finance and capital market experience. Mr. Tsoutsis formerly worked as an investment advisor at Mackie Research, Jordan Capital Markets, and Canaccord Capital Corp. Mr. Tsoutsis has significant experience specializing in developing, restructuring and financing venture capital companies. Mr. Tsoutsis has directly raised over CDN\$30 million in development and venture capital for public and private companies worldwide.

Audit Committee Oversight

At no time has a recommendation of the Committee to nominate or compensate an external auditor not been adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on:

- (a) the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110; or
- (b) the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*) of NI 52-110; or
- (c) the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*) of NI 52-110;
- (d) the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*) of NI 52-110; or
- (e) an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*).

Pre-Approval Policies and Procedures

The audit committee has not adopted any specific policies and procedures for the engagement of non-audit services.

External Auditors Service Fees (By Category)

The aggregate fees billed by the Company's external auditors during the last two fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
December 31, 2024	\$8,500	\$Nil	\$	\$Nil
December 31, 2023	\$8,500	\$Nil	\$-	\$Nil

Exemption

The Company is relying on the exemption in section 6.1 of NI 52-110 from the requirements of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*).

CORPORATE GOVERNANCE DISCLOSURE

National Policy 58-201 – *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 – *Corporate Governance Disclosure* mandates disclosure of corporate governance practices which disclosure is set out below.

Board of Directors

The proposed director nominees for the consists of five (5) directors, three (3) of whom are independent based upon the tests for independence set forth in NI 52-110. Jason Weber, Kosta Tsoutsis and Michael Harp. Brett Marsh is not independent as he is the President and CEO of the Company and Burton Egger is not independent as he holds in excess of 10% of the issued and outstanding shares of the Company.

Orientation and Continuing Education

The Company's Board is responsible for, among other things, providing suitable programs, with the assistance of management, for the orientation of new directors and the continuing education of incumbent directors. Each new director is given an outline of the nature of the Company's business, its corporate strategy, and current issues within the Company. New directors are encouraged to review the Company's public disclosure records and are also required to meet with management of the Company to discuss and better understand the Company's business and are given the opportunity to meet with counsel to the Company to discuss their legal obligations as directors of the Company.

Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance; and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to Shareholders. The Board has adopted a Code of Business Conduct and has instructed its directors, management, employees and consultants to abide by the Code.

Nomination of Directors

The Company does not have a stand-alone nomination or corporate governance committee. The Company's Board is responsible for, among other things, identifying and qualified candidates for appointment, election and re-election to the Board and its committees. In identifying candidates for appointment to the Board, the Board considers, among other factors and in the context of the needs of the Board, potential conflicts of interest, professional experience, personal character, diversity, outside commitments and particular areas of expertise. The Company's management is continually in contact with individuals involved with public sector issuers. From these sources management has made numerous contacts and if the Company requires any new directors, such individuals will be brought to the attention of

the Board. The Company conducts due diligence, reference and background checks on any suitable candidate. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, integrity of character and a willingness to serve.

Compensation

The Company does not have a stand-alone compensation committee. The Company's audit committee will oversee the compensation of the Company's executive officers and senior management. Therefore, the Company's audit committee is responsible for, among other things, reviewing and recommending to the Board all compensation arrangements for the executive officers and directors of the Company, including stock option, RSU and DSU grants. The Company's audit committee will consist of Brett Marsh, Jason Weber and Kosta Tsoutsis. The independent members of the proposed audit committee are Jason Weber and Kosta Tsoutsis. These directors will have the responsibility for approving compensation for executive officers of the Company who are also members of the Board.

To determine the recommended compensation payable, the audit committee will review compensation paid for directors and executive officers of companies of similar size and stage of development in the mineral exploration industry and determines an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and executive officers while taking into account the financial and other resources of the Company. In setting the compensation, the audit committee will annually review the performance of the executive officers in light of the Company's objectives and consider other factors that may have impacted the success of the Company in achieving its objectives. For further information regarding the how the Company determines compensation for its directors and executive officers, see "*Executive Compensation*".

As the directors are actively involved in the operations of the Company and the size of the Company's operations does not warrant a larger board of directors, the Board has determined that additional committees are not necessary at this stage of the Company's development.

Assessments

The Board does not consider that formal assessments would be useful at this stage of the Company's development. The Board intends to conduct informal annual assessments of the Board's effectiveness as well as the effectiveness of the individual directors. The contributions of an individual director is informally monitored by the other Board members, having in mind the business and other strengths of the individual and the purpose of originally nominating the individual to the Board.

To assist the Board in its assessment, the Board may receive reports from each committee respecting its own effectiveness. As part of the assessments, the Board or the individual committee may review their respective mandate or charter and conduct reviews of applicable corporate policies.

OTHER MATTERS

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

ADDITIONAL INFORMATION

Additional information relating to the Company is located on the Company's profile on SEDAR at www.sedarplus.ca. Shareholders may contact the Company at 1-888-535-0325 request copies of the

Company's financial statements and MD&A.

Financial information is provided in the Company's comparative annual financial statements and MD&A for its most recently completed financial year which are filed on SEDAR.

DATED this 16th day of December, 2025

APPROVED BY THE BOARD OF DIRECTORS

"Brett Marsh"

Brett Marsh

President, CEO & Director

SCHEDULE "A"

SPARTAN METALS CORP.
(the "Company")
2025 Option Plan

SPARTAN METALS CORP.

STOCK OPTION PLAN

**ARTICLE ONE
DEFINITIONS AND INTERPRETATION**

Section 1.01 **Definitions.** For purposes of this Stock Option Plan, unless such capitalized word or term is otherwise defined herein or the context in which such capitalized word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"Affiliate"** means a Company that is affiliated with another Company if:
 - (i) one of them is a subsidiary of the other; or
 - (ii) each of them is controlled by the same person.
- (b) **"Blackout Period"** means the period during which the relevant Participant is prohibited from exercising, redeeming or settling their Security Based Compensation. The following requirements are applicable to any such automatic extension provision:
 - (i) The Blackout Period must be formally imposed by the Issuer pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Issuer formally imposing a blackout period, the expiry date, redemption date or settlement date, as applicable, of any Security Based Compensation will not be automatically extended.
 - (ii) The blackout period must expire following the general disclosure of the undisclosed Material Information. The expiry date, redemption date or settlement date, as applicable, of the affected Security Based Compensation can be extended to no later than ten (10) business days after the expiry of the Blackout Period.
 - (iii) The automatic extension of a Participant's Security Based Compensation will not be permitted where the Participant or the Issuer is subject to a cease trade order (or similar order under Securities Laws) in respect of the Issuer's securities.
 - (iv) The automatic extension is available to all eligible Participants under the Security Based Compensation Plan under the same terms and condition;
- (c) **"Blackout Period Expiry Date"** means the date on which a Blackout Period expires;
- (d) **"Business Day"** means a day on which the Stock Exchange is open for trading, provided that if the Common Shares are not listed on a Stock Exchange, means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (e) **"Cashless Exercise"** has the meaning ascribed to it in Section 3.08;

