NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

OF

SMOOTH ROCK VENTURES CORP.

TO BE HELD ON

THURSDAY, AUGUST 17, 2023

DATED: JUNE 29, 2023

Smooth Rock Ventures Corp.
Suite 820, 1130 West Pender Street
Vancouver, British Columbia V6E 4A4

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD AUGUST 17, 2023

NOTICE IS HEREBY GIVEN that the **Annual General and Special Meeting** (the "**Meeting**") of the holders of common shares ("**Shareholders**") of **Smooth Rock Ventures Corp.** (the "**Company**") will be held at **Suite 220 - 145 Chadwick Court, North Vancouver, British Columbia**, on **Thursday, August 17, 2023,** at **9:30 a.m. (Pacific Time)** for the following purposes:

1. to receive and consider the audited financial statements of the Company, together with the notes thereto and the auditor's reports thereon, for the financial years ended December 31, 2022, and December 31, 2021;

2. to fix the number of directors to be elected at the Meeting at four (4);

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

4. to appoint Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors of the Company to fix the remuneration to be paid to the auditor;

5. to consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Company's "10% rolling" stock option plan, as amended June 29, 2023, in the form attached as Schedule "A" to and as more particularly described in the Management Information Circular of the Company dated June 29, 2023 (the "**Circular**"); and

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

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Shareholders are advised to review the Circular before voting.

Although no other matters are contemplated, the Meeting may also consider the transaction of such other business, and any permitted amendment to or variation of any matter identified in this Notice, as may properly come before the Meeting or any adjournment thereof. Accompanying this Notice and Circular is a (i) form of proxy or voting instruction form – please follow the voting instructions detailed therein; and (ii) financial statements request form.

The board of directors of the Company (the "**Board**") has fixed the close of business on June 29, 2023, as the record date (the "**Record Date**") for determining Shareholders who are entitled to receive notice and to vote at the Meeting. Only Shareholders of record at the close of business on the Record Date, or authorized proxyholders, will be entitled to vote at the Meeting.

Registered Shareholders unable to attend the Meeting in person and who wish to ensure that their common shares ("**Shares**") will be voted at the Meeting are requested to complete, date and sign the enclosed form of proxy, or another suitable form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Circular. Non-registered Shareholders who plan to attend the Meeting must follow the instructions set out in the voting instruction form to ensure that their Shares will be voted at the Meeting. If you hold your Shares in a brokerage account, you are a non-registered Shareholder.

DATED at Vancouver, British Columbia, this **29th** day of **June, 2023**.

BY ORDER OF THE BOARD:

/s/ Christos Doulis
Christos Doulis
Chief Executive Officer, President and Director

MANAGEMENT INFORMATION CIRCULAR
As at June 29, 2023

SECTION 1 - INTRODUCTION

This management information circular (the "**Circular**") accompanies the notice of annual general and special meeting (the "**Notice**") and is furnished to the holders (the "**Shareholders**" and each, a "**Shareholder**") of common shares (the "**Shares**") in the capital of Smooth Rock Ventures Corp. (the "**Company**") in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the "**Meeting**") of the Shareholders to be held at **Suite 220 - 145 Chadwick Court, North Vancouver, British Columbia**, on **Thursday, August 17, 2023**, at **9:30 a.m. (Pacific Time)**, and any adjournment thereof, for the purposes set forth in the Notice of the Meeting.

DATE AND CURRENCY

The information contained in this Circular is as at **June 29, 2023**. Unless otherwise stated, all amounts herein are in Canadian dollars.

NOTICE-AND-ACCESS

The Company is not relying on the "Notice and Access" delivery procedures outlined in National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") to distribute copies of proxy-related materials in connection with the Meeting.

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

SECTION 2 – PROXIES AND VOTING RIGHTS

MANAGEMENT SOLICITATION

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining from their principals' authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out-of-pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

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

making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

APPOINTMENT OF PROXY

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder's behalf in accordance with the instructions given by the Shareholder in the proxy. The persons whose names are printed on the enclosed form of proxy are officers and/or directors of the Company (the "**Management Proxyholders**").

A Shareholder has the right to appoint a person or company to attend and act for or on behalf of that Shareholder at the Meeting, other than the Management Proxyholders named in the enclosed form of proxy. A proxyholder need not be a Shareholder.

To exercise the right, the Shareholder may do so by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the form of proxy. Such Shareholder should notify the nominee of the appointment, obtain the nominee's consent to act as proxy and should provide instruction to the nominee on how the Shareholder's Shares should be voted. The nominee should bring personal identification to the Meeting.

Those Shareholders desiring to be represented at the Meeting by proxy must deposit their respective forms of proxy with the Company's registrar and transfer agent, Odyssey Trust Company by:

(a) email to proxy@odysseytrust.com; or

(b) mail or personal delivery to Odyssey Trust Company, Attn: Proxy Department, Suite 702, 67 Yonge Street, Toronto, ON M5E 1J8; or

(c) facsimile to Odyssey Trust Company, Attn: Proxy Department, at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international); or

(d) internet at https://login.odysseytrust.com/pxlogin and follow the online voting instructions given to you. You will require your 12-digit control number found on your form of proxy. If you vote through the internet, you may also appoint another person to be your proxyholder.

A completed form of proxy must be received at least forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment thereof.

VOTING BY PROXY AND EXERCISE OF DISCRETION BY MANAGEMENT PROXYHOLDERS

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Shares represented by a properly executed proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.

If a Shareholder does not specify a choice and the Shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

The form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. As of the date of this Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

NON-REGISTERED HOLDERS

Only Shareholders whose names appear on the records of the Company as the registered holders of Shares or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders of the Company are "non-registered" holders because the Shares they own are not registered in their names but instead registered in the name of a nominee such as a brokerage firm through which they purchased Shares; bank, trust company, trustee or administrator of self-administered RRSPs, RRIFs, RESPs and similar plans; or clearing agency such as the Canadian Depository for Securities Limited (a "**Nominee**"). If you purchased your Shares through a broker or otherwise deposited your Shares with your broker, you are likely a non-registered holder.

In accordance with relevant securities laws and regulations, the Company has distributed copies of the form of proxy to the Nominees for distribution to non-registered holders.

Nominees are required to forward the Meeting materials to non-registered holders to seek their voting instructions in advance of the Meeting. Shares held by Nominees can only be voted in accordance with the instructions of the non-registered holder. Nominees often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Nominee in order to ensure that your Shares are voted at the Meeting.

If you, as a non-registered holder, wish to vote at the Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the request for voting instructions or proxy provided by the Nominee and return the form to the Nominee in the envelope provided. Do not complete the voting section of the proxy form as your vote will be taken at the Meeting.

Non-registered holders who have not objected to their Nominee disclosing certain ownership information about themselves to the Company are referred to as "non-objecting beneficial owners" ("**NOBOs**"). Those non-registered holders who have objected to their Nominee disclosing ownership information about themselves to the Company are referred to as "objecting beneficial owners" ("**OBOs**"). Hereinafter, NOBOS and OBOs will collectively be referred to as "**Non-Registered Holders**".

ADVICE TO NON-REGISTERED HOLDERS

The information in this section is of significant importance to many Shareholders, as a substantial number do not hold their Shares in their own name.

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are "non-registered holders" because the 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 Shares were purchased. More particularly, a person is not a registered Shareholder in respect of 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 (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators or self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depositary Services Inc. or CDS & Co.) of which the Intermediary is a participant. In accordance with the requirements set out in NI 54-101, the Company has distributed copies, as the case may be, of, Notice of Meeting, this Circular, and the form of proxy/VIF

(collectively, 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 waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials 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 as to the number of Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with the Transfer Agent as provided above; or

(b) more typically, be given a voting instruction form 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 authorization form**") which the Intermediary must follow. Typically, the proxy authorization form will consist of a one-page pre-printed form. Sometimes, instead of a one-page pre-printed form, the proxy authorization will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit a Non-Registered Holder to direct the voting of Shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the Management Nominees named in the form and insert the Non-Registered Holder's name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

As previously mentioned, there are two types of Non-Registered Holders: (i) those who object to their identity being made known to the issuers of securities which they own ("**Objecting Beneficial Owners**" or "**OBOs**"), and (ii) those who do not object to their identity being made known to the issuers of securities which they own ("**Non-Objecting Beneficial Owners"** or "**NOBOs**"). Subject to the provisions of NI 54-101, issuers may deliver proxy-related materials directly to NOBOs.

