



NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON

OCTOBER 28, 2021

AND

MANAGEMENT INFORMATION CIRCULAR

DATED SEPTEMBER 24, 2021

CERRADO GOLD INC.

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON OCTOBER 28, 2020

The annual and special meeting (the “**Meeting**”) of the shareholders of Cerrado Gold Inc. (the “**Corporation**”) will be held at the Corporation’s registered offices located at 501-110 Yonge Street, Toronto, Ontario M5C 1T4 at 11:00 a.m. (Eastern time) on October 28, 2021 to:

1. to receive the audited financial statements of the Corporation for the financial year of the Corporation ended December 31, 2020, together with the report of the auditors thereon;
2. to elect the directors of the Corporation for the ensuing year;
3. to appoint the auditors of the Corporation for the ensuing year and authorize the directors to fix their remuneration;
4. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution of disinterested shareholders, approving an Amended and Restated Omnibus Incentive Plan, a copy of which is attached as Schedule “B” to the Circular; and
5. to transact such other business as may properly be brought before the Meeting or any adjournment or adjournments thereof.

The specific details of the matters proposed to be put before the Meeting are set forth in the management information circular of the Corporation accompanying this notice (the “**Circular**”).

If you are a registered shareholder of the Corporation and are unable to attend the Meeting in person, please date and execute the accompanying form of proxy and return it in the envelope provided to the Proxy Department of TSX Trust Company, 100 Adelaide Street, Suite 301, Toronto, Ontario, M5H 1S3, Attention: Proxy Department (facsimile (416) 595-9593) by no later than 11:00 am (ET) on October 26, 2021 or, in the case of an adjournment or postponement, no later than 48 hours (excluding Saturdays, Sundays and statutory holidays) before any reconvened meeting.

If you are not a registered shareholder of the Corporation and receive these materials through your broker or through another intermediary, please complete and return the form of proxy in accordance with the instructions provided to you by your broker or by the other intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting.

The Board of Directors of the Corporation has fixed September 21, 2021 as the record date for determining the shareholders who are entitled to vote at the Meeting. Only holders of common shares of the Corporation at the close of business on September 21, 2021 will be entitled to receive notice of and to vote at the Meeting.

SPECIAL MEASURES IN RESPONSE TO THE CURRENT COVID-19 (CORONAVIRUS) OUTBREAK

DUE TO COVID-19-RELATED CONCERNS ALL SHAREHOLDERS WHO ARE ELIGIBLE TO VOTE AT THE MEETING ARE STRONGLY ENCOURAGED TO VOTE BY PROXY PRIOR TO THE PROXY DEADLINE IN THE MANNER SET OUT ABOVE. THE MANAGEMENT OF THE COMPANY IS DISCOURAGING IN-PERSON ATTENDANCE OF THE MEETING DURING THE PERIOD OF RESTRICTIONS ON PUBLIC GATHERINGS INSTITUTED OR RECOMMENDED BY HEALTH OFFICIALS IN CONNECTION WITH THE

PROLIFERATION OF COVID-19.

As of the date of this Notice and accompanying Circular, management strongly encourages all shareholders who are eligible to vote at the meeting to vote by proxy and is discouraging in-person attendance at the Meeting. The Corporation is continuously monitoring the rapidly evolving news and guidelines related to the COVID-19 outbreak and is following the guidance of the Public Health Agency of Canada (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>) and applicable additional provincial and local instructions in determining to strongly discourage attendance at the Meeting. Under no circumstances should Shareholders attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if they or someone with whom they have been in close contact has travelled to/from outside of Canada within the 14 days prior to the Meeting. All shareholders are strongly encouraged to vote prior to the Meeting by any of the means described in the management information circular.

THE CORPORATION RESERVES THE RIGHT TO TAKE ANY ADDITIONAL PRECAUTIONARY MEASURES IT DEEMS APPROPRIATE IN RELATION TO THE MEETING IN RESPONSE TO FURTHER DEVELOPMENTS IN RESPECT OF THE COVID-19 OUTBREAK INCLUDING, IF CONSIDERED NECESSARY OR ADVISABLE, PROVIDING A VIRTUAL WEBCAST VERSION OF THE MEETING AND/OR HOSTING THE MEETING SOLELY BY MEANS OF REMOTE COMMUNICATION, PLACING RESTRICTIONS ON IN-PERSON ATTENDANCE, OR POSTPONING OR ADJOURNING THE MEETING.

Changes to the Meeting date and/or means of holding the Meeting may be announced by way of press release. Please monitor the Corporation press releases as well as the Corporation website at www.cerradogold.com for updated information.

DATED at Toronto, Ontario this 24th day of September, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Carl Calandra"

CARL CALANDRA

Vice President, General Counsel & Corporate Secretary

CERRADO GOLD INC.
(the “Corporation”)

**INFORMATION CIRCULAR FOR THE ANNUAL AND SPECIAL MEETING
TO BE HELD ON OCTOBER 28, 2021**

PROXIES

Solicitation of Proxies

This management information circular (the “**Circular**”) is furnished in connection with the solicitation of proxies for use at the annual and special meeting (the “**Meeting**”) of our shareholders to be held on October 28, 2021, at the registered offices of the Corporation located at 501-110 Yonge Street, Toronto, Ontario M5C 1T4 at 11:00 a.m., and at any adjournment thereof. The form of proxy must be addressed to and reach our Transfer Agent, c/o TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Attention: Proxy Department, not less than 48 hours before the time for holding the Meeting or any adjournment thereof. Only shareholders of record at the close of business on September 21, 2021 will be entitled to vote at the Meeting, unless that shareholder has transferred any shares subsequent to that date and the transferee shareholder, not later than 10 days before the Meeting, establishes ownership of the shares and demands that the transferee’s name be included on the list of shareholders.

Unless otherwise specified, all information in this Circular is given as of September 21, 2021.

The instrument appointing a proxy must be in writing and must be executed by you or your attorney authorized in writing or, if you are a corporation, under your corporate seal or by a duly authorized officer or attorney of the corporation.

The persons named in the enclosed form of proxy are officers and/or directors of the Corporation. As a shareholder you have the right to appoint a person, who need not be a shareholder, to represent you at the Meeting. To exercise this right you should insert the name of the desired representative in the blank space provided on the applicable form of proxy and strike out the other names or submit another appropriate proxy.

Advice to Beneficial Holders of Common Shares

Shareholders who do not hold their shares in their own name (“**Beneficial Shareholders**”) are advised that only shareholders whose names appear on the records of the Corporation as the registered holders of shares or duly appointed proxyholders can be recognized and permitted to vote at the Meeting. Most shareholders of the Corporation are “non-registered” shareholders because the shares they own are not registered in their names but instead are registered in the name of a nominee, such as a brokerage firm through which they purchased the shares, a bank, trust company, trustee or administrator of self-administered RRSP’s, RRIF’s, RESP’s and similar plans, or a clearing agency such as The Canadian Depository for Securities Limited (a “**Nominee**”). If you purchased your shares through a broker, you are likely a non-registered holder. In accordance with securities regulatory policy, the Corporation has distributed copies of the Meeting materials, being the notice of meeting, this Circular and the form of proxy, to all Nominees for distribution to non-registered holders.

National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators requires Nominees 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. The 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. The form of proxy supplied to a non-registered holder by its broker (or the agent of the broker) is substantially similar to the form of proxy provided directly to registered shareholders by the Corporation. However, its purpose is limited to instructing the registered shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the non-registered holder.

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 form as your vote will be taken at the Meeting.

In addition, Canadian securities legislation now permits the Corporation to forward Meeting materials directly to “**non-objecting beneficial owners**”. If the Corporation or its agent has sent these materials directly to you (instead of through a Nominee), your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Nominee holding such securities on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Nominee holding such securities on your behalf) has assumed responsibility for: (i) delivering these materials to you; and (ii) executing your proper voting instructions.

Revocability of Proxy

You may revoke your proxy at any time prior to a vote. If you or the person you give your proxy to attend personally at the Meeting you or 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 an instrument in writing executed by you or your attorney authorized in writing or, if you are a corporation, under your corporate seal or by a duly authorized officer or attorney of the corporation. To be effective the instrument in writing must be deposited either at our head office at any time up to and including the last business day before the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or with the chairman of the Meeting on the day of the Meeting, or any adjournment thereof.

Persons Making the Solicitation

This solicitation is made on behalf of the Corporation’s management. The Corporation will bear the costs incurred in the preparation and mailing of the form of proxy, notice of annual and special meeting and this Circular. In addition to mailing form of proxy, proxies may be solicited by personal interviews, or by other means of communication, by our directors, officers and employees who will not be remunerated therefor.

Exercise of Discretion by Proxy

The common shares represented by proxy in favour of management nominees will be voted on by poll at the Meeting. Where you specify a choice with respect to any matter to be acted upon the shares will be voted on by poll in accordance with the specification so made. If you do not provide instructions your shares will be voted in favour of the matters to be acted upon as set out herein. The persons appointed under the form of proxy which we have furnished are conferred with discretionary authority with respect to amendments or variations of those matters specified in the form of proxy and notice of annual and special meeting and with respect to any other matters which may properly be brought before the Meeting or any adjournment thereof. At the time of printing this Circular, we know of no such amendment, variation or other matter.

SPECIAL MEASURES IN RESPONSE TO THE CURRENT COVID-19 (CORONAVIRUS) OUTBREAK

DUE TO COVID-19-RELATED CONCERNS ALL SHAREHOLDERS WHO ARE ELIGIBLE TO

VOTE AT THE MEETING ARE STRONGLY ENCOURAGED TO VOTE BY PROXY PRIOR TO THE PROXY DEADLINE IN THE MANNER SET OUT ABOVE. THE MANAGEMENT OF THE COMPANY IS DISCOURAGING IN-PERSON ATTENDANCE OF THE MEETING DURING THE PERIOD OF RESTRICTIONS ON PUBLIC GATHERINGS INSTITUTED OR RECOMMENDED BY HEALTH OFFICIALS IN CONNECTION WITH THE PROLIFERATION OF COVID-19.

As of the date of this Notice and accompanying Circular, management strongly encourages all shareholders who are eligible to vote at the meeting to vote by proxy and is discouraging in-person attendance at the Meeting. The Corporation is continuously monitoring the rapidly evolving news and guidelines related to the COVID-19 outbreak and is following the guidance of the Public Health Agency of Canada (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>) and applicable additional provincial and local instructions in determining to strongly discourage attendance at the Meeting. Under no circumstances should Shareholders attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if they or someone with whom they have been in close contact has travelled to/from outside of Canada within the 14 days prior to the Meeting. All shareholders are strongly encouraged to vote prior to the Meeting by any of the means described in the management information circular.