- (f) **"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 Stock Option Plan;
- (g) **"Common Shares"** means the common shares of the Corporation, as adjusted in accordance with the provisions of article five hereof from time to time;
- (h) **"Consultant"** means, in relation to an Issuer, an individual (other than a Director, Officer or Employee of the Issuer or of any of its subsidiaries) or Company that:
 - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Issuer or to any of its subsidiaries, other than services provided in relation to a distribution;
 - (ii) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the Company, as the case may be; and
 - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Issuer or of any of its subsidiaries
- (i) **"Consultant Company"** means a Consultant that is a Company;
- (j) **"Corporation"** means Spartan Metals Corp. a corporation existing under the [*Business Corporations Act* (British Columbia),] and any successor thereof;
- (k) **"Directors"** means a director (as defined under Securities Laws) of the Corporation or of any of its subsidiaries.;
- (l) **"Eligible Directors"** means the Directors or the directors of any Affiliate from time to time;
- (m) **"Employee"** means
 - (i) an individual who is considered an employee of the Corporation or of its subsidiary under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;
 - (ii) an individual who works full-time for the Corporation or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Corporation or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source
- (n) **"Exercise Price"** has the meaning given to such term in Section 3.03 hereof;
- (o) **"Insider"** has the meaning given to such term in the policies of the TSX Venture Exchange;

- (p) **“Investor Relations Activities”** as defined in the policies of the TSX Venture Exchange;
- (q) **“Investor Relations Service Provider”** includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.
- (r) **“Management Company Employee”** means an individual employed by a Company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation.
- (s) **“Net Exercise”** has the meaning ascribed to it in Section 3.08;
- (t) **“Officer”** means an officer (as defined under Securities Laws) of the Corporation or of any of its subsidiaries
- (u) **“Option”** means an option to purchase Common Shares granted pursuant to, or governed by, this Stock Option Plan;
- (v) **“Optionee”** means a Participant to whom an Option has been granted pursuant to this Stock Option Plan;
- (w) **“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;
- (x) **“Participant”** means a Director, Officer, Employee, Management Company Employee, Consultant that is the recipient of Security Based Compensation granted or issued by the Corporation;
- (y) **“Person”** means a Company or individual’
- (z) **“Security Based Compensation Plan”** includes any Stock Option Plan, DSU Plan, PSU Plan, RSU Plan, SAR Plan, SP Plan and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to a Participant;
- (aa) **“Securities Laws”** means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Corporation;
- (bb) **“Stock Option Plan”** means this plan of the Corporation pursuant to which the Corporation may grant Stock Options;
- (cc) **“Stock Exchange”** means the TSX Venture Exchange or, if the Common Shares are not then listed on the TSX Venture Exchange, such other principal market on which the Common Shares are then traded as designated by the Committee from time to time;
- (dd) **“Termination”** has the meaning given to such term in Section 3.11 hereof;
- (ee) **“U.S. Securities Act”** has the meaning given to such term in Section 4.02 hereof; and
- (ff) **“VWAP”** means the volume weighted average trading price of the Company’s Common Shares on the Exchange calculated by dividing the total value by the total volume of such

securities traded for the five Trading Days (as defined in the policies of the Exchange) immediately preceding the exercise of the subject Option.

Section 1.02 **Securities Definitions.** In this Stock Option Plan, the terms "affiliate" shall have the meaning given to such term in National Instrument 62-104 *Take-Over Bids and Issuer Bids*.

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

Section 1.04 **Context, Construction.** Whenever the singular or masculine are used in this Stock 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 Stock Option Plan.** The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this Stock Option Plan as a whole and not to any particular article, section, paragraph, subparagraph or other part hereof.

ARTICLE TWO PURPOSE AND ADMINISTRATION OF THIS STOCK OPTION PLAN

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

Section 2.02 **Administration of this Stock Option Plan.** This Stock Option Plan shall be administered by the Committee and the Committee shall have full authority to administer this Stock Option Plan, including the authority to interpret and construe any provision of this Stock Option Plan and to adopt, amend and rescind such rules and regulations for administering this Stock Option Plan as the Committee may deem necessary or desirable in order to comply with the requirements of this Stock 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 Corporation. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this Stock 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 Corporation with respect to any such action taken or determination or interpretation made. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary or desirable for the implementation of this Stock Option Plan and of the rules and regulations established for administering this Stock Option Plan. All costs incurred in connection with this Stock Option Plan shall be for the account of the Corporation. If the Common Shares are listed on a Stock Exchange, this Stock Option Plan shall be administered in accordance with the rules and policies of such Stock Exchange by the Committee so long as the Common Shares remain listed on the Stock 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 Corporation shall maintain a register in which shall be recorded:

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

Section 2.05 **Determination of Participants.** The Committee shall from time to time determine the Participants who may participate in this Stock 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 Stock 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 Corporation and any other factors which the Committee deems appropriate and relevant. All Employees, Consultants, or Management Company Employees shall be confirmed to be a bona fide Employee, Consultant or Management Company Employee, by each party as the case may be.

Section 2.06 **Maximum Number of Shares.**

- (a) The maximum number of Common Shares reserved for issue pursuant to this Stock Option Plan shall be determined from time to time by the Committee but, in any case, shall not exceed, in the aggregate, 10% of the number of Common Shares then outstanding.
- (b) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue pursuant to Options granted under this Stock Option Plan to Participants who are Insiders as a group of the Corporation at any time or in any 12 month period shall not exceed 10% of the number of Common Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Stock Exchange.
- (c) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue to any one Person upon the exercise of any security based compensation including Options in any 12 month period shall not exceed 5% of the number of Common Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Stock Exchange.
 - (i) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue to any Consultant upon the exercise any security based compensation including Options in any 12 month period shall not exceed 2% of the number of Common Shares then outstanding.
 - (ii) If the Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares reserved for issue to Investor Relations Service Providers in aggregate must not exceed 2% of the number of Common Shares then outstanding granted to any such Investor Relations Service Provider.

- (iii) Stock Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months such that
- a) no more than 1/4 of the Stock Options vest no sooner than three months after the Stock Options were granted
 - b) no more than another 1/4 of the Stock Options vest no sooner than six months after the Stock Options were granted
 - c) no more than another 1/4 of the Stock Options vest no sooner than nine months after the Stock Options were granted; and
 - d) the remainder of the Stock Options vest no sooner than 12 months after the Stock Options were granted.

Investor Relations Service Providers may not receive any Security Based Compensation (as defined in the Policies of the Stock Exchange) other than Stock Options.

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 of the applicable Option.

ARTICLE THREE STOCK OPTION PLAN

Section 3.01 The Stock Option Plan and Participants. This Stock Option Plan is hereby established for Participants.

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 Stock 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, if the Common Shares are then listed on a Stock Exchange, 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 or \$0.05 per share; 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. If the Common Shares are then listed on the TSX Venture Exchange, disinterested shareholder approval shall be required for any reduction in the Exercise Price of any Option if the Optionee is an Insider of the Corporation 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 ten years. Notwithstanding the definition of Option Period contained herein or the foregoing, the expiration date of an Option will be the date fixed by the Directors with respect to such Option unless such expiration date falls within a Blackout Period in which case the expiration date of the Option will be the date which is ten Business Days after the Blackout Period Expiry Date provided that neither the Optionee nor the Corporation is subject to a cease trade order or similar order in respect of the Corporation's securities. If the Common Shares are

listed on the TSX Venture Exchange, disinterested shareholder approval shall be required for the extension of any Option Period if the Optionee is an Insider of the Corporation at the time of the proposed amendment to the Option Period.

Section 3.05 Lapsed Options. If Options granted under this Stock Option 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 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. In the event that the Common Shares are listed on the TSX Venture Exchange, Options granted to Insiders or Consultants or with an Exercise Price based on the Discounted Market Price (as such term is defined in the policies of the TSX Venture Exchange), and the Common Shares issuable upon the exercise thereof, shall be subject to the restricted period and legending requirements imposed by the policies of the TSX Venture Exchange of a four month hold period commencing on the date of grant.