REVOCATION OF PROXIES

A Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof. If a person who has given a proxy attends personally at the Meeting at which such proxy is to be voted, such person may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing (or if the Shareholder is a corporation, under its seal or by an officer or attorney thereof duly authorized), deposited at Odyssey Trust Company, registrar and transfer agent for the Shares, by mail or personal deliver to Odyssey Trust Company, Attn: Proxy Department, Suite 702, 67 Yonge Street, Toronto, ON M5E 1J8; or (b) by facsimile to Odyssey Trust Company, Attn: Proxy

Department, at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international), not later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays in Ontario) before the Meeting, at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof or with the Chair of the Meeting on the day of the Meeting or any adjournment thereof, and upon either of such deposits, the proxy is revoked.

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

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada, and securities laws of the provinces of Canada. The proxy solicitation rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia), certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgement by a United States court.

SECTION 3 – VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

RECORD DATE

The board of directors of the Company (the "**Board**") has fixed June 29, 2023, as the record date (the "**Record Date**") for determination of persons entitled to receive Notice of Meeting. The Company will prepare or cause to be prepared a list of persons recorded as Shareholders as of the close of business on the Record Date, each of whom shall be entitled to vote the Shares shown opposite his/her/its name on the list at the Meeting or any adjournment thereof, except to the extent that: (a) any such Shareholder has transferred ownership of any of their Shares subsequent to the Record Date; and (b) the transferee produces properly endorsed Share certificates evidencing the transfer or otherwise establishes that the transferee owns the transferred Shares and demands, not later than ten (10) days before the Meeting, that they be included on the list of Shareholders entitled to vote at the Meeting, in which case the transferee, instead of the transferor, will be entitled to vote the transferred Shares at the Meeting or any adjournment thereof.

In addition, persons who are Non-Registered Holders as at the Record Date will be entitled to exercise their voting rights in accordance with the procedures established under NI 54-101. See "*Section 2 – Proxies and Voting Rights – Advice to Non-Registered Holders.*

VOTING RIGHTS

The Company is authorized to issue an unlimited number of Shares without par value. As at the Record Date, there were 24,674,794 Shares issued and outstanding. Each Shareholder is entitled to one vote for each Share registered in his/her/its name. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Shares.

PRINCIPAL HOLDERS OF SHARES

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights as at the Record Date for the Meeting.

QUORUM

Pursuant to the Articles of the Company, subject to the special rights or restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of Shareholders is one or more persons present and being, or representing by proxy, two or more Shareholders entitled to attend and vote at the meeting.

SECTION 4 – PARTICULARS OF MATTERS TO BE ACTED UPON

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

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

1. PRESENTATION OF FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial years ended December 31, 2022, and December 31, 2021 (the "**Financial Statements**"), together with the notes thereto and the auditor's reports thereon, will be presented to Shareholders at the Meeting.

A copy of the Financial Statements will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Company, c/o Keystone Corporate Services Inc., Suite 214, 257 12th Street East, North Vancouver, BC, V7L 2J8 or via email to SmoothRock@keystonecorp.ca. The Financial Statements are also available online at the System for Electronic Document Analysis and Retrieval ("**SEDAR**") at www.sedar.com under the Company's profile.

Management will review the Company's financial results at the Meeting and Shareholders and proxyholders will be given an opportunity to discuss these results with management. **Shareholder approval is not required and no formal action will be taken at the Meeting to approve the Financial Statements.**

2. FIXING THE NUMBER OF DIRECTORS

The Company's constating documents stipulate there shall be not less than three (3) directors. The Board is currently composed of four (4) directors and four (4) directors are proposed for the ensuing year. At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve an ordinary resolution, the text of which is as follows:

"**BE IT RESOLVED** as an ordinary resolution of Shareholders that the number of directors to be elected at the Meeting, to hold office until the close of the next annual meeting of Shareholders or until their successors are duly elected or appointed pursuant to the constating documents of the Company, unless their offices are earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) or the Company's constating documents, be and is hereby fixed at four (4)."

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

Management believes the passing of the above resolution is in the best interests of the Company and recommends Shareholders vote in favour of the ordinary resolutions fixing the number of directors to be elected at the Meeting as set out above. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR fixing the number of directors of the Company at four (4).

3. ELECTION OF DIRECTORS

The directors of the Company are elected at each annual meeting of Shareholders and hold office until the close of the next annual meeting, or until their successors are duly elected or appointed, unless their office is earlier vacated in accordance with the Articles of the Company or *Business Corporations Act* (British Columbia).

Nominees for Election

Management of the Company proposes to nominate the persons named in the table below for election by Shareholders as directors of the Company. Each of the nominees, all of whom are current members of the Board, has agreed to stand for election and management of the Company does not contemplate that any of the nominees will be unable to serve as a director.

Advance Notice Provisions

The Company has advance notice provisions (the "**Advance Notice Provisions**") in its constating documents. The Advance Notice Provisions include, among other things, a provision that requires advance notice be given to the Company in circumstances where nomination of persons for election to the Board are made by Shareholders of the Company. The Advance Notice Provisions set a deadline by which Shareholders must submit nominations (a "**Notice**") for the election of directors to the Company prior to any annual or special meeting of Shareholders. The Advance Notice Provisions also set forth the information that a Shareholder must include in the Notice to the Company and establishes the form in which the Shareholder must submit the Notice for that notice to be in proper written form.

In the case of an annual meeting of Shareholders, a Notice must be provided to the Company not less than 30 days and not more than 65 days prior to the date of the annual meeting. However, in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, a Notice must be provided to the Company not later than the close of business on the 10th day following such public announcement. The Advance Notice Provisions are available for viewing in the Articles of the Company available on SEDAR at www.sedar.com under the Company's profile.

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

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

Name and Province/Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years (1)	Periods During Which Nominee Has Served as a Director	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly (2)
Christos Doulis (3) *Ontario, Canada* **Chief Executive Officer, President and Director**	Consultant; Contract CEO for several exploration companies focused on exploration in Western Newfoundland and Nevada	April 1, 2022 - present	Nil
Christopher Hobbs *Ontario, Canada* **Chief Financial Officer, Corporate Secretary and Director**	Chartered Professional Accountant and businessman providing management services and Chief Financial Officer services to public and private companies (self-employed for 22+ years)	January 24, 2018 - present	670,000
Alan Day (3) *Nevada, USA* **Vice President – Exploration and Director**	Professional Geologist (self-employed for 30+ years)	May 7, 2020 - present	795,648
Mohammad Fazil (3) *Alberta, Canada* **Director**	Founder and President of Lion Park Capital (private financial advisory firm)	February 3, 2023 - present	100,500

NOTES:

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

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

(3) Member of the Audit Committee of the Company

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

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

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

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

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

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

was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets,

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

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

None of the proposed nominees for election as a director of the Company is proposed for election pursuant to any arrangement or understanding between the nominee and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

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

4. APPOINTMENT OF AUDITOR

Shareholders will be asked to vote for the appointment of Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, of Suite 1500, 1140 West Pender Street, Vancouver, BC, V6E 4G1, as auditor of the Company to hold office until the next annual meeting of Shareholders, or until a successor is appointed, and to authorize the directors of the Company to fix remuneration to be paid to the auditor.

Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, has served as auditor of the Company since April 29, 2004.