The corporation reserves the right to take any additional precautionary measures it deems appropriate in relation to the meeting in response to further developments in respect of the COVID-19 outbreak including, if considered necessary or advisable, providing a virtual webcast version of the meeting and/or hosting the meeting solely by means of remote communication, placing restrictions on in-person attendance, or postponing or adjourning the meeting.

Changes to the Meeting date and/or means of holding the Meeting may be announced by way of press release. Please monitor the Corporation press releases as well as the Corporation website at www.cerradogold.com for updated information. If applicable and as appropriate, the Corporation will provide required information on the logistical details of a virtual or hybrid Meeting including how a shareholder can remotely access, participate in and vote at a Meeting. An amended management information circular will not be mailed out in the event of changes to the Meeting format.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of common shares and an unlimited number of preferred shares, issuable in series. As of the date hereof, the Corporation has 76,327,339 common shares and no preferred shares issued and outstanding.

The record date for the Meeting is September 21, 2021 (the “**Record Date**”). Each holder of common shares of record on the Record Date will be entitled to one vote for each common share held at the Meeting.

To the knowledge of the directors and officers of the Corporation, as at September 21, 2021, no person or company beneficially owned, directly or indirectly, or exercised control or direction, over more than 10% of the Corporation’s outstanding common shares other than Monte Sinai Mineracao LTDA which holds 13,000,000 common shares representing approximately 17% of the Corporation’s outstanding common shares. As at September 21, 2021, our directors and executive officers, beneficially owned, directly or indirectly, or exercised control or direction over an aggregate of 13,824,387 common shares (approximately 18.11% of the issued and outstanding common shares).

Description of Common Shares

Each common share entitles its holder to receive notice of and to attend all meetings of our shareholders and to one vote at such meetings. The holders of common shares are, at the discretion of the board of directors of the Corporation (the “**Board of Directors**”) and subject to applicable legal restrictions,

entitled to receive any dividends declared by the Board of Directors on common shares. The holders of common shares will be entitled to share equally in any distribution of the Corporation's assets upon the liquidation, dissolution, bankruptcy or winding-up of the Corporation or other distribution of its assets among the shareholders for the purpose of winding-up the Corporation's affairs. Such participation is subject to the rights, privileges, restrictions and conditions attaching to any other shares having priority over common shares. The Corporation's common shares are listed for trading on the TSX Venture Exchange ("TSXV") under the symbol "CERT".

MATTERS TO BE ACTED UPON AT THE MEETING

1. Financial Statements

The consolidated financial statements of the Corporation for the year ended December 31, 2020 and the auditors' report thereon will be placed before the Shareholders at the Meeting. The presentation of such audited consolidated financial statements to the Shareholders at the Meeting will not constitute a request for approval or disapproval. Copies of the Corporation's annual and interim consolidated financial statements are also available on SEDAR at www.sedar.com.

2. Election of Directors

Management is soliciting proxies, in the accompanying applicable form of proxy, for an ordinary resolution in favour of the election as directors of the nine (9) nominees set forth below.

**Mark Brennan
Stephen Shefsky
Jonathan Gilligan
David Ball
Jad Salomão**

**Robert Campbell
Kurt Menchen
Oscar Neto
Elmer Prata Salomão**

Shareholders can vote for all of the proposed directors set forth herein, vote for some of them and withhold for others, or withhold for all of them. **Unless otherwise specified, the persons named in the accompanying proxy intend to vote for the election of all nine (9) nominees.** Management of the Corporation does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the enclosed form of proxy to vote the proxy for the election of any other person or persons in place of any nominee(s) unable to serve. Each director elected will hold office until the close of the next annual meeting of shareholders of the Corporation following his election unless his office is earlier vacated in accordance with the by-laws of the Corporation.

The names and municipalities of residence of the persons nominated for election as directors, the approximate number of common shares and non-voting shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by each of them, the dates on which they became directors, and their principal occupations during the preceding five years, were as follows:

Name and Residence ⁽¹⁾	Principal Occupation during the Five Preceding Years	Director Since	Number of common shares beneficially owned directly or indirectly or over which control or direction is exercised
Mark Brennan <i>Toronto, Ontario</i>	Co-Chairman, Chief Executive Officer and Director of the Corporation; Executive Chairman of Ascendant Resources Inc. (TSXV:ASND); Former Director of James Bay Resources Limited (CSE:JBR); Former President and Chief Executive Officer of Sierra Metals Inc. (TSXV:SMT) and Largo Resources Ltd. (TSX:LGO)	February 19, 2021	4,893,005
Stephen Shefsky <i>Toronto, Ontario</i>	President and Chief Executive Officer of James Bay Resources Limited (CSE:JBR); Director of Ascendant Resources Inc. (TSXV:ASND)	February 19, 2021	4,052,488
David Ball <i>Toronto, Ontario</i>	Chief Financial Officer and Director Corporate Development, Santiago Metals Limitada (2015-Present)	February 19, 2021	50,000
Robert Campbell <i>Burlington, Ontario</i>	Vice President, Exploration of Largo Resources Ltd.	February 19, 2021	1,050,000
Jonathan Gilligan <i>Toronto, Ontario</i>	Vice President, Automated Mine Design at Torex Gold (2019-Present); Consultant, J M Gilligan Consulting (2019); VP Technical & Project Development, SSR Mining Inc. (2016-2018)	February 19, 2021	50,000
Kurt Menchen <i>Candelaria, Brazil</i>	President and Country Manager, Brazil of the Corporation	February 19, 2021	1,613,333
Oscar Neto <i>Palmas, Brazil</i>	Director of Monte Sinai Mineração Ltda (2010-Present); Board Member of Cerrado Gold Inc. (2017-Present); Member of Independent Geologists Team at Brasilia University (UNB)	February 19, 2021	100,000
Elmer Prata Salomao <i>Brasilia, DF Brazil</i>	Founder and managing director of GEOS-Mining Services Ltda., and managing director of EPS Consulting Ltda., a solely owned mining consulting company	February 19, 2021	300,000
Jad Salomão <i>Porto Nacional, Brazil</i>	Director of Monte Sinai Mineração Ltda (2010-Present); Board Member of Cerrado Gold Inc. (2017-Present)	February 19, 2021	100,000

Notes:

- (1) All the Corporation's directors have been appointed to hold office until the next annual meeting of shareholders or until their successor is duly elected or appointed, unless their office is earlier vacated.
- (2) Messrs. Brennan and Shefsky were directors of BBI Acquisition Corp. since July 12, 2018 and March 3, 2018, respectively, prior to its amalgamation with the Corporation in connection with the RTO Transaction (see the section entitled "Directors' and Officers' Compensation – Director and Named Executive Officer Compensation" for information pertaining to the RTO Transaction).

Mark Brennan

Mr. Brennan is a founding partner and Executive Chairman of Ascendant Resources Inc. and Executive Chairman of Vanadium One Iron Corp., with over 30 years of financing and operating experience in the Americas and Europe. Mr. Brennan most recently served as President and CEO of Sierra Metals Inc., where he overhauled the corporate foundation and led a campaign to restructure the Yaricocha mine, a significant zinc-lead-silver-copper mine in Peru; he also oversaw the growth of the resource base and production at its Cusi and Bolivar mines in Mexico. Prior to that, Mr. Brennan served as President and CEO at Largo Resources Ltd., where he facilitated the acquisition of its flagship Maracas Vanadium Project in 2006 and advanced the project through a maiden resource, definitive feasibility, and completion of a \$300 million financing, construction and first production. Prior to Largo Resources Ltd., Mr. Brennan was a founder or founding member of several resource companies, including Desert Sun Mining, Brasoil Corporation, Morumbi Oil and Gas, and Admiral Bay Resources. Mr. Brennan began his professional career as an investment banker in London, England

Stephen Shefsky

Mr. Shefsky has been the President and Chief Executive Officer of Cancap Investments Limited, since 1985. He is currently the President & CEO of James Bay Resources Limited and Crestar Integrated Natural Resources Limited. Mr. Shefsky is a founder and executive chairman of tlr Corporation, Mr. Shefsky was the co-founder of Brasoil do Brasil Exploracao Petrolifera S.A., from 2006-2017. From 1996 to August 2007, Mr. Shefsky held the positions of the President and Chief Executive Officer of Verena Minerals Corporation (currently Belo Sun Mining Corp.). Mr. Shefsky is a Director and serves on the audit committee of Ascendant Resources Inc. Mr. Shefsky was a Founder of Silver Bear Resources Inc. Mr. Shefsky holds a Bachelor of Arts from the University of Toronto, a Master of Science Degree in Urban Planning from Columbia University, and a Juris Doctor Degree from Pepperdine University School of law.

David Ball

Mr. Ball is currently Chief Financial Officer of Santiago Metals Limitada. A private Chilean based copper producer and portfolio company of US Private Equity group, Denham Capital. Prior to his current role he held several positions at Macquarie Capital, an Australian Investment Bank. During his career in the metals and mining sector, Mr. Ball has been actively involved in M&A, corporate advisory and fund raising of both equity and debt. Mr. Ball brings mining focused operational and capital markets experience from Australia, South East Asia and North & South America. Mr. Ball holds a Bachelor of Commerce with Distinction (Curtin University) and a Masters of Finance (INSEAD).

Robert Campbell

Mr. Campbell is an exploration geologist with over 40 years of experience in the mining and exploration industry through Canada, United States and Latin America. He is a Director at Cerrado Gold Inc. Mr. Campbell served as Vice President, Exploration of the Corporation until April 30, 2021 and, prior to joining the Corporation, Mr. Campbell was the Vice-President, Exploration at Largo Resources and has prior experience working at major mining companies, most notably Noranda, Lac Minerals and Apogee Minerals Ltd. Mr. Campbell is a director of Cerrado Gold Inc. Mr. Campbell holds a M.Sc. in geology from the Department of Earth Sciences, University of Western Ontario.