Section 3.07 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 Section 3.11 hereof, no Option may be exercised unless the Optionee at the time of exercise thereof is a Participant.

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 Corporation of payment of the aggregate purchase price for the Common Shares in respect of which the Option has been exercised delivering to the registered office of the Corporation a completed notice of exercise together with payment in the form of:

- (a) by cash or certified cheque; or
- (b) whereby the Corporation has an arrangement with a brokerage firm pursuant to which the broker will loan the Participant to purchase the underlying Common Shares (the "**Cashless Exercise**") and the broker will then sell the number of Common Shares to cover the Exercise Price to repay the loan made to the Participant. The brokerage firm receives an equivalent number of Common Shares from the Exercise of the Option and the Participant receives the balance of the Common Shares or cash proceeds from the balance of such Common Shares; or
- (c) whereby Options excluding Options held by Investor Services Providers are exercised without the Participant making any cash payment to the Corporation ("**Net Exercise**") and the Participant receives only the number of Common Shares that are equal to the quotient calculated by dividing:
 - (i) the number of Options being exercised multiplied by the difference between the VWAP of the underlying Common Shares and the Exercise Price of the Options by;

- (ii) the VWAP of the underlying Common Shares.

Example

(iii)

$$\# \text{Common Shares} \times (\text{VWAP} - \text{Exercise Price}) = \# \text{Common Shares} \times \text{VWAP}$$

In the event of a Cashless Exercise or Net Exercise, the number of Options exercised, surrendered or converted, and not the number of Common Shares actually issued by the Corporation, must be included in calculating the limits of the Stock Option Plan. 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 Stock Option Plan. Subject to Section 3.12 hereof, upon an Optionee exercising an Option and paying the Corporation the aggregate purchase price for the Common Shares in respect of which the Option has been exercised, including a Cashless Exercise or Net Exercise, the Corporation 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 Corporation seeks or intends to seek approval from the shareholders of the Corporation 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 Corporation or the shareholders of the Corporation which, if accepted or completed, would constitute an Acceleration Event,

the Corporation may send notice to all Optionees of such transaction, offer or proposal 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 (accept in the case of an Investor Relations Service Provider wherein written approval from the TSX Venture Exchange must be obtained) 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 to an earlier date chosen by the Committee in their unfettered discretion.

In this Section 3.09, an Acceleration Event means:

- (a) the acquisition by any "offeror" (as defined in National Instrument 62-104 *Takeover Bids and Issuer Bids*) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Corporation, by means of a take-over bid or otherwise;
- (b) any consolidation, merger, statutory amalgamation or arrangement involving the Corporation and pursuant to which the Corporation 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 Corporation and in which the shareholders of the Corporation 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 Corporation 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 Corporation to another entity; or
- (e) the approval by the shareholders of the Corporation of any plan of liquidation or dissolution of the Corporation.

Section 3.10 **Effect of Death.** If a Participant shall die, any outstanding Option held by such Participant 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, Officer, Employee, Consultant or Management Company Employee of the Corporation or of a Affiliate, as the case may be (and is not or does not continue to be an employee thereof), for any reason (other than death); (referred to herein as a "**Termination**"), such Participant may, but only within the 90 days succeeding such Termination, exercise the Options to the extent that such Participant was entitled to exercise such Options at the date of such Termination. Notwithstanding the foregoing in no event shall such right extend beyond the Option Period or one year from the date of Termination.

Section 3.12 **Necessary Approvals.** The obligation of the Corporation to issue and deliver any Common Shares in accordance with this Stock Option Plan shall be subject to any necessary approval of any stock exchange or regulatory authority having jurisdiction over the securities of the Corporation. If any Common Shares cannot be issued to any Participant upon the exercise of an Option for whatever reason, the obligation of the Corporation to issue such Common Shares shall terminate and any exercise price paid to the Corporation 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 Corporation or any Affiliate may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Corporation or any Affiliate 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 Corporation or any Affiliate for any amount which the Corporation or the Affiliate is required to withhold with respect to such taxes.

Section 4.02 **Securities Laws of the United States of America.** Neither the Options which may be granted pursuant to this Stock 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 Corporation is relying on the representations and warranties of the Participant to support the conclusion of the Corporation 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 Corporation 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 [●]. (the "**Corporation**") 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 Corporation 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 Stock Option Plan which might be subject to the requirements of the U.S. Securities Act, the Participant shall give written notice to the Corporation describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel for the Corporation 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 Stock 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 Corporation 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 Corporation may place a notation on the records of the Corporation to the effect that none of the Common Shares acquired by the Participant pursuant to this Stock 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 Stock 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 Stock Option Plan.** This Stock 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 Stock Option Plan or any Options granted pursuant to this Stock Option Plan, provided that if the Common Shares are listed on the TSX Venture Exchange, any amendment, modification or change to the provisions of this Stock Option Plan or any Options granted pursuant to this Stock Option Plan which would:

- (a) materially increase the benefits under this Stock 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 Stock Option Plan; or
- (c) materially modify the requirements as to eligibility for participation in this Stock Option Plan;

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

Section 5.03 **Non-Assignable.** No rights under this Stock Option Plan and no Option awarded pursuant to this Stock 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 Corporation 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 Corporation 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 Stock 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 Corporation or any Affiliate nor interfere or be deemed to interfere in any way with any right of the Corporation or any Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in any of this Stock Option Plan by a Participant shall be voluntary.

Section 5.06 **Consolidation, Merger, etc.** Subject to TSX Venture Exchange approval. if there is a consolidation, merger or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two or more entities or a 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 Corporation to another entity, upon the exercise of an Option under this Stock 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. Subject to TSX Venture Exchange acceptance, in the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:

- (a) the number of Common Shares available under this Stock 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 Stock Option Plan.

Section 5.08 Securities Exchange Take-over Bid. In the event that the Corporation becomes the subject of a take-over bid (within the meaning of National Instrument 62-104 *Takeover Bids and Issuer Bids*) 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 Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of this Stock Option Plan.

Section 5.10 Participation through RRSPs and Holding Companies. Subject to the approval of the Committee, a Participant who is a Director, Officer or Employee may elect, at the time rights or Options are granted under this Stock Option Plan, to participate in this Stock Option Plan by holding any rights or Options granted under this Stock Option Plan in a registered retirement savings plan established by such Participant for the sole benefit of such Director, Officer or Employee in a personal holding corporation controlled by such Director, Officer or Employee. For the purposes of this Section 5.10, a personal holding corporation shall be deemed to be controlled by a Director, Officer or Employee 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 Director, Officer or Employee 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 Director, Officer or Employee. In the event that the Director, Officer or Employee elects to hold the Options granted under this Stock Option Plan in a registered retirement savings plan or personal holding corporation, such Director, Officer or Employee must submit certifications, undertakings or any other documents, if any, required by the Stock Exchange, and the provisions of this Stock Option Plan shall continue to apply as if the Director, Officer or Employee held such Options directly. Any Director, Officer or Employee to be granted Security Based Compensation, other than a Consultant Company, must agree not to effect or permit any transfer of ownership or option of securities of the Corporation nor to issue further shares of any class in the Corporation to any other individual or entity as long as the Security Based Compensation remains outstanding, except with the prior written consent of the Stock Exchange

Section 5.11 Participant Information.