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

5. APPROVAL OF STOCK OPTION PLAN

The Company has established a stock option plan under which directors, officers, employees and consultants of the Company may be granted options to acquire Shares. TSX Venture Exchange (the "**Exchange**") policies respecting the granting of options requires that all companies listed on the Exchange implement a stock option plan and that any "rolling" stock option plan must receive Shareholder approval on an annual basis.

The Company's stock option plan is a "rolling" stock option plan, whereby the aggregate number of Shares reserved for issuance shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted. The stock option plan was last approved by Shareholders at the Annual General and Special Meeting of Shareholders held August 26, 2021.

The purpose of the stock option plan is to attract and retain employees, officers, directors, consultants and management company employees and to motivate them to advance the interests of the Company by affording them the opportunity to acquire an equity interest in the Company through options granted to purchase Shares. The stock option plan is expected to benefit the Shareholders by enabling the Company to attract and retain personnel of the highest caliber by offering to them an opportunity to share in any increase in the value of the Shares to which they have contributed.

On November 24, 2021, the Exchange updated its policy concerning security-based compensation (the "**Security-Based Compensation Policy**") and advised that any outstanding security-based compensation plan that does not comply with the Security-Based Compensation Policy will need to be amended to comply with the Security-Based Compensation Policy the next time it is placed before a company's shareholders for approval. In connection with the changes required by the Security-Based Compensation Policy, the Board has adopted certain amendments to the Stock Option Plan in order to bring the Stock Option Plan into compliance with the Security-Based Compensation Policy. For a summary of the material terms of the Amended Stock Option Plan, see "*Section 5 – Statement of Executive Compensation – Director and Named Executive Officer Compensation – Stock Option Plans and Other Incentive Plans*."

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Stock Option Plan, as amended June 29, 2023 (the "**Amended Stock Option Plan**"). The summary of amendments set out below is qualified in its entirety by the full text of the Amended Stock Option Plan, which will be available at the Meeting for review by Shareholders and is attached hereto as Schedule "A".

Summary of Amendments

- The Security-Based Compensation Policy requires that certain limits apply with respect to the granting of options to insiders (as a group), any individual, consultants and to persons performing Investor Relations Activities. These limitations and any disinterested shareholder approval requirements related thereto have been updated in the Amended Stock Option Plan.

- Disinterested shareholder approval has been added for any amendment that would result in the term of an option held by an Insider being extended.

- Vesting restrictions that apply to options granted to persons performing Investor Relations Activities have been clarified.

- The Security-Based Compensation Policy now contains specific restrictions with respect to adjustments to security-based compensation. Any adjustment to options granted or issued (except in relation to a consolidation or share split) is subject to the prior acceptance of the Exchange. As such, language in the Amended Stock Option Plan has been updated accordingly.

Shareholder Approval

The text of the Amended Stock Option Plan Resolution to be submitted to Shareholders at the Meeting is set forth below:

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

1. the Amended Stock Option Plan, in the form attached as Schedule "A" to the management information circular of the Company, dated June 29, 2023, be and is hereby ratified, confirmed and approved as the stock option plan of the Company until such time as further ratification is required pursuant to the rules of the TSX Venture Exchange (the "**Exchange**") or other applicable regulatory requirements;

2. the board of directors of the Company be and is hereby authorized in its absolute discretion to administer the Amended Stock Option Plan in accordance with its terms and conditions and to further amend or modify the Amended Stock Option Plan to ensure compliance with the policies of the Exchange; and

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

In order for the foregoing Amended Stock Option Plan Resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy at the Meeting. The Amended Stock Option Plan has not been conditionally approved by the Exchange and remains subject to Exchange acceptance. If the Exchange finds the disclosure to Shareholders in this Circular to be inadequate, such Shareholder approval may not be accepted by the Exchange.

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

6. OTHER MATTERS

Management of the Company is not aware of any other matters to come before the Meeting other than as set forth in the Notice of Meeting that accompanies this Circular. 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.

SECTION 5 – STATEMENT OF EXECUTIVE COMPENSATION

Objective:

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

Definitions:

For the purpose of this Statement of Executive Compensation:

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

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

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

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

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

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

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

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

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

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

During the financial year ended December 31, 2022, based on the definition above, the NEOs of the Company were (a) Christos Doulis, who has served as CEO, President and Director of the Company since April 1, 2022; (b) Christopher Hobbs, who has served as CFO and Corporate Secretary since January 31, 2012, and as Director since January 24, 2018; and (c) Alan Day, who served as CEO and President from May 7, 2020, until April 1, 2022, and who presently serves as Director (since May 7, 2020) and Vice President – Exploration (since April 1, 2022). Not in an NEO position, Eric Falardeau served as a Director for the period May 2, 2019, until February 3, 2023.

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation, excluding options and compensation securities, paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, for the two most recently completed financial years, to each NEO and director

of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or a subsidiary of the Company.

Table of compensation excluding compensation securities							
Name and position	**Year Ended December 31**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Christos Doulis [(1)] *CEO, President and Director*	2022 2021	58,500 N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	58,500 N/A
Christopher Hobbs [(2)] *CFO, Corporate Secretary and Director*	2022 2021	60,000 60,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	60,000 60,000
Alan Day [(3)] *Vice President – Exploration, Director, Former CEO and Former President*	2022 2021	118,424 84,910	Nil Nil	Nil Nil	Nil Nil	117,842 [(4)] 70,761 [(5)]	236,266 155,671
Eric Falardeau [(6)] *Former Director*	2022 2021	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Michel David [(7)] *Former Director*	2022 2021	N/A Nil	N/A Nil	N/A Nil	N/A Nil	N/A Nil	N/A Nil

NOTES:

(1) Christos Doulis was appointed CEO, President and Director on April 1, 2022.

(2) Christopher Hobbs was appointed Chief Financial Officer and Corporate Secretary on January 31, 2012, and Director on January 24, 2018.

(3) Alan Day was appointed Director on May 7, 2020, and also served as CEO and President from May 7, 2020, until April 1, 2022, at which time he was appointed Vice President – Exploration.

(4) A total of $117,842 paid to Mineral Exploration Services, Ltd, a corporation wholly-owned and controlled by Alan Day.

(5) A total of $70,761 paid to Mineral Exploration Services, Ltd, a corporation wholly-owned and controlled by Alan Day.

(6) Eric Falardeau served as Director from May 2, 2019, to February 3, 2023.

(7) Michel David served as a director from June 13, 2018, to November 26, 2021, and also served as Interim CEO from December 17, 2019, to May 7, 2020.

STOCK OPTIONS AND OTHER COMPENSATION SECURITIES

The following table sets out all compensation securities granted or issued to each NEO and director by the Company or one of its subsidiaries during the financial year ended December 31, 2022, for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Compensation Securities							
Name and Position	**Type of Compensation Security**	**Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class (1)**	**Date of Issue or Grant**	**Issue, Conversion or Exercise Price ($)**	**Closing Price of Security or Underlying Security on Date of Grant ($)**	**Closing Price of Security or Underlying Security at Year End ($)**	**Expiry Date**
Christos Doulis *CEO, President and Director*	Stock Options	350,000 (26.25%) (underlying securities: 350,000 Shares (1.42%))	April 4, 2022	0.13	0.13	0.04	April 4, 2027
Alan Day *Vice President – Exploration and Director*	Stock Options	300,000 (22.50%) (underlying securities: 300,000 Shares (1.22%))	April 4, 2022	0.13	0.13	0.04	April 4, 2027
Eric Falardeau *Director*	Stock Options	350,000 (26.25%) (underlying securities: 350,000 Shares (1.42%))	April 4, 2022	0.13	0.13	0.04	April 4, 2027

NOTE:

(1) Percentages based on 3,600,000 stock options and 24,674,794 common shares, respectively, issued and outstanding as at December 31, 2022.

The following table sets out all compensation securities held by each NEO and director as at December 31, 2022.