Jonathan Gilligan

Dr. Gilligan is currently Vice President, Automated Mine Design at Torex Gold Resources Inc., a mid-tier gold producer with assets in Mexico. He previously held senior technical and operating roles with SSR Mining and prior to that, multiple executive positions with BHP. During his 35-year career in the mining industry Dr. Gilligan has led teams in advanced exploration, resource development, capital projects,

technical services and mine operations. Dr. Gilligan brings extensive technical, advanced projects, mines start-up and operating experience across multiple commodities in South America, Australia and Central/Southern Africa. Dr. Gilligan holds a Bachelor of Science with Honors in Geology (University College London) and a Doctorate in economic geology (University of Southampton).

Kurt Menchen

Mr. Menchen has over 37 years of experience operating and managing mining projects, including over 20 years as General Manager at Largo Resources, where he built the Maracas Menchen mine from a pit to a full fledged mining operation and the Jacobina Gold project in Bahia State, Brazil where he successfully operated the underground project for Anglo American, Desert Sun Mining and eventually Yamana Gold, through low gold price environments. Mr. Menchen currently serves as Chief Operating Officer and Director at Cerrado Gold Inc. His prior experience includes Anglo American's Vaal Reefs underground gold mine in South Africa and De Beers Goldfields in Angola. Mr. Menchen holds a degree in mining engineering from Federal University of Rio Grande do Sul, Brazil.

Oscar Neto

Mr. Neto worked as a field and project geologist for Billiton between 1980 to 1985 exploring for base metals in volcano-sedimentary environments in the states of Goiás and Pará. He also worked for BP Minerals in the state of Rondonia as a mine geologist at the Potosi Mine, 14 de Abril and Serra da Onça Mines, directly in charge of the mining operations. He also worked as Chief Project geologist for Master Incosa Engenharia S/A in gold exploration in the state of Pará. In late 1985, working with Brazilian geologist, Jad Salomão, Neto started exploration for gold in the state of Tocantins, Brazil. In mid-1986, founded the company Verena Mineração Ltda. and started accumulating an extensive portfolio of gold in the municipalities of Porto Nacional, Natividade and Conceição, state of Tocantins, Brazil. Between 1988 and 1994, participated of several negotiations with major companies – RTZ (1989), Paranapanema (1991), Bank of Bahia (1993) and TVX (1994) – which spent close to US\$5 million on these properties. In 1996, together with his partner, Jad Salomão, Mr. Neto founded Verena Mineração Ltda - which became a junior mining company listed in the Toronto Stock Market in Canada from 1996 through 2010 – Verena Minerals Corporation (VMC) – which is now known as Belo Sun Mining Corp. Mr. Neto and Mr. Salomão are credited with the discovery and definition of the Belo Sun Volta Grande deposit; a deposit with over 6 million ounces of gold.

Elmer Prata Salomao

From 1990-1995, Mr. Salomão served as General Director of Brazil's National Department of Mineral Production, DNPM, the federal agency in charge of administration of mineral concessions and the implementation of Brazilian mining policy. Mr. Salomão is founder and now managing director of well recognized GEOS-Mining Services Ltda., originally incorporated in 1974, and is now managing director of EPS Consulting Ltda., a solely owned mining consulting company.

Jad Salomão

Mr. Salomão has 42 years of experience in mineral exploration & mining and project evaluation with both major and Junior company in Brazil and Canada. He has managed several base metals projects (in special massive sulphides and sedimentary copper), precious metals (gold, PGM), diamonds, Industrial minerals (Ilmenite) and gem (Emerald, Alexandrite) projects. He is presently a major shareholder of the company Monte Sinai Mineração Ltda., which holds the Serra Alta project. Together with his partner, Oscar Neto, Mr. Salomão founded Verena Mineração Ltda - which became a junior mining company listed in the Toronto Stock Market in Canada from 1996 through 2010 – Verena Minerals Corporation (VMC) – which is now known as Belo Sun Mining Corp. Mr. Salomão and Mr. Oscar Neto are credited with the discovery and definition of the Belo Sun Volta Grande deposit; a deposit with over 7 million ounces of gold.

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

None of the proposed directors is, as at the date hereof, or has been, within ten (10) years prior to the date hereof, a director, chief executive officer or chief financial officer of any company (including the Corporation) that: (i) while that person was acting in that capacity was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days; (ii) was subject to a cease trade order or similar order or any order that denied the relevant company access to an exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days 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; or (iii) 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 the 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.

None of the proposed directors has, within the ten (10) years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his assets.

None of the proposed directors is, at the date hereof, or has been subject to: (i) 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 (ii) any other penalties or sanctions imposed by a court or regulatory body that would be considered important to a reasonable security-holder in deciding whether to vote for a proposed director.

3. Appointment of Auditors

KPMG LLP are the independent registered certified auditors of the Corporation, first appointed as auditors of the Corporation effective February 19, 2021.

Shareholders of the Corporation will be asked at the Meeting to appoint KPMG LLP as the Corporation's auditors to hold office until the close of the next annual meeting of Shareholders and to authorize the directors of the Corporation to fix the auditors' remuneration.

UNLESS OTHERWISE SPECIFIED, THE PERSONS NAMED IN THE ENCLOSED FORM OF PROXY WILL VOTE FOR THE APPOINTMENT OF KPMG LLP AS AUDITORS OF THE CORPORATION UNTIL THE CLOSE OF THE NEXT ANNUAL MEETING OF SHAREHOLDERS AND FOR THE AUTHORIZATION OF THE DIRECTORS TO FIX THEIR REMUNERATION.

4. Approval of the Corporation's Amended and Restated Omnibus Incentive Plan

AMENDED & RESTATED OMNIBUS INCENTIVE PLAN

The Corporation has requested the adoption of an Amended and Restated Omnibus Incentive Plan (the "**Omnibus Plan**"), a copy of which is attached as Schedule "B" to this Circular, to replace the Corporation's existing Omnibus Incentive Plan (the "**Existing Omnibus Plan**"). If the Omnibus Plan is not approved, the Existing Omnibus Plan will remain in force. The Omnibus Plan implements certain material amendments to the Existing Omnibus Plan as further described below. The following is a description of the key terms of the Omnibus Plan, which is qualified in its entirety by reference to the full text of the Omnibus Plan.

Key Terms of the Omnibus Plan:

Purpose:

To attract and retain key talent who are necessary or essential to the Corporation's success, image, reputation or activities. It also allows the Corporation to reward key talent for their performance and greater align their interests with those of the Corporation's Shareholders.

Eligible Participants:

Any employee, executive officer, director, or consultant of the Corporation or any of its subsidiaries is an "Eligible Participant" (as defined in the Omnibus Plan) and considered eligible to be selected to receive an Award (as defined herein) under the Existing Omnibus Plan.

Award Types:

RSUs, Options and DSUs.

Share Reserve:

The Omnibus Plan is a "fixed" maximum plan, and the maximum number of Common Shares of the Corporation available for issuance under the Omnibus Plan will not exceed 15,265,467 Common Shares. This number is equal to 20% of the issued and outstanding Common Shares on the date of this Circular less the number of Common Shares subject to issued and outstanding Awards granted under the Corporation's Existing Omnibus Plan and any other share compensation arrangement (as defined in the Omnibus Plan) adopted by the Corporation. The Corporation may elect to settle all or a portion of any vested DSUs and RSUs (each as defined below) in cash. Common Shares will not be deemed to have been issued pursuant to the Omnibus Plan with respect to any portion of an Award that is settled in cash.

Director Participation Limit:

The maximum number of Common Shares that may be made issuable pursuant to Awards made to all Non-Employee Directors (as defined in the Omnibus Plan) within any one-year period shall not exceed 1% of the number of Common Shares that are outstanding on a non-diluted basis (as of the commencement of such one-year period).

The annual grant of awards under the Omnibus Plan to an individual Non-Employee Director cannot exceed \$150,000 in value, of which no more than \$100,000 may be subject to Option grants.

Greater detail on the Omnibus Plan is provided below.

Purpose

The purpose of the Omnibus Plan is:

- (a) to increase the interest in the Corporation's welfare of those employees, officers, directors and consultants (who are considered Eligible Participants under the Omnibus Plan), who share responsibility for the management, growth and protection of the business of the Corporation or a subsidiary of the Corporation;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation or a subsidiary are necessary or essential to its success, image, reputation or activities;
- (c) to reward Eligible Participants for their performance of services while working for the Corporation or a subsidiary; and
- (d) to provide a means through which the Corporation or a subsidiary may attract and retain able persons to enter its employment or service.

Types of Awards

The Omnibus Plan provides for the grant of stock options ("**Options**"), restricted share units ("**RSUs**") and ("**DSUs**") (each an "**Award**" and, collectively, the "**Awards**"). All Awards are granted by an agreement or other instrument or document evidencing the Award granted under the Omnibus Plan (an "**Award Agreement**").

Plan Administration

The Omnibus Plan is administered by the Board, which may delegate its authority to a committee or plan administrator. Subject to the terms of the Omnibus Plan, applicable law and the rules of the TSX Venture Exchange ("**TSXV**"), the Board (or its delegate) will have the power and authority to: (i) designate the Eligible Participants who will receive Awards (an Eligible Participant who receives an Award, a "**Participant**"), (ii) designate the types and amount of Award to be granted to each Participant, (iii) determine the terms and conditions of any Award, including any vesting conditions or conditions based on performance of the Corporation or of an individual ("**Performance Criteria**"); (iv) to interpret and administer the Omnibus Plan and any instrument or agreement relating to it, or Award made under it; and (v) make such amendments to the Omnibus Plan and Awards made under the Omnibus Plan as are permitted by the Omnibus Plan and the rules of the TSXV.

Shares Available for Awards

Subject to adjustments as provided for under the Omnibus Plan, the maximum number of Common Shares of the Corporation available for issuance under the Omnibus Plan will not exceed 15,265,467, an amount equal to 20% of the issued and outstanding Common Shares on the date of this Circular (the "**Limit**"), less the number of Common Shares subject to outstanding Awards outstanding under the Existing Omnibus Plan. The Omnibus Plan sets out the calculation of the number of shares reserved for issuance based on whether the shares are reserved for issuance pursuant to the grant of a RSU, Option or DSU. Notwithstanding the forgoing, the Board shall have the right, from time to time, to increase the Limit, subject to the approval of the TSXV and the shareholders of the Corporation.

The proposed Omnibus Plan is a "fixed" stock option plan, pursuant to which the maximum number of Common Shares reserved for issuance under the plan will be set at 20% of the number of issued and outstanding Common Shares as of the date of this Circular.

Limits with respect to Insiders, Individual Grants, Annual Grant Limits and Non-Executive Director Limits.