- (a) Each Participant shall provide the Corporation with all information (including personal information) required in order to administer the Stock Option Plan (the "**Participant Information**").
- (b) The Corporation may from time to time transfer or provide access to Participant Information to a third-party service provider for purposes of the administration of the Stock Option Plan such service providers will be provided with such information for the sole purpose of providing services to the Corporation in connection with the operation and administration of the Stock Option Plan. The Corporation may also transfer and provide access to Participant Information for purposes of preparing financial statements or other necessary reports and facilitating payment or reimbursement of Stock Option Plan expenses. By participating in the Stock Option Plan, each Participant acknowledges that Participant Information may be so provided and agrees and consents to its provision on the terms set forth herein. The Corporation shall not disclose Participant Information except (i) as contemplated above in this Section 5.11, (ii) in response to regulatory filings or other requirements for the information by a governmental authority or regulatory body, or (iii) for the purpose of complying with a subpoena, warrant or other order by a court, person or body having jurisdiction over the Corporation to compel production of the information.

Section 5.12 Compliance with Applicable Law. If any provision of this Stock 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 Corporation, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

Section 5.13 Interpretation. This Stock Option Plan shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia.

SCHEDULE "B"

**SPARTAN METALS CORP.
(the "Company")
SHARE UNIT PLAN**

SPARTAN METALS CORP.

SHARE UNIT PLAN

PART 1. PURPOSE

1.1 Purpose

This Share Unit Plan provides for the potential acquisition of Common Shares by Participants for the purpose of advancing the interests of the Corporation through the motivation, attraction and retention of key employees, directors and consultants of the Corporation and the Designated Affiliates and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Common Shares by key employees, directors and consultants of the Corporation and the Designated Affiliates, it being generally recognized that share unit 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 Corporation.

PART 2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Plan:

"**Acceleration Event**" has the meaning attributed to it in paragraph 8.1.

"**Applicable Withholding Taxes**" means any taxes, source deductions or other amounts that the Corporation is required by law to withhold from any amounts to be paid or credited or to remit to any governmental entity in connection with the grant or settlement of an Award under this Plan.

"**Award**" means any Deferred Share Unit or Restricted Share Unit granted under this Plan.

"**Award Agreement**" means an agreement evidencing an Award, including a DSU Agreement or RSU Agreement.

"**Board**" means the board of directors of the Corporation.

"**Business Day**" means a day on which the Exchange is open for trading, provided that if the Common Shares are not listed on a stock exchange, means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia.

"**Committee**" means the Directors of the Board or any committee of the Board that the Board may designate to administer this Plan.

"**Common Shares**" means the common shares of the Corporation.

"**Consultant**" has the meaning given to that term in Policy 1.1 – *Interpretation* of the TSX Venture Exchange.

"**Corporation**" means Spartan Metals Corp., a corporation existing under the [*Business Corporations Act* (British Columbia),] and any successor thereof.

“Date of Grant” means the date an Award is granted to a Participant as set out in the Participant’s Award Agreement.

“Deferred Share Unit” or **“DSU”** means an Award described in section 5.1.

“Designated Affiliates” means the affiliates of the Corporation designated by the Committee for purposes of this Share Unit Plan from time to time.

“Directors” means the directors (as defined under the Securities Laws) of the Corporation from time to time.

“Disability” means a long-term disability, as determined by the Board.

“Discounted Market Price” has the meaning given to that term in Policy 1.1 – *Interpretation* of the TSX Venture Exchange.

“Disinterested Shareholders” means all Shareholders of the Corporation, excluding Shareholders eligible to receive grants pursuant to this Plan and their affiliates and associates.

“DSU Agreement” means an agreement between the Corporation and a Participant evidencing an Award of DSUs.

“DSU Termination Date” means the date on which a Participant who holds DSUs ceases to hold any position as an officer, employee, or director of the Corporation or any of the Designated Affiliates.

“Eligible Person” shall be the directors, officers and employees of the Corporation or a Subsidiary, as well as management company employees and consultants providing ongoing services to the Corporation or its Subsidiaries, as determined by the Board from time to time, in its sole discretion. For greater certainty, a Person whose employment or engagement with the Company or a Subsidiary has ceased for any reason, or who has given notice or been given notice of such cessation, whether such cessation was initiated by such Person, the Corporation or such Subsidiary, as the case may be, shall cease to be eligible to receive Awards hereunder as of the date on which such Person provides notice to the Corporation or the Subsidiary, as the case may be, in writing or verbally, of such cessation, or on the Termination Date for any cessation of a Participant’s employment or engagement initiated by the Corporation or the Subsidiary;

“Exchange” means the TSX Venture Exchange, or, if the Common Shares are not then listed on the TSX Venture Exchange, such other principal market on which the Common Shares are then traded as designated by the Committee from time to time.

“Fair Market Value” of the Common Shares on any date means:

- (a) if the Common Shares are listed on an Exchange, the volume-weighted average trading price of the Common Shares on the Exchange with the greatest volume of trading over the applicable period, for the five trading days before the relevant date or, if there is no reported sale price at which the Common Shares traded on an Exchange during such period, the average of the closing bid and ask prices (on the Exchange with the narrowest such bid-ask spread) for the trading day immediately before the relevant date; and
- (b) if the Common Shares are not listed on an Exchange, the value as determined by the Board in good faith; provided that at no time shall the Fair Market Value price be less than the Discounted Market Price.

“Filing Date” has the meaning attributed to it in subsection 5.5(1).

“Insider” has the meaning given to such term in the policies of the TSX Venture Exchange.

“Investor Relations Activities” has the meaning given to that term in Policy 1.1 – *Interpretation* of the TSX

Venture Exchange.

“Investor Relations Service Providers” has the meaning given to that term in Policy 1.1 – *Interpretation* of the TSX Venture Exchange.

“Management Company Employee” has the meaning given to that term in Policy 1.1 – *Interpretation* of the TSX Venture Exchange.

“Outstanding Issue” means the number of Common Shares issued and outstanding from time to time (on a non-diluted basis).

“Participant” means an Eligible Person.

“person” means an individual, corporation, company, cooperative, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated association, organization or syndicate, entity with juridical personality or governmental authority or body, or other entity, whether or not having legal status, however designated or constituted, and pronouns which refer to a person shall have a similarly extended meaning.

“Plan” means this Share Unit Plan, as amended or restated from time to time.

“Restricted Share Unit” or **“RSU”** means an Award described in section 6.1.

“Retire” or **“Retirement”** means retirement from active employment with the Corporation or a Designated Affiliate at or after age 65 or in other circumstances (such as years of service) as determined by the Board to constitute retirement for purpose of this Plan.

“RRIF” means a “registered retirement income fund” (as defined in the *Income Tax Act (Canada)*).

“RRSP” means a “registered retirement savings plan” (as defined in the *Income Tax Act (Canada)*).

“RSU Agreement” means an agreement between the Corporation and a Participant evidencing an Award of RSUs.

“RSU Vesting Date” has the meaning attributed to it in section 6.3.

“Security Based Compensation” includes the grant of any stock option, DSU or RSU or any other any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Corporation from treasury to a Participant;

“Security Based Compensation Plan” includes any stock option plan, DSU plan, RSU plan, and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Corporation from treasury to a Participant.

“Subsidiary” means, in respect of a person, another person that is controlled directly or indirectly by such person and includes a Subsidiary of that Subsidiary.