Name of NEO/Director	Number of Stock Options	Date of Grant	Date of Expiry	Exercise Price
Christos Doulis	350,000	April 4, 2022	April 4, 2027	$0.13
Alan Day	166,667	May 7, 2020	May 7, 2025	$0.21
	300,000	April 4, 2022	April 4, 2027	$0.13
Eric Falardeau	166,667	March 1, 2019	March 1, 2024	$0.225
	350,000	April 4, 2022	April 4, 2027	$0.13

Exercise of Compensation Securities by Directors and NEOs

There were no compensation securities exercised by a director or NEO during the financial years ended December 31, 2022, and December 31, 2021.

Stock Option Plans and Other Incentive Plans

10% "rolling" stock option plan

The Company's stock option plan was the only equity compensation plan the Company had in place during the financial year ended December 31, 2022, and remains the only equity compensation plan of the Company as at the date hereof. It provides that the Board may, from time to time, in its discretion, grant to directors, officers, employees, consultants and other personnel of the Company and its subsidiaries or affiliates, options to purchase Shares. The stock option plan is a "rolling" stock option plan, whereby the aggregate number of common shares reserved for issuance, together with any other common shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted.

Subsequent to shareholder approval of the stock option plan on August 26, 2021, the Exchange implemented an updated Security-Based Compensation Policy and the Board, in turn, adopted certain amendments to the stock option plan in order to bring the stock option plan into compliance with the Security-Based Compensation Policy. See *"Section 4 - Particulars of Matters to be Acted Upon – 4. Approval of Stock Option Plan"*

The material terms of the stock option plan, as amended June 29, 2023 (the "**Amended Stock Option Plan**") are as follows:

1. The maximum aggregate number of Shares that may be reserved for issuance pursuant to the Amended Stock Option Plan to all Optionees (as such term is defined in the Amended Stock Option Plan), in combination with the aggregate number of Shares which may be issuable under any other share-based compensation plan, shall not exceed 10% of the issued and outstanding Shares of the Company at the time of grant, provided that if any options granted under the Amended Stock Option Plan expire, are cancelled or terminated without being exercised in full, the Shares subject to those stock options shall again be available to be granted under the Amended Stock Option Plan.

2. The maximum aggregate number of Shares that are issuable pursuant to all share-based compensation plans, including the Amended Stock Option Plan, granted or issued to insiders (as a group) shall not exceed 10% of the Shares issued and outstanding at any point in time unless the Company has obtained any requisite disinterested shareholder approval pursuant to the policies of the Exchange.

3. The maximum aggregate number of Shares that are issuable pursuant to all share-based compensation plans, including the Amended Stock Option Plan, granted or issued in any 12-month period to insiders (as a group) shall not exceed 10% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant or issuance to any insider, unless the Company has obtained any requisite disinterested shareholder approval pursuant to the policies of the Exchange.

4. The maximum aggregate number of Shares that are issuable pursuant to all share-based compensation plans, including the Amended Stock Option Plan, granted or issued in any 12-month period to any one individual or person shall not exceed 5% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant or issuance, unless the Company has obtained any requisite disinterested shareholder approval pursuant to the policies of the Exchange.

5. The maximum aggregate number of Shares that are issuable pursuant to all share-based compensation plans, including the Amended Stock Option Plan, granted or issued in any 12-month period to any one Consultant shall not exceed 2% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant or issuance.

6. The maximum aggregate number of Shares that are issuable pursuant to all options granted in any 12-month period to all persons providing investor relations services in aggregate shall not exceed 2% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant (on a non-diluted basis) to a person providing investor relations services.

7. The approval of disinterested shareholders of the Company will be required for any reduction in the exercise price of a previously granted option or for any extension of the term of a previously granted option to an optionee, if at the time of the proposed amendment, the optionee is an insider of the Company.

8. The Board shall determine to whom options shall be granted, the terms and provisions of the respective option agreements, the time or times at which such options shall be granted, and the number of Shares to be subject to each option. The options shall vest and may be exercised (in each

case to the nearest full share) during the option period in such manner as the Board may fix by resolution, provided that if required by the Exchange, options issued to persons providing investor relations services must vest in stages over not less than 12 months with no more than one-quarter (¼) of the stock options vesting no sooner than three months after the stock options were granted, no more than one-quarter (¼) of the stock options vesting no sooner than six months after the stock options were granted, no more than one-quarter (¼) of the stock options vesting no sooner than nine months after the options were granted, and no more than one-quarter (¼) of the options vesting no sooner than 12 months after the options were granted.

9. Options which have vested may be exercised in whole or in part at any time and from time to time during the option period.

10. The exercise price of options is determined by the Board and shall not be less than the last closing price of the Shares on the Exchange, less any allowable discounts, subject to any minimum price requirements as may be established by the policies of the Exchange.

11. The Shares to be purchased upon each exercise of any option shall be paid for in full at the time of such exercise.

12. The option period shall be a period of time (not to exceed 10 years from the date of grant) fixed by the Board, subject to the death of the optionee. In the event of the death of an optionee, the option will be exercisable but only within the period of one year following the optionee's death, unless such period is extended by the Board or a committee of the Board, and approval is obtained from the Exchange and in no event after the natural expiry date of option.

13. If an optionee ceases to be a director, officer, employee or consultant for any reason other than death, then such options will terminate within a reasonable period to be determined by the administrators of the stock option plan (the "**Exercise Period**") commencing on the effective date the optionee ceases to be employed by or provide services to the Company (but only to the extent that such option has vested on or before the date the optionee ceased to be so employed or provide services to the Company) as provided for in the written option agreement between the Company and the optionee, and all rights to purchase shares under such option will expire as of the last day of such Exercise Period, provided however that the maximum Exercise Period shall be six (6) months, unless the optionee has entered into a valid employment or consulting agreement that provides for a longer Exercise Period, but in no case shall the Exercise Period be greater than one (1) year unless prior Exchange approval has been given. If an option holder dies, the options of the deceased option holder will be exercisable by his or her estate for a period not exceeding 12 months or the balance of the term of the options, whichever is shorter.

14. The aggregate number and kinds of Shares available under the Amended Stock Option Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Company. Any adjustment to options granted or issued (except in relation to a consolidation or share split) shall be subject to the prior acceptance of the Exchange.

15. The Amended Stock Option Plan contains a provision allowing for the automatic extension to the expiry date of an option if such date falls within a period during which the Company prohibits an optionee from exercising options. The expiry date of the affected option can be extended to no later than 10 business days after the expiry of the blackout period.

16. The Board may at any time amend or terminate the Amended Stock Option Plan, but where amended, such amendment is subject to regulatory approval.

17. Options are non-assignable and non-transferable.

The above summary of material terms is qualified in its entirety by the full text of the Amended Stock Option Plan attached hereto as Schedule "A". A full copy of the Amended Stock Option Plan is also available from the Company on written request.

Employment, Consulting and Management Agreements

The Company does not have any employment, consulting or management agreements or arrangements with any of the Company's current NEOs or directors.

Termination and Change of Control Benefits

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

Oversight and Description of Director and Named Executive Officer Compensation

The Company does not have a formal compensation program. The Company currently does not pay directors who are not employees or officers of the Company for attending directors' meetings or for serving on committees. The Board is responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations with respect to the compensation of the Company's executive officers. The Board is responsible for all matters relating to the compensation of the directors and executive officers of the Company with respect to: (i) general compensation goals and guidelines and the criteria by which bonuses and stock compensation awards are determined; (ii) amendments to any equity compensation plans adopted by the Board and changes in the number of shares reserved for issuance thereunder; and (iii) other plans that are proposed for adoption or adopted by the Company for the provision of compensation. The general objectives of the Company's compensation strategy are to: (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long term shareholder value; (b) align management's interests with the long term interests of shareholders; (c) provide a compensation package that is commensurate with other junior mineral exploration companies to enable the Company to attract and retain talent; and (d) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is a junior mineral exploration company without a history of earnings.