The Omnibus Plan provides the following limitations on grants:

- (a) The maximum number of the Corporation's securities issuable to Insiders, within any one-year period, under the Plan, or when combined with all of the Corporation's other Share Compensation Arrangement, cannot exceed 15,265,467.
- (b) Any Award granted pursuant to the Omnibus Plan, or securities issued under any other Share Compensation Arrangement, prior to a Participant becoming an Insider, shall be excluded from the purposes of the limits set out in paragraphs (a) and (b) above.
- (c) The maximum number of Common Shares that may be made issuable pursuant to Awards made to employees and Non-Employee Directors within any one-year period shall not exceed 5% of the Corporation's issued and outstanding Common Shares on the date the Omnibus Plan is approved by Shareholders (as of the commencement of such one-year period).
- (d) The maximum number of Common Shares that may be made issuable pursuant to Awards made to all Non-Employee Directors within any one-year period shall not exceed 1% of the outstanding Common Shares (as of the commencement of such one-year period).
- (e) The annual grant of Awards under the Omnibus Plan to any one Non-Employee Director cannot exceed \$150,000 in value, of which no more than \$100,000 may be subject to Option grants.

Eligible Participants

Any employee, executive officer, director, or consultant of the Corporation or any of its subsidiaries is an "Eligible Participant" and considered eligible to be selected to receive an Award under the Omnibus Plan. Eligibility for the grant of Awards and actual participation in the Omnibus Plan is determined by the Board or its delegate.

Description of Awards

1. Options

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Common Shares from treasury at an exercise price set at the time of grant (the "**Option Price**"). Options are exercisable, subject to vesting criteria established by the Board at the time of grant as set out in the Participant's Option Agreement (as defined in the Omnibus Plan), which need not be identical for all Options, over a period as established by the Board from time to time which shall not exceed 10 years from the date of grant. The Option Price shall not be set at less than the closing price of the Common Shares on the TSX on the day before the grant is made. At the time of grant of an Option, the Board may establish vesting conditions in respect of each Option grant, which may include performance criteria related to corporate or individual performance. The Omnibus Plan also permits the Board to grant an option holder, at any time, the right to deal with such Option on a cashless exercise basis in accordance with the formula set out in Section 4.6 of the Omnibus Plan. Each common share subject to an Option is counted as reserving one common share under the Omnibus Plan.

2. Restricted Share Units

An RSU is an Award in the nature of a bonus for services rendered that, or for future services to be rendered, and that upon settlement, entitles the recipient to receive Common Shares. The Board may establish conditions and vesting provisions, including Performance Criteria, as set out in a Participant's RSU Agreement (as defined in the Omnibus Plan), which need not be identical for all RSUs. An RSU may be forfeited if conditions to

vesting are not met. The Corporation is obligated to deliver Common Shares on the settlement of RSUs and shall have no independent discretion to settle an RSU in cash or other property other than Common Shares, however a Participant will have the ability to elect to redeem such portion (and only such portion) of its vested RSUs for a cash amount equal to the Tax Obligations (as defined in the Omnibus Plan) associated with the aggregate number of RSUs to be redeemed in lieu of receiving Common Shares for such RSUs. The Board shall determine, and shall evidence in the applicable RSU Agreement, the period during which a vested RSU may be redeemed by either the Company or the Participant, and may determine the maximum period during which any vested RSU may remain outstanding prior to settlement. The Board, in its discretion, may award dividend equivalents with respect to Awards of RSUs. Such dividend equivalent entitlements will not be available until the RSUs are vested and paid out. Each common share subject to a RSU is counted as reserving one common share under the Omnibus Plan.

3. Deferred Share Units

A DSU is an Award in the nature of a bonus for services rendered, or for future services to be rendered, and that, upon settlement, entitles the Participant to Shares, the Cash Equivalent of Shares, or a combination of both Cash Equivalent and shares, pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant. A Participant is only entitled to payment in respect of DSUs granted to him or her when the Participant ceases to be employed by the Corporation or an affiliate thereof for any reason and the participant is not a director of the Corporation or an affiliate thereof.

Effect of Termination on Awards

Unless otherwise provided for in an Award Agreement or determined by the Board on an individual basis, in the event of the Participant's:

- (a) **Voluntary Resignation:** All of the Participant's unvested Awards are immediately forfeited on the termination date and any vested Options remain exercisable until the earlier of ninety (90) days following the termination date and the expiry date of the option.
- (b) **Termination for Cause:** All of the Participant's vested and unvested Options immediately terminate and all unvested RSU and/or DSU Awards are immediately forfeited on the termination date.
- (c) **Termination not for Cause:** All of the Participant's unvested Options immediately terminate and any vested Options remain exercisable until the earlier of ninety (90) days following the termination date and the expiry date of the option. All RSUs and DSUs as of such date remain outstanding and in effect pursuant to the terms of the applicable RSU Agreement, which may be accelerated by the Board in its discretion. The Participant will be entitled to payment in respect of vested DSUs. If the Board determines that the vesting conditions are not met for such RSUs, then all unvested RSUs credited to such Participant shall be forfeited or cancelled; if the vesting conditions for such RSUs are met, the RSUs shall be considered settled.
- (d) **Termination Due to Disability or Retirement:** The Participant's RSU Awards continue to vest as provided for in (c) above. Any vested Options remain exercisable until the earlier of ninety (90) days following the vesting date of the option and the expiry date of the Option. The Participant will be entitled to payment in respect of any vested DSUs.
- (e) **Termination Due to Death:** The Participant's RSU Awards continue to vest in accordance with (c) above. Any vested Options remain exercisable by the Participant's beneficiary until the earlier of six months following the termination date and the expiry date of the Option. The Participant will be entitled to payment in respect of vested DSUs as at the termination time.

- (f) **Termination in Connection with a Change of Control:** If, after a Change of Control (as defined in the Omnibus Plan), a Participant who was also an officer or employee of, or a consultant to, the Corporation prior to the Change of Control, has their position, employment or consulting agreement terminated, or the Participant is constructively dismissed, on or during the 12-month period immediately following a change in control, then all of the Participant's unvested Awards are immediately vested and any vested Options remain exercisable until the earlier of ninety (90) days following the termination date and the expiry date of the Option.

Change of Control

In the event of a Change of Control (as described in the Omnibus Plan) the Board will have the power, in its sole discretion, to modify the terms of this Plan and/or the Awards to assist the Participants to tender into a take-over bid or participate in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (i) provide that any or all Awards shall thereupon terminate, provided that any such outstanding Awards that have vested shall remain exercisable until consummation of such Change of Control, and (ii) permit Participants to conditionally exercise their vested Options, such conditional exercise to be conditional upon the take-up by such offeror of the Common Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control).

Assignment

No Award or other benefit payable under the Omnibus Plan shall, except as otherwise provided by law or specifically approved by the Board, be transferred, sold, assigned, pledged or otherwise disposed in any manner other than by will or the law of descent.

Amendment

The Board may suspend or terminate the Omnibus Plan at any time, or from time to time amend or revise the terms of the Omnibus Plan or any granted Award without the consent of the Participants. The Board may make amendments to the Omnibus Plan without seeking approval of Shareholders, including, but not limited to, the following:

- (a) any amendment to the vesting provision, if applicable, or assignability provisions of the Awards;
- (b) any amendment to the expiration date of an Award that does not extend the terms of the Award past the original date of expiration of such Award;
- (c) any amendment regarding the effect of termination of a Participant's employment or engagement;
- (d) any amendment which accelerates the date on which any Option may be exercised under the Omnibus Plan;
- (e) any amendment necessary to comply with applicable law or the requirements of the TSX or any other regulatory body;
- (f) any amendment to clarify the meaning of an existing provision of the Omnibus Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Omnibus Plan, correct any grammatical or typographical errors or amend the definitions in the Omnibus Plan;
- (g) any amendment regarding the administration of the Omnibus Plan; and

- (h) any amendment to add provisions permitting the grant of Awards settled otherwise than with Common Shares issued from treasury, a form of financial assistance or clawback, and any amendment to a provision permitting the grant of Awards settled otherwise than with Common Shares issued from treasury, a form of financial assistance or clawback which is adopted.

Shareholder approval is required to make the following amendments:

- (a) an increase in the maximum number of Common Shares of the Corporation reserved for issuance under the Omnibus Plan;
- (b) any adjustment (other than in connection with a dividend, recapitalization or other transaction where an adjustment is permitted or required) or amendment that reduces or would have the effect of reducing the exercise price of an option previously granted under the Omnibus Plan (provided that, in such a case, insiders who benefit from such amendment are not eligible to vote their Common Shares in respect of the approval);
- (c) an extension of the term of an outstanding Award beyond the expiry date;
- (d) any amendment which increases the maximum number of Common Shares that may be (i) issuable to Insiders at any time; or (ii) issued to Insiders under the Omnibus Plan and any other proposed or established Share Compensation Arrangement in a one-year period (other than in connection with a dividend, recapitalization or other transaction where an adjustment is permitted or required);
- (e) any amendment to the number of Common Shares that may be made issuable pursuant to Awards made to employees and Non-Employee Directors within any one year period;
- (f) any amendment to the limits on Awards to Non-Employee Directors; and
- (g) any amendment to the definition of Eligible Participant under the Omnibus Plan.

Amendments to the Existing Omnibus Plan for approval at the Meeting

At the Meeting, shareholders will be asked to approve the following material amendments (the “**Amendments**”) to the Existing Omnibus Plan by way of the adoption of the Omnibus Plan:

1. Increase in the “fixed” maximum number of Common Shares reserved for issuance upon the grant of Awards.

On November 23, 2020, the Corporation’s Shareholders approved the Existing Omnibus Plan pursuant to which the maximum number of Common Shares to be reserved for issuance under the Existing Omnibus Plan would be “fixed” at the number equal to 20% of the Common Shares of the Corporation issued and outstanding upon the completion of its reverse takeover transaction with Cerrado Gold Inc. (the “**Qualifying Transaction**”). The Qualifying Transaction was completed on February 19, 2021 at which point there were 70,545,050 Common Shares issued and outstanding. Accordingly, the maximum number of Common shares reserved for issuance under the Existing Omnibus Plan was set at 14,109,010. As of the date of this Circular, a total of 13,554,311 Awards have been granted under the Existing Omnibus Plan, of which 7,516,668 remain outstanding.