“Termination Date” means the last day on which the Participant actively renders services to the Corporation or a Designated Affiliate where it is reasonably expected that no further services will be performed (and excluding any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, except as otherwise expressly

required by applicable employment standards legislation), including by reason of death or Disability, but, for greater certainty, a Participant's absence from active work during a period of vacation, temporary illness, authorized leave of absence, maternity or parental leave or leave on account of Disability shall not be considered to result in a Termination Date.

“TFSA” means a tax-free savings account (as defined in the *Income Tax Act* (Canada)).

2.2 Interpretation

(1) References to a “Part”, “section”, “subsection”, “paragraph” or “clause” mean to the specified Part, section, subsection, paragraph or clause of this Plan unless otherwise described.

(2) The table of contents and headings are included for convenience of reference and do not affect the interpretation of this Plan.

(3) Words importing the singular include the plural and *vice versa*.

(4) The words “include” or “including” mean include or including without limitation.

(5) References to a statute, regulation, rule, code, national instrument or policy statement or to a particular section of one of them mean to that statute, regulation, rule, code, national instrument, policy statement or section as amended or superseded from time to time (unless specified otherwise) and references to a statute include any regulations, rules, national instruments or policy statements enacted under that statute.

(6) Where an individual has transferred an Award to an RRIF, RRSP or TFSA or to a corporation of which the individual is the annuitant or (as applicable) the sole shareholder, the individual will be the Participant for the purpose of the definition of “Termination Date” and for the purpose of the death, Disability or Retirement of the Participant.

2.3 Governing Law

The Plan is governed by and will be construed in accordance with British Columbia law, regardless of the citizenship, residence or place of organization of a Participant.

2.4 Submission to Jurisdiction

The Corporation and each Participant submits to the exclusive jurisdiction of the courts of competent jurisdiction of British Columbia with respect to any action or proceeding arising out of relating in any way to this Plan or any Award Agreement or Award.

PART 3. ADMINISTRATION

3.1 Discretion and Authority

(1) Subject to section 3.2, the Board has the sole and absolute discretion and authority to administer and interpret this Plan, the Award Agreements and the Awards, including:

(a) to determine the Participants to whom Awards may be granted;

(b) to grant Awards and determine their terms, including (i) the number of Awards to be granted, (ii) the timing of grants, including the Date of Grant, (iii) restrictions on transfer, (iv) any vesting schedule, terms, limitations, restrictions and conditions applicable to Awards, (v) approving the form of any

Award Agreement (not inconsistent with this Plan) to evidence an Award and (vi) the waiver or amendment of any terms of Awards, including expiration of any Awards, accelerating the vesting of any Awards, or, subject to the approval of the Exchange where required, substituting other property on the payment or settlement of any Awards;

(c) to establish, amend and rescind any regulations, rules or guidelines relating to this Plan; and

(d) to make any other determinations, settle any disputes or take any other action necessary or desirable for the administration of this Plan or any Award Agreement or Award.

(2) Without limiting subsection (1), the Board, in its discretion, may correct any defect or omission or reconcile any inconsistencies in this Plan or any Award Agreement or Award.

(3) The Board's decision with respect to any matter related to this Plan will be conclusive and binding on the Corporation, the Designated Affiliates and all Participants.

(4) The Board's discretion and authority is subject to any mandatory requirements of the Exchange.

3.2 Delegation and Liability

(1) The Board may delegate to the Committee all or some of its powers under this Plan and on other terms as the Board may determine. In that case, references to the "Board" will be deemed to be references to the Committee, to the extent such powers have been delegated. The Board (or the Committee) may delegate the day-to-day administration of this Plan to any one or more officers of the Corporation.

(2) None of the members of the Board or the Committee or any other person acting pursuant to authority delegated by the Board or the Committee will be liable for any action taken (or omitted to be taken) or determination made (or not made) in good faith in connection with this Plan or any Award.

3.3 Eligibility

All Participants are eligible to participate in this Plan, but eligibility does not confer any right to be granted an Award, which remains in the sole discretion of the Board. Further, the grant of an Award to a Participant shall not entitle such Participant to a future grant of an Award of the same or a different type.

3.4 Common Shares Subject to this Plan

(1) The maximum number of Common Shares issuable under this Plan shall not exceed **2,500,000** Common Shares.

(2) The Board may not grant an Award that can be settled by an issuance of Common Shares from treasury if it would have the effect of causing the total number of Common Shares subject to that Award to exceed the total number of Common Shares determined under subsection (1).

(3) For as long as the Common Shares are listed on the TSX Venture Exchange:

(a) the aggregate number of Common Shares issuable pursuant to the Corporation's Stock Option Plan, this Plan and any other Security Based Compensation Plan (collectively, the "**Plans**") granted to any one Participant (and companies wholly owned by such Participant) in a 12-month period must not exceed 5% of the Outstanding Issue, calculated as of the Date of Grant to such Participant;

(b) the aggregate number of Common Shares issuable pursuant to the Corporation's Plans granted

or issued in any 12 month period to any one Consultant must not exceed 2% of the Issued Shares of the Issuer, as calculated as at the date any security based compensation is granted or issued to the Consultant;

(c) Investor Relations Service Providers may not receive any Awards pursuant to this Plan; and

(d) for Awards granted to employees the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* employee.

3.5 Insider Participation Limits

(1) The maximum number of Common Shares issuable under this Plan and any other Security Based Compensation Plan to Insiders at any time may not exceed in the aggregate 10% of the Outstanding Issue.

(2) The maximum number of Common Shares issued under this Plan and any other Security Based Compensation Plan to Insiders within any one-year period may not exceed in the aggregate 10% of the Outstanding Issue.

3.6 Transfers

(1) A Participant may not transfer or assign an Award, including by operation of law, except on the death of the Participant, by will or applicable laws of succession, provided that, subject to applicable law, a Participant may designate in writing (on terms specified by the Corporation) a beneficiary to receive any benefits that are payable under this Plan and any Award on death.

(2) A Participant may not grant a security interest in, pledge or otherwise encumber an Award.

(3) Any breach of subsection (1) or (2) will result in the Award being void.

3.7 Exercise of Awards

Awards may be exercised only by:

(a) the Participant to whom the Awards were granted;

(b) the legal representative of a Participant's estate or other relevant person under subsection 3.6(1), for up to one year after the Participant's death; and

(c) on the Participant's incapacity, the legal representative having authority to deal with the Participant's property.

3.8 Common Shares

Common Shares issued by the Corporation in accordance with this Plan and the Award Agreements will be issued as fully paid and non-assessable.

3.9 Fractional Shares

The Corporation is not required to issue any fractional Common Share or Award.

PART 4. GRANT OF AWARDS

4.1 General

Subject to the terms of this Plan, the Board, in its discretion, may grant Awards to Participants on terms determined by the Board. Each grant will be evidenced by an Award Agreement. Any officer of the Corporation is authorized, on behalf of the Corporation, to execute and deliver an Award Agreement to each Participant to whom Awards have been granted.

Grants and issuances of Awards to a an Insider of the Issuer and any amendment to any of the foregoing, must be disclosed to the public by way of a news release on the day this Plan is implemented or amended or on the day the Award is granted, issued or amended.