Pension Disclosure

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

SECTION 6 - AUDIT COMMITTEE

It is the Board's responsibility to ensure that an effective internal control framework exists within the Company. The Audit Committee has been formed to assist the Board in meeting its oversight responsibilities in relation to the Company's financial reporting and external audit function, internal control structure and risk management procedures. In doing so, it is the responsibility of the Audit Committee to maintain free and open communication between the Audit Committee, the external auditor and the management of the Company.

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

AUDIT COMMITTEE CHARTER

The full text of the Company's Audit Committee Charter is attached as Schedule "B" to this Circular.

COMPOSITION OF AUDIT COMMITTEE

As at the date hereof, the Audit Committee of the Company is comprised of three directors, namely Christos Doulis, Alan Day and Mohammad Fazil. Alan Day serves as the Chair of the Audit Committee of the Company. The members of the Audit Committee are appointed by the Board at its first meeting following the annual meeting of Shareholders to serve one-year terms and are permitted to serve an unlimited number of consecutive terms.

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment. Of the Company's current Audit Committee members, Mohammad Fazil is considered "independent" within the meaning of NI 52-110. Christos Doulis and Alan Day are not considered to be "independent" due to each holding an executive position within the Company. Mr. Doulis is CEO and President of the Company and Mr. Day is Vice President - Exploration and he formerly also served as CEO and President of the Company.

NI 52-110 provides that 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. All of the members of the Company's Audit Committee are financially literate as such term is defined, as all have the industry experience necessary to understand and analyze the financial statements of the Company, as well as an understanding of internal controls and procedures necessary for financial reporting.

The Audit Committee is responsible for review of interim and annual financial statements of the Company. For the purposes of performing their duties, the members of the Audit Committee have the right, at all times, to inspect all the books and financial records of the Company and any subsidiaries and to discuss with management and the auditor of the Company any accounts, records and matters relating to the financial statements of the Company. The Audit Committee members meet periodically with management and annually with the external auditors.

RELEVANT EDUCATION AND EXPERIENCE

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

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

(b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the

Company's financial statements or experience actively supervising individuals engaged in such activities; and

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

Christos Doulis – Mr. Doulis has over 25 years of experience in the metals and mining space having held senior positions in mining equity research, investment banking and in industry. He was an award-winning research analyst at Stonecap Securities and PI Financial from 2010 to 2016. Prior to that Mr. Doulis was a partner at Gryphon Partners as well as VP Investment Banking (Mining) at TD Securities. Most recently, Mr. Doulis has served as a consultant and in a contract CEO capacity for several exploration companies focused on Western Newfoundland and Nevada. He holds a Bachelor of Arts in economics from Queen's University and is a CFA charter holder.

Alan Day – Mr. Day has an extensive financial, operational and administrative background with over 30 years' experience of exploration and mining experience with a focus on precious metals, copper and nickel. He has held senior project management roles in exploration, mining as well as environmental remediation programs. Mr. Day's company, Mineral Exploration Services, Ltd. was formed in 1998 to serve the mining industry in property acquisitions and divestures, claim locating, complete exploration services, including geological consulting and project management. Mr. Day received a B.S. in Geology and a B.A. in Spanish from the University of Utah in 1990.

Mohammad Fazil – Mr. Fazil has been active in venture capital for over 35 years. He was employed by boutique investment dealers in Canada as a finance professional focusing on funding junior listed issuers on the TSX and TSX Venture exchange. During his career he has raised over $400 million for venture companies. He is the Chairman of the Calgary branch of the TSX Venture Exchange's Listing Advisory Committee and a member of the National Advisory Committee.

AUDIT COMMITTEE OVERSIGHT

At no time since the commencement of the Company's most recently completed financial years ended December 31, 2022, and December 31, 2021, was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company's most recently completed financial years ended December 31, 2022, and December 31, 2021, has the Company relied on the exemption in section 2.4 of NI 52-110 - *Audit Committees (De Minimis Non-audit Services)*, the exemption in section 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer)*, the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption, in whole or in part, granted under Part 8 of NI 52-110.

As the Company is a "Venture Issuer" pursuant to relevant securities legislation, the Company is relying on the exemption in section 6.1 of NI 52-110 - *Audit Committees*, from the requirement of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110.

PRE-APPROVAL POLICIES AND PROCEDURES FOR NON-AUDIT SERVICES

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. The Audit Committee reviews and must pre-approve the engagement of non-audit services as required.

EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)

The aggregate fees billed by the Company's external auditor in each of the last three financial years for audit fees are as follows:

Financial Year Ended December 31	Audit Fees [1] ($)	Audit-Related Fees [2] ($)	Tax Fees [3] ($)	All Other Fees [4] ($)
2022	20,244.00	Nil	1,545	Nil
2021	18,928.14	Nil	1,365	Nil

NOTES:

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

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

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

(4) "All Other Fees" include all other non-audit services, other then for services reported under (1), (2) and (3) above.

SECTION 7 - CORPORATE GOVERNANCE

GENERAL

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

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

Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of Shareholders and help to contribute to effective and efficient decision-making and believes the Company's system of corporate governance meets or exceeds the majority of the guidelines and requirements contained in NP 58-201.

BOARD OF DIRECTORS

The mandate of the Board of the Company, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly and through its committees. The Board facilitates its exercise of independent supervision over management by ensuring that the Board is composed of at least one director who is independent of management. The Board, at present, is composed of four directors, one of whom is not an officer of the Company. Of the four directors, Mohammad Fazal is considered to be "independent", as such term is defined in applicable securities legislation. Messrs. Doulis, Hobbs and Day are not considered to be

"independent" by reason that they each hold the office of an officer of the Company – Christos Doulis hold the offices of CEO and President of the Company, Christopher Hobbs holds the offices of CFO and Corporate Secretary of the Company, and Alan Day holds the office of Vice President - Exploration. In determining whether a director is independent, the Board chiefly considers whether the director has a relationship which could, or could be perceived, to interfere with the director's ability to objectively assess the performance of management.

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

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

DIRECTORSHIPS IN OTHER REPORTING ISSUERS

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

Name of Director	Other Reporting Issuer (or the equivalent)
Christos Doulis	European Energy Metals Corp.
Christopher Hobbs	Carson River Ventures Corp. Lithium Energi Exploration Inc. Walker River Resources Corp.
Alan Day	Nevada Canyon Gold Corp.
Mohammad Fazil	5D Acquisition Corp. Florence One Capital Inc. Pangea Natural Foods Inc. Blue Sky Global Energy Corp.

ORIENTATION AND CONTINUING EDUCATION

The Company has not developed an official orientation or training program for new directors as each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of the Company's business will be necessary and relevant to each new director. New directors have the opportunity to become familiar with the Company and its business by meeting with the other directors and with senior management of the Company. Orientation activities are tailored to the particular needs and experience of each director and the overall needs of the Board.

ETHICAL BUSINESS CONDUCT

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

Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person

would exercise in comparable circumstances, and disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the Shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

NOMINATION OF DIRECTORS

As the Board does not have a nominating committee, the Board, as a whole, considers its size each year when it considers the number of directors to recommend to the Shareholders for election at the annual meeting of Shareholders. The Board takes into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The Board is also responsible for recruiting new members to the Board and planning for the succession of Board members.

COMPENSATION OF DIRECTORS AND CHIEF EXECUTIVE OFFICER

The Board is responsible for determining all forms of compensation, including long-term incentive in the form of options, to be granted to the CEO of the Company and the directors, and for reviewing the CFO's recommendations respecting compensation of the other officers of the Company, to ensure such arrangements reflect the responsibilities and risks associated with each position. When determining the compensation of its officers, the Board considers: (i) recruiting and retaining executives critical to the success of the Company and the enhancement of Shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Company's Shareholders; (iv) rewarding performance, both on an individual basis and with respect to operations in general; and (v) permitted compensation under the rules of the Exchange.

COMMITTEES OF THE BOARD OF DIRECTORS

The Board has appointed an Audit Committee, the members of which are, Christos Doulis, Alan Day and Mohammad Fazil. A description of the function of the Audit Committee can be found in this Circular under *Section 6 - Audit Committee.* The Board does not have any other committees.