As of the date of this Circular, 76,327,339 Common Shares are issued and outstanding. In order to maintain the number of Common Shares available under the Omnibus Plan at 20% of the Common Shares issued and outstanding as of the date hereof, the Corporation proposes that the total Common Shares reserved under the Omnibus Plan be increased to a total maximum of 15,265,467 Common Shares. The Shareholders will be asked to approve an ordinary resolution of disinterested shareholders to amend the Existing Omnibus Plan to increase the number of Common Shares

authorized for issuance.

2. Amendment to the plan to allow for cash settlement of RSUs at the Corporation's option

The Omnibus Plan amends the Existing Omnibus Plan to provide the Corporation with the discretion to settle vested RSUs and DSUs for a cash amount equal to the market price of the Common Shares on the date of redemption of any such Awards.

3. Adoption of a DSU plan

The Omnibus Plan provides for the issuance of DSUs to Eligible Participants, in addition to Options and RSUs as provided for in the Existing Omnibus Plan.

TSXV Approval

The TSXV Corporate Finance Manual requires Shareholder approval of security-based compensation arrangements in respect of arrangements that involve the issuance from treasury or potential issuance from treasury of securities of the issuer. As the Omnibus Plan provides for the potential issuance from treasury of securities of the Corporation, the Shareholders will be asked to approve an ordinary resolution of disinterested shareholders to approve the Omnibus Plan.

Disinterested Shareholder Approval

At the Meeting, the disinterested Shareholders are being asked to approve a resolution approving the Omnibus Plan. The Shareholders of the Corporation excluded from voting their Common Shares in this matter are Shareholders who do not have a direct or indirect interest in the outcome of the resolution in question (the "**Excluded Shareholders**"). As at the date hereof, the Excluded Shareholders hold an aggregate of 28,100,949 Common Shares, representing approximately 37% of the issued and outstanding Common Shares.

For the Omnibus Plan to be approved, the resolution must be passed by a majority of the votes cast in respect thereof by the disinterested Shareholders present or represented by proxy at the Meeting. The complete text of the ordinary resolution (the "**Omnibus Plan Resolution**") to be placed before the Meeting confirming the Omnibus Plan is as follows:

"BE IT HEREBY RESOLVED as an ordinary resolution of disinterested shareholders of the Corporation, that:

1. the Amended and Restated Omnibus Plan, as disclosed in the management information circular of the Corporation dated September 24, 2021 (the "**Circular**"), be and is hereby approved, ratified and confirmed;
2. the number of common shares in the capital of the Corporation ("**Common Shares**") reserved for issuance under the Amended and Restated Omnibus Plan be 15,265,467;
3. the Corporation has the ability to continue granting awards under the Amended and Restated Omnibus Plan until October 28, 2024, which is the date that is three (3) years from the date of the shareholder meeting at which shareholder approval is being sought; and
4. any one director or officer of the Corporation be and is hereby authorized and directed to do such things and to execute and deliver all such instruments, deeds and documents, and any amendments thereto, as may be necessary or advisable in order to give effect to the foregoing resolution."

The Board unanimously recommends that disinterested Shareholders vote in favour of the

Omnibus Plan Resolution. The persons designated as proxyholders in the accompanying Instrument of Proxy (absent contrary directions) intend to vote FOR the Omnibus Plan Resolution.

If the Omnibus Plan Resolution is approved, the Board retains the power to revoke it at all times without any further approval by the Shareholders. The Board will only exercise such power in the event that it is, in its opinion, in the best interest of the Corporation. If the Omnibus Plan Resolution is not approved then the Existing Omnibus Plan will remain in force.

DIRECTORS' AND OFFICERS' COMPENSATION

The Corporation's Statement of Executive Compensation, in accordance with the requirements of Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*, is set forth below, which contains information about the compensation paid to, or earned by, the Corporation's Chief Executive Officer and Chief Financial Officer and the most highly compensated executive officer of the Corporation earning more than CND\$150,000 in total compensation (the "**Named Executive Officers**" or "**NEOs**") during the Corporation's last two most recently completed financial years. For the year-ended December 31, 2020 the Named Executive Officers of the Corporation are Mark Brennan, Co-Chairman & Chief Executive Officer, Rohan Hazelton, former Chief Financial Officer and Kerry Barker, former General Manager, Don Nicolas.

Compensation Discussion and Analysis

Objectives of the Compensation Program

The objectives of the Corporation's compensation program are to attract, hold and inspire performance of members of senior management of a quality and nature that will enhance the sustainable profitability and growth of the Corporation.

Overview of the Compensation Philosophy

The following principles guide the Corporation's overall compensation philosophy:

- (a) compensation is determined on an individual basis by the need to attract and retain talented, high-achievers;
- (b) an appropriate portion of total compensation is variable and linked to achievements, both individual and corporate;
- (c) internal equity is maintained such that individuals in similar jobs and locations are treated fairly; and
- (d) the Corporation supports reasonable expenses in order that employees continuously maintain and enhance their skills.

The Human Resources & Compensation Committee of the Corporation (the "**Compensation Committee**") is given discretion to determine and adjust, year to year, the relative weighting of each form of compensation discussed above in a manner which best measures the success of the Corporation and its NEOs.

Role of the Human Resources & Compensation Committee

The Compensation Committee is comprised of Mark Brennan (Chair), David Ball, Elmer Pratas and Jonathan Gilligan. The Compensation Committee makes determinations and recommendations to the Board of Directors concerning the cash and incentive compensation of the NEOs. The primary function of

the Compensation Committee is to ensure that the compensation provided to the NEOs are determined with regard to the business strategies and objectives of the Corporation and strives to ensure that the NEOs are paid fairly and commensurate with their contributions to furthering the strategic direction and objectives of the Corporation.

The Chief Executive Officer provides recommendations to the Compensation Committee with respect to salary, annual incentives and option grants of the NEOs. The Compensation Committee reviews the Chief Executive Officer's recommendations and recommends to the Board of Directors the compensation of the NEOs, as required, on an annual basis. Compensation of NEOs are based primarily on corporate performance which includes achievement of the Corporation's strategic objective of growth and the enhancement of shareholder value through increases in the stock price resulting from increases in reserves and production, continued low cost production and enhanced annual cash flow.

Elements of Executive Compensation

The Corporation's executive compensation program is based on the objectives of (a) recruiting and retaining the executives critical to the success of the Corporation, (b) providing fair and competitive compensation, (c) balancing the interests of management and shareholders of the Corporation, and (d) rewarding performance, on the basis of both individual and corporate performance.

For the financial year ended December 31, 2020, the Corporation's executive compensation program consisted of the following elements: A base salary and incentive cash bonuses (together, a "**Short-Term Incentive**") and a long-term equity compensation consisting of RSUs granted under the Corporation's omnibus incentive plan (each, a "**Long-Term Incentive**").

The specific rationale and design of each of these elements are outlined in detail below.

Element of Compensation	Summary and Purpose of Element
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Short-Term Incentive Plan

Base Salary	The Compensation Committee reviews NEO salaries prior to when the applicable current employment contract setting out the base salary for that particular NEO is set to expire. Salaries form an essential element of the Corporation's compensation mix as they are the first base measure to compare and remain competitive relative to peer groups. Base salaries are fixed for the term of the employment contract and therefore not subject to uncertainty and are used as the base to determine other elements of compensation and benefits.
Annual Performance-Based Cash Incentives	Any bonus paid to a NEO is entirely within the discretion of the Board Directors, following recommendations by the Chief Executive Officer and consideration by the Compensation Committee. In making bonus determinations, the Compensation Committee reviews corporate and individual performance and makes recommendations to the Board of Directors. Annual performance-based cash bonuses are a variable component of compensation designed to reward the Corporation's executive officers for maximizing annual operating performance.

Long-Term Incentive Plan

Stock Options and RSUs The granting of stock options and RSUs is a variable component of compensation intended to reward the Corporation's NEOs for its success in achieving sustained, long-term profitability and increases in stock value.

Base Salary

In determining the base salary of a NEO, the Board of Directors considers the recommendations made by the Compensation Committee. In determining the base salary to be paid to a particular NEO, the Board of Directors also considers the particular responsibilities related to the position, the experience level of the NEO, and his or her past performance at the Corporation. The Board of Directors may take into account executive compensation paid by companies comparable with the Corporation, although no specific benchmarking policy is in place for determining compensation or any element of compensation.

Annual Performance-Based Cash Incentives

NEOs are eligible for annual cash bonuses, after taking into account and giving varying degrees of weight, depending on the relevance of these factors to the particular NEO, to indicators such as: relative stock performance, relative change in cash flow per share, performance against budget, expense control, the NEO's performance and other exceptional or unexpected factors. No specific weightings are assigned to each factor, but rather, a subjective determination is made based on a general assessment of performance of the individual relative to such factors.

Omnibus Incentive Plan

The granting of options to purchase common shares of the Corporation and RSUs are designed to encourage the NEOs to own an interest in the Corporation and therefore tie their long-term interests to those of the shareholders of the Corporation. In determining its recommendations on individual grants of options, the Compensation Committee considers factors such as: the performance and contributions to the success of the Corporation, the relative position of the individual, the years of service of the individual and past grants of options. When making recommendations to the Board of Directors on options, consideration is also given to the submissions of the Chief Executive Officer. No specific weightings are assigned to each factor, but rather, a subjective determination is made based on a general assessment of performance of the individual relative to such factors. See the section below entitled "*Securities Authorized for Issuance under Equity Compensation Plans*" for further information.

Other Long-Term Incentive Plans

Other than the Corporation's omnibus incentive plan, the Corporation does not have any other long-term incentive plans, including any supplemental executive retirement plans.

Overview of How the Compensation Program Fits with Compensation Goals

1. Attract, Hold and Inspire Key Talent

The compensation package meets the goal of attracting, holding and motivating key talent in a highly competitive mineral exploration environment through the following elements:

- (a) A competitive cash compensation program, consisting of base salary and bonus opportunity; and
- (b) Providing an opportunity to participate in the Corporation's growth through options.

2. Alignment of Interest of Management with Interest of the Corporation's shareholders

The compensation package meets the goal of aligning the interest of management with the interest of the Corporation's shareholders through the following elements:

- (a) Through the grant of stock options, if the price of the Corporation shares increases over time, both executives and shareholders will benefit; and
- (b) By providing a vesting period on stock awards, management has an interest in increasing the price of the Corporation's shares over time, rather than focusing on short-term increases.

Compensation Risk

The Corporation has not adopted a formal policy on compensation risk management nor has it engaged an independent compensation consultant. The Corporation recognizes that there may be risks in its current processes but given the size and number of executives dedicated on a full-time basis, the Corporation does not believe the risks to be significant.