4.2 Blackout Periods and Automatic Extensions

(1) The expiry date, redemption date or settlement date, as applicable, of the Awards granted pursuant to this Plan, may be automatically extended, if such date falls within a period (a “**Blackout Period**”) during which the Issuer prohibits Participants from exercising, redeeming or settling their Awards. The following requirements are applicable to any such automatic extension:

(a) The Blackout Period must be formally imposed by the Issuer pursuant to the Corporation’s internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Issuer formally imposing a Blackout Period, the expiry date, redemption date or settlement date, as applicable, of any Awards will not be automatically extended;

(b) The Blackout Period must expire following the general disclosure of the undisclosed Material Information. The expiry date, redemption date or settlement date, as applicable, of the affected Awards can be extended to no later than ten (10) business days after the expiry of the Blackout Period;

(c) An Automatic Extension of a Participant’s Award 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 to the Issuer’s securities; and

(d) An Automatic Extension is available to all eligible Participants under this Plan under the same terms and conditions.

PART 5. DEFERRED SHARE UNITS

5.1 Nature of DSUs

(1) Each DSU entitles a Participant to receive one Common Share or the cash equivalent (or a combination of the two) and is payable after the Participant experiences a DSU Termination Date.

(2) Notwithstanding any other provision of the Plan, the value of a DSU shall always depend on the value of the Common Shares for purposes of the *Income Tax Act* (Canada) and no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional DSUs will be granted to any Participant to compensate for a downward fluctuation in the price of the Common Shares nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

5.2 Election

(1) Subject to any alternative arrangements approved by the Board, each Participant may elect to receive all or part of his or her annual compensation in DSUs by giving notice to that effect to the Corporation by December 15 of the year preceding the year with respect to which the election applies.

(2) Each election is irrevocable by the Participant with respect to compensation earned during the period to which the election relates.

5.3 Number of DSUs

Each Participant will receive that number of DSUs equal to the quotient of (i) and (ii), where (i) is the dollar amount of compensation payable in DSUs on the date the compensation is payable and (ii) is the Fair Market Value of the Common Shares on the date of payment, rounded down to the nearest whole number.

5.4 Vesting of DSUs

DSUs will vest at the time of grant unless specified otherwise in the applicable DSU Agreement, provided that no DSUs issued pursuant to this Plan may vest before the date that is one year following the Date of Grant.

5.5 Settlement of DSUs

(1) Following a Participant's DSU Termination Date, all vested DSUs will settle on the date that is 30 days following the DSU Termination Date (the date the notice is given or deemed to have been given is the "**Filing Date**").

(2) The Corporation will pay the amount required to settle the DSUs as soon as practicable but not more than 30 days after the Filing Date, in its discretion by:

(a) issuing to the Participant from treasury that number of Common Shares equal to the number of DSUs being settled;

(b) delivering to the Participant that number of outstanding Common Shares equal to the number of DSUs being settled;

(c) delivering to the Participant an amount in cash equal to the Fair Market Value of the number of Common Shares equal to the number of DSUs being settled; or

(d) a combination of (a), (b) or (c).

5.6 DSU Account

The Corporation will maintain an account for each Participant and credit the account with the number of DSUs granted to the Participant and cancel any DSUs that are not paid out or fail to vest and record their cancellation in the account.

5.7 Additional DSUs

Subject to the Board's approval, if the Corporation pays a cash dividend on the Common Shares, the Corporation will credit the account of each Participant who holds DSUs as of the record date with an additional number of DSUs. The number of additional DSUs to be credited (to be determined as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of DSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Corporation on each Common Share, and (ii) is the Fair Market Value of the Common Shares on the dividend payment

date. These additional DSUs will be subject to the same vesting conditions as apply to the related DSUs. Any dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under this Plan, and as outlined in section 3.4, and shall be settled in cash in the event a sufficient number of Shares are not available under this Plan to satisfy the Corporation's obligations in respect of such dividends

PART 6. RESTRICTED SHARE UNITS

6.1 Nature of RSUs

An RSU is an Award that generally becomes vested (if at all) following a period of continuous employment or other service relationship with the Corporation or a Designated Affiliate and entitles the Participant to receive one Common Share for each RSU or the cash equivalent (or a combination of the two).

6.2 Vesting Period

The Board will determine the vesting period applicable to an RSU, provided that the RSUs may not vest (i) prior to one year following the Date of Grant; and (ii) more than three years after the Date of Grant unless specified otherwise in the applicable RSU Agreement.

6.3 Vesting of RSUs

RSUs will vest at the end of the applicable vesting period, unless specified otherwise in the applicable RSU Agreement (the "**RSU Vesting Date**"). No RSUs issued pursuant to this Plan may vest before the date that is one year following the Date of Grant.

6.4 Settlement of RSUs

The Corporation will pay the amount required to settle all vested RSUs as soon as practicable but not more than 30 days after the end of the applicable RSU Vesting Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of RSUs being settled;
- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of RSUs being settled;
- (c) delivering to the Participant an amount in cash equal to the Fair Market Value of the number of Common Shares equal to the number of RSUs being settled; or
- (d) a combination of (a), (b) or (c).

6.5 RSU Account

The Corporation will maintain an account for each Participant's and credit the account with the number of RSUs granted to the Participant and cancel any RSUs that are not paid out or fail to vest and record their cancellation in the account.

6.6 Additional RSUs

Subject to the Board's approval, if the Corporation pays a cash dividend on the Common Shares, the Corporation will credit the account of each Participant who holds RSUs as of the record date with an additional

number of RSUs. The number of additional RSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of RSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Corporation on each Common Share, and (ii) is the Fair Market Value of the Common Shares on the dividend payment date. These additional RSUs will be subject to the same vesting conditions as apply to the related RSUs. Any dividend settled in Shares may not exceed the maximum aggregate number of Shares to be issued under this Plan, and as outlined in section 3.4, and shall be settled in cash in the event a sufficient number of Shares are not available under this Plan to satisfy the Corporation's obligations in respect of such dividends

PART 7. TERMINATION OF PARTICIPANTS

7.1 Application of Part 7

This Part applies to all Participants other than directors. All rights or entitlements of a Participant under the Plan, upon a termination of employment for any reason shall be subject to Section 7.4.

7.2 Termination of Employment

(1) If a Participant's employment or office with the Corporation or a Designated Affiliate is terminated, or if the Participant resigns or Retires, then:

(a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards; and

(b) in the case of any vested Awards held by the Participant on the Termination Date, the Corporation will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan.

7.3 Death or Disability

If a Participant dies or has a Termination Date in connection with a Disability, then:

(a) any unvested Awards held by the Participant on the Termination Date will vest on a proportionate basis based on the number of Awards available to vest in the vesting period in which the Termination Date occurs and the ratio that (i) the period from the (1) Date of Grant or (2) last vesting date, as applicable, to the Termination Date is to (ii) the period from the (1) Date of Grant or (2) last vesting date, as applicable, to the next vesting date, and any other unvested Awards will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards; and

(b) in the case of any vested Awards held by the Participant on the Termination Date, the Corporation will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan.

7.4 No Right to Compensation on Forfeiture

For clarification and without limitation, no Participant or former Participant shall be entitled to any current or future Award or any other benefit, payment or right otherwise arising from the Plan after his or her Termination Date except as provided in this Part 7, or as otherwise determined by the Board or as expressly required by the minimum applicable requirements contained in applicable employment standards legislation. No damages or compensation shall be payable to any person in respect of any Award that is not granted, paid, exercised or settled due to a Participant ceasing to actively render services to the Corporation or a

Designated Affiliate for any reason, regardless of whether the Participant's employment is terminated by the Corporation or a Designated Affiliate, lawfully or unlawfully, or whether the Participant's employment is terminated voluntarily by the Participant or involuntarily, except as otherwise expressly required by applicable employment standards legislation.