SECTION 8 - OTHER INFORMATION

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as at December 31, 2022, regarding the number of Shares to be issued pursuant to the stock option plan of the Company. The Company does not have any equity compensation plans that have not been approved by Shareholders.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders (1)	1,333,333	$0.15	1,134,146
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total:	1,333,333	$0.15	1,134,146

NOTE:

(1) Represents the stock option plan of the Company. As at December 31, 2022, the stock option plan reserved Shares equal to a maximum of 10% of the issued and outstanding Shares of the Company. As at December 31, 2022, the Company had 24,674,794 Shares issued and outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" as defined in applicable securities legislation, since the beginning of the financial years ended December 31, 2022, and December 31, 2021, none of:

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

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

(c) any associates of the foregoing persons;

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

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

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

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein or in the Company's financial statements, no informed person of the Company, or proposed director of the Company, or any associate or affiliate of any informed person or proposed director, had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial years ended December 31, 2022, and December 31, 2021, or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

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

MANAGEMENT CONTRACTS

Since the beginning of the Company's most recently completed financial years ended December 31, 2022, and December 31, 2021, the management functions of the Company are not to any substantial degree performed by any person other than the executive officers and directors of the Company. The Company has not entered into any contracts, agreements or arrangements with parties other than its directors and executive officers for the provision of such management functions.

ADDITIONAL INFORMATION

Financial information about the Company is included in the Company's comparative annual financial statements and Management's Discussion and Analyses for the financial years ended December 31, 2022, and December 31, 2021, which have been electronically filed with regulators and are available on SEDAR at www.sedar.com under the Company's profile. Copies may be obtained without charge upon request to the Company, c/o Keystone Corporate Services Inc., Suite 214, 257 12th Street East, North Vancouver, BC, V7L 2J8, or via email to SmoothRock@keystonecorp.ca.

REQUEST FOR FINANCIAL STATEMENTS

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

APPROVAL OF THE BOARD OF DIRECTORS

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

DATED at Vancouver, British Columbia, this 29th day of June, 2023.

BY ORDER OF THE BOARD

SMOOTH ROCK VENTURES CORP.

/s/ Christos Doulis
Christos Doulis
Chief Executive Officer, President and Director

SCHEDULE "A"

SMOOTH ROCK VENTURES CORP.

STOCK OPTION PLAN

AS AMENDED JUNE 29, 2023

PART 1

INTERPRETATION

1.01 Definitions. In this Plan the following words and phrases have the following meanings, namely:

(a) "**Administrator**" means the person(s) responsible for administering this Plan, determined in accordance with section 3.01;

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

(c) "**Associate**" means, where used to indicate a relationship with any person:

(i) a partner, other than a limited partner, of that person;

(ii) a trust or estate in which that person has a substantial beneficial interest or for which that person serves as trustee or in a similar capacity;

(iii) a company in respect of which that person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the company; or

(iv) in the case of a person who is an individual, that person's spouse or child, or any relative of that person or of his spouse, where the relative has the same residence as that person;

and for the purpose of this definition, "**spouse**" includes an individual who is living with another individual in a marriage-like relationship.

(d) "**Board**" means the Board of Directors of the Company or, if applicable, the Committee.

(e) "**Committee**" means a committee of the Board, if any, appointed in accordance with this Plan or, if no such committee is appointed, the Board itself.

(f) "**Company**" means Smooth Rock Ventures Corp.

(g) "**Consultant**" means, in relation to the Company, an individual (other than a Director, Officer or Employee of the Company) or Consultant Company that:

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

(ii) provides the services under a written contract between the Company or Affiliate and the individual or the Consultant Company; and

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or Affiliate.

(h) "**Consultant Company**" means an a consultant that is a company.

(i) "**Director**" means any director of the Company or of any of its subsidiaries as may be elected from time to time.

(j) "**Discounted Market Price**" has the meaning as defined in the policies of the Exchange.

(k) "**Disinterested Shareholder Approval**" means that the proposal must be approved by a majority of the votes cast at the shareholders' meeting other than votes attaching to securities beneficially owned by Insiders to whom shares may be issued pursuant to this Plan, and their Associates and, for purposes of this Plan, holders of non-voting and subordinate voting securities (if any) will be given full voting rights on a resolution which requires Disinterested Shareholder Approval.

(l) "**Distribution**" has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury.

(m) "**Employee**" means:

(i) an individual who is considered an employee of the Company or any of its subsidiaries under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for a Company or any of its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Company or any of its subsidiaries over the details and methods of work as an employee of the Company or any of its subsidiaries, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or any of its subsidiaries 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 Company or any of its subsidiaries over the details and methods of work as an employee of the Company or any of its subsidiaries, but for whom income tax deductions are not made at source.

(n) "**Exchange**" means the TSX Venture Exchange.

(o) "**Expiry Date**" means not later than 10 years from the date on which the Board grants a particular Option or such shorter period as may be prescribed by the Exchange.

(p) "**Insider**" means:

(i) a director or senior officer of the Company;

(ii) a director or senior officer of a person that is itself an insider or subsidiary of the Company; or

(iii) a person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company; or

(iv) the Company itself if it holds any of its own securities.

(q) "**Investor Relations Activities**" means any activities, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, subject to the exclusions noted in the policies of the Exchange.

(r) "**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.

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

(t) "**Market Price**" means, subject to the exceptions prescribed by the Exchange from time to time, the last closing price of the Company's shares before the issuance of the required news release disclosing the grant of Options (but, if the policies of the Exchange provide an exception to such news release, then the last closing price of the Company's shares before the grant of Options).

(u) "**Material Information**" has the meaning ascribed to it in the policies of the Exchange.

(v) "**NI 45-106**" means National Instrument 45-106 *Prospectus Exemptions.*

(w) "**Officer**" means any senior officer of the Company or of any of its subsidiaries as defined in the *Securities Act* (British Columbia) and any executive officer of the Company as defined in NI 45-106.

(x) "**Option**" means the right to purchase Shares granted under this Plan.

(y) "**Optioned Shares**" means the Shares to be purchased upon the exercise of any Option.

(z) "**Optionee**" means the recipient of an Option under this Plan.

(aa) "**Person**" means an individual or a corporation, incorporated association or organization, body corporate, partnership, trust, fund, association and any other entity (other than an individual).

(bb) "**Plan**" means this stock option plan as amended from time to time.

(cc) "**Securities Act**" means the *Securities Act*, R.S.B.C. 1996, c. 418, or any successor legislation.

(dd) **"Share Compensation Arrangement**" means any Option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism, involving the issuance or potential issuance of Shares of the Company from treasury, including a Share

purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise.

(ee) "**Shares**" means common shares without par value in the capital of the Company.

1.02 **Gender.** Throughout this Plan, words importing the masculine gender are interpreted as including the female gender.

PART 2

PURPOSE OF PLAN

2.01 **Purpose.** The purpose of this Plan is to attract and retain Employees, Officers, Directors, Consultants and Management Company Employees and to motivate them to advance the interests of the Company by affording them the opportunity to acquire an equity interest in the Company through Options granted under this Plan to purchase Shares. The Plan is expected to benefit the Company's shareholders by enabling the Company to attract and retain personnel of the highest caliber by offering to them an opportunity to share in any increase in the value of the Shares to which they have contributed.

PART 3

GRANTING OF OPTIONS

3.01 **Administration**. This Plan will be administered by the Board or, if the Board so elects, by a Committee (consisting of not less than two of its members) appointed by the Board. Any Committee will administer the Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee will continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and either appoint new members in their place or decrease the size of the Committee, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan. A majority of the members of the Committee will constitute a quorum, and, subject to the limitations in this Part 3, all actions of the Committee will require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee may vote on any matters affecting the administration of the Plan or the grant of Options pursuant to the Plan, except that no such member will act upon the granting of an Option to himself (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to granting Options to him).