The Corporation has the Compensation Committee, consisting of a majority of independent members of the Board of Directors, to assist the Board of Directors in discharging its duties relating to compensation of the Corporation's directors and senior officers. The Board of Directors believes that the executive compensation program of the Corporation should not raise its overall risk profile. Accordingly, the Corporation's executive compensation programs include safeguards designed to mitigate compensation risks. The following measures impose appropriate limits to avoid excessive or inappropriate risk taking or payments:

- discretionary bonus payments are recommended to the Board of Directors by the Compensation Committee based on annual performance reviews;
- option terms of 5 to 10 years discourages excessive risk taking to achieve short-term goals; and
- implementation of trading black-outs limit the ability of senior officers to trade in securities of the Corporation.

Inappropriate and excessive risks by executives are also mitigated by regular meetings of the Board of Directors, at which activity by the executives must be approved by the Board of Directors if such activity is outside previously Board-approved actions and/or as set out in a board-approved budget. Due to the fact that the Corporation is still a development stage mining company, and given the current composition of the Corporation's executive management team, the Board of Directors and the Compensation Committee are able to closely monitor and consider any risks which may be associated with the Corporation's compensation practices. Risks, if any, may be identified and mitigated through regular board of directors meetings during which financial and other information of the Corporation are reviewed, including executive compensation.

Director and Named Executive Officer Compensation

The following table (presented in accordance with National Instrument Form 51-102F6V – *Statement of executive Compensation – Venture Issuers*) sets forth all annual and long term compensation for services paid to or earned by each NEO and director for the most recently financial year ended December 31, 2020.

On February 19, 2021, the Corporation, formerly named BB1 Acquisition Corp. (“**BB1**”) completed a reverse acquisition transaction (“**RTO Transaction**”) whereby it acquired all of the issued and

outstanding shares of Cerrado Gold Inc. (“**Former Cerrado**”). The RTO Transaction represented BB1’s Qualifying Transaction under the policies of the TSXV. The common shares of the Corporation resumed trading on the TSX Venture Exchange under the symbol “CERT” on February 25, 2021.

The following summary compensation information presented below includes NEO and Director compensation for the fiscal years ended December 31, 2020 and 2019, being the two most recently completed financial years of the consolidated Corporation. Information is presented for both (i) the current NEOs and directors of the Corporation, which includes their compensation from Former Cerrado prior to the RTO Transaction, and (ii) the former NEOs and directors of BB1 during which was a Capital Pool Company up to February 19, 2021. Compensation for the current NEOs and directors of the Company includes compensation paid by both the Corporation and BB1.

Unless otherwise noted, salaries for the Named Executive Officers are paid in Canadian dollars and reported in United States dollars using the Bank of Canada US dollar/Canadian daily exchange rate of C\$1.2732 = US\$1.00 as at December 31, 2020 and C\$1.2988 = US\$1.00 as at December 31, 2019.

Table of Compensation excluding Compensation Securities

Name and position	Year	Salary, consulting fee, retainer or commission (US\$)	Bonus (US\$)	Committee or meeting fees (US\$)	Value of perquisites (US\$)	Value of all other compensation (US\$)	Total compensation (US\$)
Mark Brennan ⁽¹⁾ Co-Chairman, Chief Executive Officer and Director	2020	256,097	312,912	Nil	Nil	Nil	569,009
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Rohan Hazelton Former Chief Financial Officer	2020	170,993	168,473	Nil	Nil	Nil	339,466
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Kerry Barker ⁽²⁾ Former General Manager, Minera Don Nicolas	2020	296,875	Nil	Nil	Nil	205,000 ⁽²⁾	501,875
Stephen Shefsky ⁽¹⁾ Co-Chairman and Director	2020	41,235	Nil	Nil	Nil	Nil	41,235
	2019	Nil	Nil	Nil	Nil	Nil	Nil
David Ball Director ⁽³⁾	2020	Nil	Nil	Nil	Nil	Nil	Nil
Robert Campbell ⁽⁴⁾ Director	2020	148,903	78,542	Nil	Nil	Nil	216,747
	2019	22,332	Nil	Nil	Nil	Nil	22,332
Jonathan Gilligan Director ⁽³⁾	2020	Nil	Nil	Nil	Nil	Nil	Nil
Kurt Menchen ⁽⁵⁾ Country Manager and Director	2020	78,905	137,842	Nil	Nil	Nil	216,747
	2019	22,332	Nil	Nil	Nil	Nil	22,332
Oscar Neto ⁽⁵⁾ Director	2020	73,132	Nil	Nil	Nil	Nil	73,132
	2019	89,328	Nil	Nil	Nil	Nil	89,328
Elmer Prata Salomão ⁽⁵⁾ Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Jad Salomão ⁽⁵⁾ Director	2020	73,132	Nil	Nil	Nil	Nil	73,132
	2019	89,328	Nil	Nil	Nil	Nil	89,328

Name and position	Year	Salary, consulting fee, retainer or commission (US\$)	Bonus (US\$)	Committee or meeting fees (US\$)	Value of perquisites (US\$)	Value of all other compensation (US\$)	Total compensation (US\$)
BB1 Officers and Directors							
Stephen Shefsky Chief Executive Officer and Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Jennifer Ta Chief Financial Officer and Corporate Secretary	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Mark Brennan Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Solomon (Sam) Pillersdorf Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Eric Szustak Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Wayne Egan Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Compensation reported for Mr. Brennan is in respect of his service as Co-Chairman and Chief Executive Officer. He was not paid directors' fees.
- (2) Mr. Barker commenced employment with Former Cerrado effective February 20, 2020. His compensation was paid in US\$. In connection with his departure from Former Cerrado effective December 18, 2020, the value disclosed for Mr. Barker under the column marked "Value of All Other Compensation" includes a cash payment of US\$125,000 and a cancellation of 350,000 unvested RSUs in exchange for 100,000 Common Shares having a deemed value of US\$0.80 each.
- (3) Messrs. Ball and Gilligan were elected to the board of directors of Former Cerrado on October 19, 2020.
- (4) Compensation paid to Mr. Campbell was in respect of his service as Vice President, Exploration until he resigned from such position on April 30, 2021.
- (5) Compensation paid to Messrs. Menchen, Neto, E. Prata Salomão, and J. Salomão was in Brazilian Real. Converted to US dollars using the Bank of Canada US dollar/Brazilian Real daily exchange rate of R\$5.1961 = US\$1.00 as at December 31, 2020.

Stock options and other compensation securities

The following table provides information regarding the incentive plan awards for each Named Executive Officer and director granted or issued in the year-ended December 31, 2020.

Compensation Securities

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class (#)	Date of issue or grant	Issue, conversion or exercise price(\$) ⁽¹⁾	Closing price of security or underlying security on date of grant (\$) ⁽¹⁾	Closing price of security or underlying security at year end (\$) ⁽²⁾	Expiry Date
Mark Brennan Co-Chairman, Chief Executive Officer and Director	Common Shares ⁽²⁾	300,000	March 31, 2020	N/A	N/A	N/A	N/A
	RSUs ⁽³⁾	1,200,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Rohan Hazelton Former Chief Financial Officer	RSU	600,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Kerry Barker Former General Manager, Minera Don Nicolas	RSU	525,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Stephen Shefsky Co-Chairman and Director	Common Shares	100,000	March 31, 2020	N/A	N/A	N/A	N/A
	RSU	700,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
David Ball Director	RSU	150,000	November 13, 2020	N/A	N/A	N/A	June 24, 2030
Robert Campbell Director	RSU	600,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Jonathan Gilligan Director	RSU	150,000	November 13, 2020	N/A	N/A	N/A	June 24, 2030
Kurt Menchen Country Manager and Director	RSU	725,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Oscar Neto Director	RSU	150,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Elmer Prata Salomao Director	RSU	150,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030
Jad Salomao Director	RSU	150,000	June 24, 2020	N/A	N/A	N/A	June 24, 2030

Notes:

- (1) RSUs were granted by Former Cerrado, prior to the completion of the going-public RTO transaction with BB1.
- (2) The underlying security had no market value until following the going-public RTO Transaction with BB1 and resumption of trading on February 25, 2021.
- (3) Common Shares were issued in connection with accrued management compensation in lieu of cash.

Exercise of Compensation Securities by Directors and NEOs

The following table provides information regarding each exercise by a director or NEO of compensation securities during the year-ended December 31, 2020.

Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of Exercise	Closing price per security on date of exercise (\$) ⁽¹⁾	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Mark Brennan Co-Chairman, Chief Executive Officer and Director	RSU	400,000	N/A	June 24, 2020	N/A	N/A	N/A
Rohan Hazelton Former Chief Financial Officer	RSU	200,000	N/A	June 24, 2020	N/A	N/A	N/A
Kerry Barker Former General Manager, Minera Don Nicolas	RSU	175,000	N/A	June 24, 2020	N/A	N/A	N/A
Stephen Shefsky Co-Chairman & Director	RSU	233,333	N/A	June 24, 2020	N/A	N/A	N/A
David Ball Director	RSU	50,000	N/A	June 24, 2020	N/A	N/A	N/A
Robert Campbell Director	RSU	200,000	N/A	February 27, 2020	N/A	N/A	N/A
	RSU	200,000	N/A	June 24, 2020	N/A	N/A	
Jonathan Gilligan Director	RSU	50,000	N/A	June 24, 2020	N/A	N/A	NA
Kurt Menchen Country Manager and Director	RSU	200,000	N/A	February 27, 2020	N/A	N/A	N/A
	RSU	241,667	N/A	June 24, 2020	N/A	N/A	N/A
Oscar Neto Director	RSU	50,000	N/A	June 24, 2020	N/A	N/A	N/A
Elmer Prata Salomao Director	RSU	66,667	N/A	February 27, 2020	N/A	N/A	N/A
	RSU	50,000	N/A	June 24, 2020	N/A	N/A	N/A

Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of Exercise	Closing price per security on date of exercise (\$) ⁽¹⁾	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Jad Salomao Director	RSU	50,000	N/A	June 24, 2020	N/A	N/A	N/A

Note:

⁽¹⁾ RSUs were issued by Former Cerrado and redeemed prior to the completion of the RTO Transaction.

Summary Compensation – Narrative Discussion

The compensation earned by each of the NEOs summarized above were in accordance with executive employment agreements with each of the named NEOs, as described below.