In addition, except as specifically provided in this Part 7 or as otherwise determined by the Board, or as expressly required by applicable employment standards legislation, effective as of a Participant's Termination Date, the Participant shall forfeit all rights and have no entitlements with respect to any outstanding Awards that would vest, or become payable, exercisable or be settled after such date, and for greater certainty, the Participant shall be disentitled to damages as compensation for the loss of the opportunity to vest in respect of any outstanding Awards or receive any payment or Common Shares or other compensation that may or would have been paid or issued in respect of an Award during any applicable period of notice of termination of employment, under common law, contract or otherwise, except as expressly required by the minimum applicable requirements contained in applicable employment standards legislation.

7.5 Expiry of Awards

Any Awards granted or issued to any Participant who is a director, officer, employee, Consultant or Management Company Employee must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an eligible Participant under this Plan.

7.6 Other

In connection with a Participant's termination of employment, the Corporation may acquire, settle or redeem Awards for cancellation on terms other than those prescribed in an Award Agreement on terms separately agreed by the Board and the applicable Participant.

PART 8. CHANGE OF CONTROL

8.1 Effect of a Change of Control

In the event that:

(a) the Corporation seeks or intends to seek approval from the shareholders of the Corporation 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 Corporation or the shareholders of the Corporation which, if accepted or completed, would constitute an Acceleration Event, the Corporation may send notice to all Participants of such transaction, offer or proposal and (i) the Board may, by resolution and notwithstanding any vesting schedule applicable to any Award permit all Awards 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 Award), so that the Participant may participate in such transaction, offer or proposal, and (ii) the Board may accelerate the expiry date of such Awards and the time for the fulfillment of any conditions or restrictions on such exercise to an earlier date chosen by the Board in its unfettered discretion.

An "**Acceleration Event**" means:

(a) the acquisition by any "offeror" (as defined in National Instrument 62-104 Takeover Bids and Issuer Bids) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Corporation, by means of a take-over bid or otherwise;

(b) any consolidation, merger, statutory amalgamation or arrangement involving the Corporation and pursuant to which the Corporation 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 Corporation and in which the shareholders of the Corporation 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 Corporation 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 Corporation to another entity; or

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

8.2 Powers of the Board

If there is an Acceleration Event, the Board may (i) make any changes to the terms of the Award Agreements and Awards as it considers fair and appropriate in the circumstances, (ii) otherwise modify the terms of the Awards to assist the Participants in participating in the transaction leading to the Acceleration Event and (iii) terminate, conditionally or otherwise, the Awards not exercised or settled, as applicable, following successful completion of the Acceleration Event.

PART 9. AMENDMENTS AND TERMINATION

9.1 Amendments and Termination

(1) The Board has the right, in its sole discretion, to amend, suspend or terminate the Plan, provided that no such amendment, suspension or termination may be made without obtaining Exchange or shareholder approvals as applicable or adversely affect the rights of any Participant with respect to the Awards to which the Participant is entitled under the Plan without the consent of the Participant. No amendments may be made by the Board to the Plan without Shareholder approval or, if required under the Exchange Corporate Finance Manual, Disinterested Shareholders approval and Exchange approval, including the following: (i) an increase in the maximum number or percentage of Common Shares reserved for issuance under the Plan, (ii) amendments to remove or increase the insider participation limits provided for in section 3.5 of the Unit Plan; (iii) amendments to remove or increase the participation limits provided for in section 3.4(3) of the Plan while the Common Shares are listed on the Exchange; (iv) amendments to extend the term of an Award held by an insider beyond the original expiry date, (v) amendments to the transferability or assignability of an Award pursuant to section 3.6(1) of the Plan; (vi) amendments to the amendment provision in subsection 9.1 of the Plan, and (vii) amendments required to be approved by shareholders under the applicable law or regulations, including the rules, regulations and policies of the Exchange.

PART 10. GENERAL

10.1 Capital Adjustments

If there is any change in the capital of the Corporation affecting the Common Shares, including as a result of a stock split or consolidation, combination or exchange of shares, merger, amalgamation, spin-off or other special distribution (other than distributions or cash dividends in the ordinary course) of the Corporation's assets to shareholders, the Board, in its discretion and with prior written acceptance of the Exchange, may

make any adjustments it determines to be appropriate to reflect that change (for the purpose of preserving the value of the Awards or the rights of Participants) including to (i) the number or kind of shares or other securities reserved for issuance under this Plan, and (ii) the number of Awards held by the Participants.

10.2 Unsecured Obligations

The Corporation's obligations under this Plan and the Awards are unsecured obligations and Participants will not have any greater rights than those of an unsecured general creditor of the Corporation.

10.3 Successors and Assigns

This Plan is binding on all successors and permitted assigns of the Corporation and Designated Affiliates and each Participant, including the legal representative of a Participant, or any receiver or trustee in bankruptcy or representative of the creditors of the Corporation, a Designated Affiliate or a Participant.

10.4 No Special Rights

Nothing in this Plan or by the grant of any Awards will confer on any Participant any right to the continuation of the Participant's employment by the Corporation or a Designated Affiliate or interfere in any way with the right of the Corporation or a Designated Affiliate at any time to terminate a Participant's employment or to increase or decrease the compensation of a Participant.

10.5 Other Employee Benefits

The amount of any compensation received by a Participant as a result of the exercise or settlement of any Award will not constitute compensation with respect to which any other employee benefits of that Participant are determined, including benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, unless otherwise determined by the Board.

10.6 No Liability

Neither the Corporation nor a Designated Affiliate will be liable to any Participant for any loss resulting from a decline in the price or market value of any Common Shares.

10.7 Government Regulation and Grant Restrictions

(1) The Corporation's obligation to issue and deliver Common Shares under any Award is subject to (i) the qualification or registration of those Common Shares under applicable securities laws or the availability of and compliance with applicable exemptions from those securities laws, (ii) the listing of those Common Shares on the Exchange and (iii) the receipt from the Participant of any information for the purpose of complying with applicable securities or privacy laws and the rules, regulations and policies of the Exchange and of representations, agreements and undertakings as to future dealings in those Common Shares in order to safeguard against the violation of the securities laws of any jurisdiction, in each case, as the Corporation determines to be necessary or advisable for that purpose.

(2) Awards may not be granted with a Date of Grant or effective date earlier than the date on which all actions required to grant the Awards have been completed.

10.8 No Rights as a Shareholder

Participants will not have any rights as a holder of any Common Shares covered by an Award including the right to vote or to receive dividends or other distributions on the Common Shares.

10.9 Tax Matters Generally

(1) Each Participant is responsible for completing and filing any tax returns that may be required under Canadian, United States or other applicable jurisdiction's tax laws within the periods specified in those laws as a result of the Participant's participation in this Plan and the granting or payment or settlement of an Award.

(2) Each Participant is solely responsible for the payment of any Applicable Withholding Tax. Each Participant is required to make a cash payment to the Corporation representing the Applicable Withholding Tax and the Corporation will remit this amount to the applicable tax authorities on behalf of the Participant. The Corporation will also have the right to deduct from any payment or other settlement to be made in connection with this Plan, or to require, before the issuance or delivery of Common Shares or other property, payment by the Participant of any Applicable Withholding Taxes. The Corporation may also make alternative arrangements with any Participant as to the payment or funding of any such Applicable Withholding Taxes.