3.02 **Committee's Recommendations.** The Board may accept all or any part of the recommendations of the Committee or may refer all or any part thereof back to the Committee for further consideration and recommendation. Such recommendations may include, but not be limited to, the following:

(a) resolution of questions arising in respect of the administration, interpretation and application of the Plan;

(b) reconciliation of any inconsistency or defect in the Plan in such manner and to such extent as will reasonably be deemed necessary or advisable to carry out the purpose of the Plan;

(c) determination of the Employees, Officers and Directors (or their wholly-owned corporations) to whom, and when, Options should be granted, as well as the number of Shares subject to each Option;

(d) determination of the terms and conditions of the Option agreement to be entered into with any Optionee, consistent with this Plan; and

(e) determination of the duration and purpose of leaves of absence from employment which may be granted to Optionees without constituting a termination of employment for purposes of the Plan.

3.03 **Grant by Resolution.** The Board, on its own initiative or upon the recommendation of a Committee (if so appointed), will by resolution designate those Employees, Officers, Directors and Consultants to whom Options should be granted.

3.04 **Terms of Options.** The resolution of the Board, or the Committee if applicable, will specify the number of Shares that should be placed under option to each Optionee, the price per Share to be paid upon exercise of the Options, and the period (maximum of 10 years, subject to extension where the expiry date falls within a blackout period, from the date of grant) during which such Options may be exercised.

3.05 **Written Agreements.** Every Option granted under this Plan must be evidenced by a written option agreement between the Company and the Optionee and, where not expressly set out in the agreement, the provisions of such agreement will conform to and be governed by this Plan. In the event of any inconsistency between the terms of the agreement and this Plan, the terms of this Plan will govern.

3.06 **Regulatory Approvals.** The Board will obtain all necessary regulatory approvals, which may be required under applicable securities laws or the rules or policies of the Exchange. The Board will also take reasonable steps to ensure that no Options granted under the Plan, or the exercise thereof, violate the securities laws of the jurisdiction in which any Optionee resides.

3.07 **Options granted under the Plan.** For all Options granted to Directors, Officers, Employees, Consultants or Management Company Employees of the Company, each of the Company and the Optionee represents that the Optionee is a bona fide Director, Officer, Employee, Consultant or Management Company Employee, as the case may be.

PART 4

CONDITIONS GOVERNING THE GRANTING AND EXERCISING OF OPTIONS

4.01 **Exercise Price.** The exercise price of an Option granted under this Plan must not be less than the Discounted Market Price, provided that:

(a) if Options are granted within 90 days of a distribution by a prospectus, the minimum exercise price of those Options will be the greater of the Discounted Market Price and the per Share price paid by the public investors for Shares acquired under the distribution; and

(b) the 90-day period begins on the date a final receipt is issued for the prospectus or in the case of a prospectus that qualifies special warrants, on the closing date of the special warrant private placement.

4.02 **Expiry Date.** Each Option shall, unless sooner terminated, expire on a date to be determined by the Board which will not be later than the Expiry Date. However, if the Expiry Date falls within a period (a "**blackout period**") during which the Company prohibits holders from exercising their Options, the Expiry Date may be extended to a maximum of 10 business days after the expiry of the blackout period. The blackout period must be formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Company formally imposing a blackout period, the Expiry Date of any options will not be automatically extended in any circumstances.

The automatic extension is available to all eligible Optionees under the Plan under the same terms and conditions. However, the automatic extension of an Option will not be permitted where the Optionee is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

4.03 **Different Exercise Periods, Expiry Period on Termination, Prices and Number.** The Board may, in its absolute discretion, upon granting Options under this Plan, specify different time periods during which an Option is exercisable, subject to section 4.02 of the Plan, different time periods within which an Option will terminate following an Optionee ceasing to be a Director, Officer, Employee, or Consultant of the Company, and subject to the provisions of this Plan, designate different exercise prices and vesting provisions with respect to an Option.

4.04 **Limits with Respect to Insiders and Individuals.** The maximum aggregate number of Shares of the Company that are issuable pursuant to all Share Compensation Arrangements, including the Plan, granted or issued:

(a) to Insiders (as a group) shall not exceed 10% of the Shares issued and outstanding at any point in time unless the Company has obtained any requisite Disinterested Shareholder Approval pursuant to the policies of the Exchange;

(b) in any 12-month period to Insiders (as a group) shall not exceed 10% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant or issuance to any Insider, unless the Company has obtained any requisite Disinterested Shareholder Approval pursuant to the policies of the Exchange; and

(c) in any 12-month period to any one Person shall not exceed 5% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant or issuance, unless the Company has obtained any requisite Disinterested Shareholder Approval pursuant to the policies of the Exchange.

4.05 **Limits with Respect to Consultants and Investor Relations Service Providers.** The maximum aggregate number of Shares of the Company that are issuable pursuant to all Share Compensation Arrangements, including the Plan, granted or issued in any 12-month period to:

(a) any once Consultant shall not exceed 2% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant or issuance; and

(b) to all Investor Relations Service Providers in aggregate shall not exceed 2% of the Shares issued and outstanding (on a non-diluted basis) at the time of the grant to an Investor Relations Service Provider.

4.06 **Death of Optionee.** If an Optionee dies prior to the expiry of his Option, his heirs, administrators or legal representatives may, by the earlier of:

(a) one year from the date of the Optionee's death (or such lesser period as may be specified by the Board at the time of granting the Option); and

(b) the expiry date of the Option;

exercise any portion of such Option.

4.07 **Expiry on Termination or Cessation.** If an Optionee ceases to be a Director, Officer, Employee or Consultant for any reason other than death, then despite any other provision contained in this Plan, such Optionee's Option will terminate within a reasonable period to be determined by the Administrator (the "**Exercise Period**") commencing on the effective date the Optionee ceases to be employed by or provide services to the Company (but only to the extent that such Option has vested on or before the date the Optionee ceased to be so employed or provide services to the Company) as provided for in the written option agreement between the Company and the Optionee, and all rights to purchase Shares under such Option will expire as of the last day of such Exercise Period, provided however that the maximum Exercise Period shall be six (6) months, unless the Optionee has entered into a valid employment or consulting agreement that provides for a longer Exercise Period, but in no case shall the Exercise Period be greater than one (1) year unless prior Exchange approval has been given.

4.08 **Leave of Absence.** Employment will be deemed to continue intact during any sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Optionee's right to reemployment is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Optionee's reemployment is not so guaranteed, then his employment will be deemed to have terminated on the 91st day of such leave.

4.09 **Assignment.** No Option granted under this Plan is transferable or assignable otherwise than by will or pursuant to the laws of succession except that, if permitted by the rules and policies of the Exchange, an Optionee will have the right to assign any Option granted to him under this Plan to a trust or similar legal entity established by such Optionee.

4.10 **Notice.** An Option must be exercised only in accordance with the terms and conditions of the written option agreement under which it is granted and will be exercisable only by notice in writing to the Company at its principal place of business.

4.11 **Payment.** Subject to any vesting requirements described in each individual Option agreement, Options may be exercised in whole or in part at any time prior to their lapse or termination. Optioned Shares must be paid for in full at the time of purchase (i.e. concurrently with the giving of the requisite notice) by either cash or certified cheque in favour of the Company.

4.12 **Share Certificate.** As soon as practicable after due exercise of an Option, the Company will issue a share certificate or Direct Registration System (DRS) advice evidencing the Optioned Shares. Until the issuance of such share certificate or DRS, no right to vote or receive dividends or any other rights as a shareholder will exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is before the date the share certificate is issued, except as provided in section 6.01 hereof.