Securities authorized for issuance under equity compensation plans

The following table summarizes the securities issued and authorized under the Corporation’s equity compensation plans as at December 31, 2020, being prior to the RTO Transaction.

Cerrado Gold – Option Plan

Plan Category	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by security holders ⁽¹⁾	4,000,000	\$0.45 ⁽²⁾	698,402
Equity compensation plans not approved by security holders ⁽³⁾	Nil	N/A	N/A

Notes:

⁽¹⁾ Options were issued in, and are reported in, US\$.

⁽²⁾ Options granted by Cerrado prior to becoming a reporting issuer and did not require shareholder approval.

Cerrado Gold – RSU Plan

Plan Category	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by security holders ⁽¹⁾	6,780,007	N/A	See footnote 2

Equity compensation plans not approved by security holders	N/A	N/A	N/A
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Notes:

- (1) Represents RSUs redeemable for Common Shares.
(2) Cerrado's RSU Plan prior to the RTO Transaction with BB1 did not specify a limit.

BB1 – Option Plan

Plan Category	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options (CAD)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by security holders ⁽¹⁾	1,500,000	\$0.10	900,000
Equity compensation plans not approved by security holders	Nil	N/A	N/A

Note:

- (1) Options granted in accordance with the CPC Policy and did not require shareholder approval.

Termination and Change of Control Benefits

The Corporation has entered into employment contracts that stipulate termination and Change of Control (as defined below) benefits with certain of the Corporation's NEOs. The table below outlines the amounts payable had the following triggering events for termination occurred on December 31, 2020:

	Mark Brennan ⁽¹⁾	Kerry Barker
Termination Without Cause or resignation for good reason⁽²⁾		
Severance Payment (\$)	\$117,813	\$125,000
Severance Bonus Payment (\$)	N/A	N/A
TOTALS (\$)	\$117,813	125,000
Change of Control⁽³⁾		
Severance Payment (\$)	\$235,626	N/A
Severance Bonus Payment (\$)	N/A	N/A
TOTALS (\$)	\$235,626	N/A

Notes:

- (1) Mr. Brennan's compensation is paid in Canadian dollars and are disclosed in US dollars using the Bank of Canada US dollar/Canadian daily exchange rate of C\$1.2732 = US\$1.00 as at December 31, 2020.
- (2) "**Good Reason**" means the occurrence of any of the following without the Executive's written consent: (a) a material and adverse alteration to any of Executive's position, title, job description, authority, reporting relationship, or duties and/or responsibilities; (b) a reduction in Executive's annual base salary; (c) a reduction in other elements of Executive's compensation, including the availability of equity incentives; or (d) Executive is required to relocate to, or spend a material portion of his working time in, a city other than Toronto, Ontario.
- (3) "**Change of Control**" means (a) any event as a result of or following which any person, or group of persons "acting jointly or in concert" within the meaning of applicable Canadian securities laws, beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding common shares or otherwise acquires the right or ability to appoint or elect the majority of the Board of Directors; or (b) the sale or other transfer of all or substantially all of the consolidated assets of the Corporation.

Contract with Mark Brennan as Co-Chairman and Chief Executive Officer

The contract with Mark Brennan provides that, in the event that the employment of the Executive is terminated by the Corporation *without Cause* or the Executive resigns for *Good Reason*, whether or not the termination of the Executive's employment occurs following a Change in Control, the Corporation shall pay the following amounts to the Executive:

- (a) an amount equal to the monthly instalments of the Executive's current annual base salary and the monthly instalments of the Executive's then-current maximum bonus at the date of termination for a period of twenty- four (24) months after the date of termination;
- (b) reimburse the Executive for all reasonable expenses incurred by the Executive in the performance of his duties; and
- (c) any granted but unvested RSUs at the date of termination will automatically vest.

The contract with Mark Brennan also provides that, in the event there is a *Change of Control* and within twelve (12) months of such Change of Control (i) the Corporation gives notice of its intention to terminate the employment of the Executive or (ii) the Executive resigns his employment for Good Reason, the Corporation shall pay the following amounts to the Executive: two (2) times:

- (a) the Executive's then-current annual base salary;
- (b) the then-current maximum bonus;
- (c) reimburse the Executive for all reasonable expenses incurred by the Executive in the performance of his duties and any vacation pay that has accrued to the effective date of termination; and
- (d) any granted but unvested RSUs at the date of termination will automatically vest.

Contract with Kerry Barker as former General Manager, Minera Don Nicolas

The contract with Kerry Barker provides that, in the event that the employment of the Executive is terminated by the Corporation without Cause, he is entitled to six (6) months of salary.

Directors

As at the financial year ended December 31, 2020, the Corporation had nine (9) directors, one of whom is also a NEO. For the year ended December 31, 2020, the Corporation did not pay directors for attending directors' meetings or for serving on committees. Only independent directors were paid directors' fees.

Fees paid to directors for services provided during the Corporation's most recently completed financial year are disclosed above in the "*Table of Compensation excluding Compensation Securities*". Directors are entitled to reimbursement of reasonable out-of-pocket expenses incurred in the course of their duties as a director. The Corporation may, from time to time, grant to its directors RSUs or incentive stock options to purchase common shares in the capital of the Corporation pursuant to the terms of the Omnibus Plan and in accordance with the policies of the TSXV.

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

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

Board of Directors

The Board of Directors facilitates its exercise of independent supervision over the Corporation's management through frequent discussions with management and regular meetings of the Board of Directors. Six (6) of the nine (9) of the members of the Corporation's Board of Directors are independent as described below.

Messrs. Ball, Campbell, Gilligan, Neto, Prata Salomao and Salomao are "independent" (as that term is defined in National Instrument 58-101 – *Disclosure of Corporate Governance Practices*) directors of the Corporation in that they are free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the directors' ability to act in the best interests of the Corporation, other than the interests and relationships arising from shareholdings. Messrs. Brennan, Shesky and Menchen are executive officers of the Corporation, and are therefore not "independent". Prior to April 30, 2021, Mr. Campbell was an executive officer of the Corporation and therefore was not "independent".

Orientation and Continuing Education

While the Corporation does not have formal orientation and training programs, new directors are provided with access to publicly filed documents of the Corporation, management reports, internal financial information, and management and technical experts and consultants.

Ethical Business Conduct

As part of its commitment to maintaining the highest standards, the Board has adopted a Code of Business Conduct and Ethics (the "**Code**") which applies to all of our directors, officers and employees, our subsidiaries and affiliates and other persons in similar relationships with those entities. The Code addresses such matters as compliance with laws, conflicts of interest, confidential information, protection and proper use of the Corporation's assets, fair dealing, rules and regulations and the reporting of illegal and unethical behavior.

In addition, the Board has adopted an Anti-Bribery Policy, a Gifts and Hospitality Policy, and Insider Trading Policy (the "**Compliance Policies**") with the aim of providing the directors, officers and employees with sufficient tools to conduct their activities honestly, ethically and in compliance with the laws of the jurisdiction in which the Corporation operates and has assets.

The Board has also adopted a Whistleblower Policy that allows employees and other persons in similar relationships with those entities to report any concerns regarding, among other things, violations of the

Code or any of the Compliance Policies or concerns regarding financial statement disclosure issues, accounting, internal controls or auditing matters. These concerns may be reported to the General manager in the applicable jurisdiction or the Chair of the Audit Committee.

The Board, through the Audit Committee, monitors compliance with the Code. The Corporation's General Counsel provides day to day management over the Corporation's compliance with the Code and the Compliance Policies.

Nomination of Directors

The Corporation's Governance and Nominating Committee is responsible for nominating individuals to the Board of Directors. The nominees are generally chosen as a result of recruitment efforts, including both formal and informal discussions with members of the board.

Compensation

The Corporation's Compensation Committee assists the Board of Directors in determining the compensation payable to directors and officers of the Corporation. Please see below description of the Compensation Committee for more information.

Board Committees

The Board currently has four (4) committees. These committees are: the Corporate Governance and Nominating Committee, the Human Resources and Compensation Committee, the Technical and Sustainability Committee and the Audit Committee. Each committee has been constituted with directors, the majority of whom are independent.

Charters of each committee of the Board can be found on the Corporation's website.

Corporate Governance and Nominating Committee

Members of the Committee: Mark Brennan, David Ball (Chair) and Dr. Jonathan Gilligan

The purpose of the Corporate Governance Committee is to assist the Board in fulfilling its oversight responsibilities with respect to: (i) developing corporate governance guidelines and principles; (ii) identifying individuals qualified to be nominated as members of the Board; (iii) structure and composition of Board committees; (iv) evaluating the performance and effectiveness of the Board; and (v) executive management succession and development.

Technical and Sustainability Committee

Members of the Committee: Jon Gilligan (Chair), Kurt Menchen, Robert Campbell, Mark Brennan and Jad Salomao.

The purpose of the Technical and Sustainability Committee is to review, monitor and make recommendations to the Board in respect of the technical, health and safety, environmental, community, business conduct, risk management and human rights policies and activities of the Corporation in order to verify that such policies and activities reflect, and are in accordance with, their respective Charters.

Additionally, the Committee assists the Board in carrying out its responsibilities with respect to overseeing the operating activities of the Corporation. The Committee is also responsible for Board oversight of production forecasts, budgets, life of mine plans, reserves and resources and Management's proposed public disclosure of said technical nature.

Human Resources and Compensation Committee

Members of the Committee: Mark Brennan (Chair), David Ball, Elmer Prata and Jon Gilligan.

The Compensation Committee is responsible for reviewing the Corporation's compensation and incentive programs. The Compensation Committee is responsible for assessing senior management's performance and recommending senior management compensation to the Board. The Compensation Committee reviews the adequacy and form of directors' compensation and makes recommendations designed to ensure that directors' compensation adequately reflects the responsibilities of the Board. The Compensation Committee also administers the Omnibus Plan and makes recommendations to the Board respecting grants of Options and RSUs thereunder respectively.

Further information regarding the Compensation Committee's responsibilities, powers and operation of the Compensation Committee are set out above under the section entitled "Compensation Discussion and Analysis".

The Corporation believes that each of the members of the Compensation Committee possess the skills and experiences that enable the member to make decisions on the suitability of the compensation policies and practices of the Corporation as set out below.

Audit Committee

Members of the Committee: David Ball (Chair), Jonathan Gilligan and Stephen Shefsky.