(3) The Corporation does not make any representation to Participants as to the tax consequences of any Award. The Corporation will not have any liability for any tax, interest or penalties that any Participant may incur as a result of the grant, vesting, exercise or settlement of any Award.

10.10 Severability

The invalidity or unenforceability of any provision of the Plan will not affect the validity or enforceability of any other provision and any invalid or unenforceable provision will be severed from this Plan.

10.11 Effective Date

This Plan was approved by the shareholders of the Corporation, effective as of [●].

SCHEDULE "C"
SPARTAN METALS CORP.
(the "Company")
AUDIT COMMITTEE CHARTER

THE AUDIT COMMITTEE'S CHARTER

Purpose

The overall purpose of the Audit Committee (the "**Committee**") of **Spartan Metals Corp.** (the "**Company**") is to ensure that the Company's management has designed and implemented an effective system of internal financial controls, to review and report on the integrity of the consolidated financial statements and related financial disclosure of the Company, and to review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosure of financial information. It is the intention of the Board that through the involvement of the Committee, the external audit will be conducted independently of the Company's Management to ensure that the independent auditors serve the interests of Shareholders rather than the interests of Management of the Company. The Committee will act as a liaison to provide better communication between the Board and the external auditors. The Committee will monitor the independence and performance of the Company's independent auditors.

Composition, Procedures and Organization

- (1) The Committee shall consist of at least three members of the Board of Directors (the "**Board**").
- (2) At least two (2) members of the Committee shall be independent¹ and the Committee shall endeavour to appoint a majority of independent directors to the Committee, who in the opinion of the Board, would be free from a relationship which would interfere with the exercise of the Committee members' independent judgment. At least one (1) member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices applicable to the Company. For the purposes of this Charter, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.
- (3) All of the members of the Committee shall be "financially literate"².
- (4) The Board, at its organizational meeting held in conjunction with each annual general meeting of the shareholders, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee.
- (5) Unless the Board shall have appointed a chair of the Committee, the members of the Committee shall elect a chair and a secretary from among their number.
- (6) The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and to hear each other.
- (7) The Committee shall have access to such officers and employees of the Company and to the Company's external auditors, and to such information respecting the Company, as it considers to be necessary or advisable in order to perform its duties and responsibilities.

¹ "Independent" member of an audit committee means a member who has no direct or indirect material relationship with the Company. A "material relationship" means a relationship which could, in the view of the Company's Board of Directors, reasonably interfere with the exercise of a member's independent judgment.

2 "Financially literate" individual is an individual who has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

(8) Meetings of the Committee shall be conducted as follows:

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

(B) the external auditors shall receive notice of and have the right to attend all meetings of the Committee;

(C) management representatives may be invited to attend all meetings except private sessions with the external auditors; and

(D) the proceedings of all meetings will be minuted.

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

(10) Any member of the Committee may be removed or replaced at any time by the Board and shall cease to be a member of the Committee on ceasing to be a director. The Board may fill vacancies on the Committee by election from among its number. If and whenever a vacancy shall exist on the Committee, the remaining members may exercise all its powers so long as a quorum remains in office. Subject to the above, each member of the Committee shall hold office as such until the next Annual General Meeting of the Shareholders after his/her election.

(11) The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.

Roles and Responsibilities

(1) The overall duties and responsibilities of the Committee shall be as follows:

(A) to assist the Board in the discharge of its responsibilities relating to the Company's accounting principles, reporting practices and internal controls and its approval of the Company's annual and quarterly consolidated financial statements and related financial disclosure;

(B) to establish and maintain a direct line of communication with the Company's internal and external auditors and assess their performance;

(C) to ensure that the management of the Company has designed, implemented and is maintaining an effective system of internal financial controls; and

(D) to report regularly to the Board on the fulfilment of its duties and responsibilities.

- (2) The duties and responsibilities of the Committee as they relate to the external auditors shall be as follows:
- (A) to recommend to the Board a firm of external auditors to be engaged by the Company, and to verify the independence of such external auditors;
 - (B) to review and approve the fee, scope and timing of the audit and other related services rendered by the external auditors;
 - (C) review the audit plan of the external auditors prior to the commencement of the audit;
 - (D) approve in advance provision by the external auditors of services other than auditing;
- (E) to review with the external auditors, upon completion of their audit:
- (i) contents of their report;
 - (ii) scope and quality of the audit work performed;
 - (iii) adequacy of the Company's financial and auditing personnel;
 - (iv) co-operation received from the Company's personnel during the audit;
 - (v) internal resources used;
 - (vi) significant transactions outside of the normal business of the Company;
 - (vii) significant proposed adjustments and recommendations for improving internal accounting controls, accounting principles or management systems; and
 - (viii) the non-audit services provided by the external auditors;
- (F) to discuss with the external auditors the quality and not just the acceptability of the Company's accounting principles;
- (G) to implement structures and procedures to ensure that the Committee meets the external auditors on a regular basis in the absence of management; and
- (H) review any significant disagreements between management and the external auditor regarding financial reporting.
- (3) The duties and responsibilities of the Committee as they relate to the Company's internal auditors are to:
- (A) periodically review the internal audit function with respect to the organization, staffing and effectiveness of the internal audit department;
 - (B) review and approve the internal audit plan; and
 - (C) review significant internal audit findings and recommendations, and management's response thereto.
- (4) The duties and responsibilities of the Committee as they relate to the internal control procedures of the Company are to:
- (A) review the appropriateness and effectiveness of the Company's policies and business practices which impact on the financial integrity of the Company, including those relating to internal auditing, insurance, accounting, information services and systems and financial controls, management reporting and risk management;

(B) review any unresolved issues between management and the external auditors that could affect the financial reporting or internal controls of the Company; and

(C) periodically review the Company's financial and auditing procedures and the extent to which recommendations made by the internal audit staff or by the external auditors have been implemented.

(5) The Committee is also charged with the responsibility to:

(A) review the Company's quarterly statements of earnings, including the impact of unusual items and changes in accounting principles and estimates and report to the Board with respect thereto;

(B) review and approve the financial sections of:

(i) the annual report to Shareholders;

(ii) the annual information form, if required;

(iii) annual and interim MD&A;

(iv) prospectuses;

(v) news releases discussing financial results of the Company; and

(vi) other public reports of a financial nature requiring approval by the Board and report to the Board with respect thereto;

(C) review regulatory filings and decisions as they relate to the Company's consolidated financial statements;

(D) review the appropriateness of the policies and procedures used in the preparation of the Company's consolidated financial statements and other required disclosure documents, and consider recommendations for any material change to such policies;

(E) review and report on the integrity of the Company's consolidated financial statements;

(F) establish procedures for:

(i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and

(ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters;

(G) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company;

(H) review and recommend updates to the charter and receive approval of changes from the Board;

(I) review the minutes of any audit committee meeting of subsidiary companies;

(J) review with management, the external auditors and, if necessary, with legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Company and the manner in which such matters have been disclosed in the consolidated financial statements;

(K) review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, tax matters and disclosure of financial information; and

(L) perform other functions as requested by the full Board.

(6) The Committee shall have the authority:

(A) to engage independent counsel and other advisors as it determines necessary to carry out its duties,

(B) to set and pay the compensation for any advisors employed by the Committee;

(C) to communicate directly with the internal and external auditors; and

(D) In absence of an appointed compensation committee and/or corporate governance committee the Committee shall act in lieu of in accordance with the policies, mandate or guidelines determined by the Board or consistent with industry standards.