4.13 **Vesting.** Subject to the discretion of the Board to apply vesting to the grant of any Option, the Options granted to an Optionee under this Plan will fully vest on the date of grant of such Options. Notwithstanding the above, in accordance with the policies of the Exchange, and subject to the Exchange's approval to the contrary, Options granted to Investor Relations Service Providers must vest in stages over a period of not less than 12 months such that:

(a) no more than ¼ of the Options vest no sooner than three months after the Options were granted;

(b) no more than ¼ of the Options vest no sooner than six months after the Options were granted;

(c) no more than ¼ of the Options vest no sooner than nine months after the Options were granted; and

(d) no more than ¼ of the Options vest no sooner than 12 months after the Options were granted.

4.14 **Hold Period.** In addition to any resale restrictions under the Securities Act or other applicable legislation, all Options granted under this Plan where the exercise price is based on the Discounted Market Price and all Shares issued on the exercise of such Options (before the expiry of the hold period) will be subject to a four-month Exchange hold period from the date the Options are granted, and the Option agreements and the certificates representing such Shares will bear the following legend:

> "Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date]."

The four-month Exchange hold period may also apply in certain circumstances, including but not limited to, circumstances where the Options are granted at greater than the Discounted Market Price and such Options will be subject to a four-month Exchange hold period from the date the Options are granted, and the Option agreements and the certificates representing such Shares will bear the same legend as set out above.

PART 5

RESERVE OF SHARES FOR OPTIONS

5.01 **Maximum Number of Shares Reserved Under Plan.** The maximum aggregate number of Shares that may be issuable pursuant to the Plan, and all other Share Compensation Arrangements, at any point in time is 10% of the issued and outstanding Shares at the time Shares are reserved for issuance as a result of the grant of an Option, unless this Plan is amended in accordance with the requirements of the policies of the Exchange, and, if applicable, the policies of the NEX.

5.02 **Sufficient Authorized Shares to be Reserved.** Whenever the Notice of Articles of the Company limit the number of authorized Shares, a sufficient number of Shares will be reserved by the Board to satisfy the exercise of Options granted under this Plan or otherwise. Shares that were the subject of Options that have lapsed or terminated will thereupon no longer be in reserve and may once again be subject to an Option granted under this Plan.

5.03 **Disinterested Shareholder Approval.** Unless Disinterested Shareholder Approval is obtained, under no circumstances will this Plan, together with all of the Company's other Share Compensation Arrangements, result at any point in time:

(a) the aggregate number of Shares reserved for issuance to Insiders (as a group) exceeding 10% of the outstanding Shares;

(b) the aggregate number of Shares reserved for issuance in any 12-month period to Insiders (as a group) exceeding 10% of the outstanding Shares, calculated as at the date any security -based compensation is granted or issued to any Insider;

(c) the aggregate number of Shares reserved for issuance or issued in any 12-month period to any one Person exceeding 5% of the outstanding Shares, calculated as at the date any security-based compensation is granted or issued to the Person;

(d) any reduction in the exercise price of an Option granted to any person who is an Insider at the time of the proposed amendment; or

(e) any extension of the term of an Option, if the Optionee is an Insider at the time of the proposed amendment.

PART 6

ADJUSTMENTS

6.01 **Adjustments in Shares Subject to Plan.** The number of Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) in the event of a subdivision of Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefor;

(b) in the event of a consolidation of the Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Shares as result from the consolidation;

(c) subject to the approval of the Exchange, in the event of any change of the Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Shares so purchased had the right to purchase been exercised before such change;

(d) subject to the approval of the Exchange, in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Shares at any time outstanding (whether with

or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this section 6.01;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section 6.01 are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Share that would, except for the provisions of this section 6.01, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and

(g) if any questions arise at any time with respect to the Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this section 6.01 such questions will be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Professional Accountants, in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records. Such determination will be binding upon the Company and all Optionees.

PART 7

EXCHANGE'S RULES AND POLICIES APPLY

7.01 **Exchange's Rules and Policies Apply.** This Plan and the granting and exercise of any Options under this Plan are also subject to such other terms and conditions as are set out from time to time in the rules and policies on incentive Options of the Exchange and any securities commission having jurisdiction and such rules and policies will be deemed to be incorporated into and become a part of this Plan. In the event of an inconsistency between the provisions of such rules and policies and of this Plan, the provisions of the rules and policies of the Exchange and securities commissions will govern.

PART 8

AMENDMENT OF PLAN

8.01 **Board May Amend.** Subject to Part 5 the Board may, by resolution, amend or terminate this Plan, but no such amendment or termination will, except with the written consent of the Optionees concerned, affect the terms and conditions of Options previously granted under this Plan which have not then been exercised or terminated.

8.02 **Exchange Approval.** Any amendment to this Plan or Options granted pursuant to this Plan will not become effective until accepted for filing by the Exchange.

PART 9

WITHHOLDING TAX

9.01 Upon exercise of an Option, the Optionee will, upon notification of the amount due and prior to or concurrently with the delivery of the certificates representing the Shares, pay to the Company amounts necessary to satisfy applicable withholding tax requirements or will otherwise make arrangements satisfactory to the Company for such requirements. In order to implement this provision, the Company or any related corporation will have the right to retain and withhold from any payment of cash or Shares under this Plan the amount of taxes required to be withheld or

otherwise deducted and paid in respect of such payment. At its discretion, the Company may require an Optionee receiving Shares to reimburse the Company for any such taxes required to be withheld by the Company and withhold any distribution to the Optionee in whole or in part until the Company is so reimbursed. In lieu thereof, the Company will have the right to withhold from any cash amount due or to become due from the Company to the Optionee an amount equal to such taxes. The Company may also retain and withhold or the Optionee may elect, subject to approval by the Company at its sole discretion, to have the Company retain and withhold a number of Shares having a market value not less than the amount of such taxes required to be withheld by the Company to reimburse the Company for any such taxes and cancel (in whole or in part) any such Shares so withheld.

PART 10

MISCELLANEOUS PROVISIONS

10.01 **Other Plans Not Affected.** This Plan will not in any way affect the policies or decisions of the Board in relation to the remuneration of Directors, Officers, Employees, Consultants and Management Company Employees.

10.02 **Effective Date of Plan.** This Plan will become effective upon the later of the date of acceptance for filing of this Plan by the Exchange and the approval of this Plan by the shareholders of the Company (i.e. by the holders of a majority of the Company's securities present or represented, and entitled to vote at a meeting of shareholders duly held) including, if applicable, Disinterested Shareholder Approval. However, Options may be granted under this Plan prior to the receipt of approval of the Exchange or the shareholders, provided that any Option granted before Exchange or shareholder approval is obtained, may not be exercised until the required approvals are obtained.

10.03 **Use of Proceeds.** Proceeds from the sale of Shares pursuant to the Options granted and exercised under the Plan will constitute general funds of the Company and may be used for general corporate purposes.

10.04 **Headings.** The headings used in this Plan are for convenience of reference only and will not in any way affect or be used in interpreting any of the provisions of this Plan.

10.05 **No Obligation to Exercise.** Optionees are under no obligation to exercise Options granted under this Plan.

10.06 **Termination of Plan.** This Plan will only terminate pursuant to a resolution of the Board or the Company's shareholders.

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SCHEDULE "B"

Charter of the Audit Committee of the Board of Directors
of
Smooth Rock Ventures Corp.
(the "Company")

Article 1 – Mandate and Responsibilities

The Audit Committee is appointed by the board of directors of the Company (the "**Board**") to oversee the accounting and financial reporting process of the Company and audits of the financial statements of the Company. The Audit Committee's primary duties and responsibilities are to:

(a) recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company;

(b) recommend to the Board the compensation of the external auditor;

(c) oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting;

(d) pre-approve all non-audit services to be provided to the Company or its subsidiaries by the Company's external auditor;

(e) review the Company's financial statements, MD&A and annual and interim earnings press releases before the Company publicly discloses this information;

(f) be satisfied that adequate procedures are in place for the review of all other public disclosure of financial information extracted or derived from the Company's financial statements, and to periodically assess the adequacy of those procedures;

(g) 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; and

(h) 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.

The Board and management will ensure that the Audit Committee has adequate funding to fulfill its duties and responsibilities.