Each member of the Audit Committee is financially literate within the meaning of National Instrument 52-110 – *Audit Committees* (“NI 52-110”) and Messrs. Ball and Gilligan are independent within the meaning of NI 52-110. Relevant education and experience of members of the Audit Committee is provided above under the heading, “*Matters to be Acted Upon at the Meeting – Election of Directors*”.

The Audit Committee reviews the Corporation's interim unaudited consolidated financial statements and annual audited consolidated financial statements and certain corporate disclosure documents including the annual information form, management's discussion and analysis and annual and interim earnings press releases before they are approved by the Board. The Audit Committee is directly responsible for the selection, appointment and compensation of the external auditor and it monitors accounting, financial reporting, control and audit functions.

The Audit Committee meets to discuss and review the audit plans of external auditors and is directly responsible for overseeing the work of the external auditor with respect to preparing or issuing the auditor's report or the performance of other audit, review or attest services, including the resolution of disagreements between management and the external auditor regarding financial reporting. The Audit Committee must be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from its financial statements and it periodically assesses the adequacy of those procedures. The Audit Committee must approve or pre-approve, as applicable, any non-audit services to be provided to the Corporation by the external auditor. In addition, it reviews and reports to the Board on the Corporation's risk management policies and procedures and reviews the internal control procedures to determine their effectiveness and to ensure compliance with the Corporation's policies and avoidance of conflicts of interest. The Audit Committee is also responsible for establishing procedures for dealing with complaints or confidential submissions which come to its attention with respect to accounting, internal accounting controls or auditing matters.

A copy of the Audit Committee Charter is attached Schedule “A” to the AIF.

External Auditor Service Fees

The aggregate fees charged to the Corporation, including Former Cerrado and BB1, by the external

auditors for last two fiscal years are as follows:

Nature of Services	Fees paid to external auditor during financial year ended ⁽¹⁾	
	December 31, 2020 (\$)	December 31, 2019 ⁽⁶⁾ (\$)
Audit Fees ⁽²⁾	\$227,933	\$249,952
Audit-Related Fees ⁽³⁾	\$108,781	\$0
Tax Fees ⁽⁴⁾	\$26,999	\$25,408
All Other Fees ⁽⁵⁾	\$0	\$106,637
Total	\$363,713	\$381,997

Notes:

- (1) Audit fees were paid in Canadian dollars and reported in United States dollars using the Bank of Canada US dollar/Canadian daily exchange rate of C\$1.2732 = US\$1.00 as at December 31, 2020 and C\$1.2988 = US\$1.00 as at December 31, 2019.
- (2) Includes fees billed for professional services rendered by the auditor for the audit of the Corporation's annual financial statements, and any reviews of the Corporation's unaudited interim financial statements.
- (3) Includes fees billed for professional services rendered by the auditor consisting of employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews, review of subsidiary financials, and audit or attestation services not required by legislation or regulation.
- (4) Includes 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.
- (5) No other fees were billed by the auditor of the Corporation other than those listed in the other columns.
- (6) Audit fees disclosed for 2019 includes fees charged for auditing a three-year period, for years ended December 31 2017-2019, as required in connection with the RTO Transaction.

Exemptions

The Corporation is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Corporation, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) of NI 52-110.

MANAGEMENT CONTRACTS

Except as otherwise disclosed herein, no management functions of the Corporation are to any substantial degree performed by any other person or company other than by the directors or executive officers of the Corporation or its subsidiaries.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

At no time during the most recently completed fiscal period was there any indebtedness of any director or officer, or any associate of any such director or officer to the Corporation or to any other entity which is, or at any time since the beginning of the most recently completed financial period, has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in the Corporation's Management's Discussion and Analysis for the years ended December 31, 2020 and 2019 and filed on www.sedar.com under the Corporation's profile, there were no

material interests, direct or indirect, of our insiders, proposed nominees for election as directors, or any associate or affiliate of such insiders or nominees since the commencement of the Corporation's most recently completed financial year, or in any proposed transaction, which has affected or would materially affect the Corporation.

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

The Corporation's management is not aware of any material interest of any director or executive officer or anyone who has held office as such since the beginning of the last financial year or of any associate or affiliate of any of the foregoing in any matter to be acted on at the Meeting, except as disclosed herein.

ADDITIONAL INFORMATION

We will provide, upon request, a copy of the Corporation's management's discussion and analysis and audited consolidated financial statements for the financial year ended December 31, 2020, as well as a copy of subsequent interim financial statements, and this Circular. Copies of these documents may be obtained on request without charge from Cerrado Gold Inc. by e-mailing info@cerradogold.com and additional information relating to the Corporation is available on the SEDAR website at www.sedar.com.

OTHER MATTERS

The Corporation's management knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the notice of annual and special meeting. However, if any other matter properly comes before the Meeting, the accompanying proxy will be voted on such matter in accordance with the best judgment of the person voting the proxy.

DIRECTORS' APPROVAL

The contents and the sending of this Circular to the Shareholders of the Corporation have been approved by the Board of Directors. Unless otherwise specified, information contained in this Circular is given as of September 21, 2021.

DATED at Toronto, Ontario this 24th day of September, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Carl Calandra"

CARL CALANDRA

Vice President, General Counsel & Corporate Secretary

SCHEDULE "A"
AUDIT COMMITTEE CHARTER

This charter (the "**Charter**") sets forth the purpose, composition, responsibilities, duties, powers and authority of the Audit Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Cerrado Gold Inc. ("**Cerrado**" or the "**Company**").

1. PURPOSE

- 1.1 The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:
- financial reporting and disclosure requirements;
 - ensuring that an effective risk management and financial control framework has been implemented and tested by management of Cerrado; and
 - external and internal audit processes.

2. COMPOSITION AND MEMBERSHIP

- 2.1 The Board will appoint the members ("**Members**") of the Committee after the annual general meeting of shareholders of Cerrado. The Members will be appointed to hold office until the next annual general meeting of shareholders of Cerrado or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will cease to be a Member upon ceasing to be a director.
- 2.2 The Committee will consist of at least three directors, all of whom meet the criteria for financial literacy and the majority of whom meet the criteria for independence established by applicable laws and the rules of the applicable stock exchange upon which Cerrado's securities are listed. In addition, each director will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment.
- 2.3 The Board will appoint one of the Members to act as the chair of the Committee (the "**Chair**"). The secretary of Cerrado (the "**Corporate Secretary**") will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. In the absence of the Corporate Secretary at any meeting, the Committee will appoint another person who may, but need not, be a Member to be the secretary of that meeting.

3. MEETINGS

- 3.1 Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than four (4) times per year. Forty-eight (48) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by conference call.
- 3.2 Notice of the time and place of a Committee meeting shall be given by the Committee to the external auditors of Cerrado in the same manner notice is provided to Committee members. The Committee shall provide the external auditors with all meeting materials in advance of the meeting.
- 3.3 At the request of the external auditors of Cerrado, the Chief Executive Officer or the Chief Financial Officer of Cerrado or any member of the Committee, the Chair will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be

conducted at the meeting so requested.

- 3.4 The Chair, if present, will act as the Chair of meetings of the Committee. If the Chair is not present at a meeting of the Committee, then the Members present may select one of their number to act as Chair of the meeting.
- 3.5 Two Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chair will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolution signed by all Members.
- 3.6 The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee shall have the option to meet in camera without management at each meeting of the Committee.
- 3.7 In advance of every regular meeting of the Committee, the Chair, with the assistance of the Corporate Secretary, will prepare and distribute to the Members and others, as deemed appropriate by the Chair, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Cerrado to produce such information and reports as the Committee may deem appropriate in order to fulfill its duties.

4. DUTIES AND RESPONSIBILITIES

- 4.1 The duties and responsibilities of the Committee as they relate to the following matters are to:

Financial Reporting and Disclosure

- 4.2 Review and recommend to the Board for approval prior to public disclosure, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, guidance with respect to earnings per share, and any public release of financial information through press release or otherwise, with such documents to indicate whether such information has been reviewed by the Board or the Committee;
- 4.3 Review and recommend to the Board for approval, where appropriate, financial information contained in any prospectus, annual information form, annual report to shareholders, management proxy circular, material change disclosure of a financial nature, and similar disclosure documents;
- 4.4 Review with management of Cerrado and with external auditors significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("IFRS"), all with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Cerrado's financial position and the results of its operations in accordance with IFRS, as applicable.
- 4.5 Annually review Cerrado's Corporate Disclosure Policy and recommend any proposed changes to the Board for consideration.
- 4.6 Review and recommend to the Board for approval, educational programs and/or educational resources to be provided to members of the Committee.
- 4.7 Review the minutes from each meeting of the Disclosure Committee, established pursuant to Cerrado's Corporate Disclosure Policy, since the last meeting of the Committee.

Internal Controls and Audit

- 4.8 Review and assess the adequacy and effectiveness of Cerrado's system of internal control and management information systems through discussions with management and the external auditor to ensure that Cerrado maintains:
- (a) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Cerrado's transactions;
 - (b) effective internal control systems; and
 - (c) adequate processes for assessing the risk of material misstatement of the financial statements and for detecting control weaknesses or fraud. From time to time the Committee will assess whether a formal internal audit department is necessary or desirable having regard to the size and stage of development of Cerrado at any particular time.
- 4.9 Satisfy itself that management has established adequate procedures for the review of Cerrado's disclosure of financial information extracted or derived from Cerrado's financial statements.
- 4.10 Satisfy itself that management has periodically assessed the adequacy of internal controls, systems and procedures in order to ensure compliance with regulatory requirements and recommendations.
- 4.11 Review and discuss Cerrado's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities.
- 4.12 Review and assess, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of Cerrado's risk management policies and procedures with regard to identification of Cerrado's principal risks and implementation of appropriate systems to manage such risks, including an assessment of the adequacy of insurance coverage maintained by Cerrado.
- 4.13 Review and assess annually, and in the Committee's discretion make recommendations to the Board regarding, Cerrado's investment policy.
- 4.14 Review and discuss with the Chief Executive Officer and the Chief Financial Officer, or those officers who perform the duties similar to a Chief Executive Officer or Chief Financial Officer, the steps taken to complete the required certifications of the annual and interim filings with applicable securities commissions.

External Audit

- 4.15 Recommend to the Board a firm of external auditors to be engaged by Cerrado in conjunction with Management.
- 4.16 Ensure the external auditors report directly to the Committee on a regular basis.
- 4.17 Review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards.
- 4.18 Review and approve the fee, scope and timing of the audit and other related services rendered by the external auditors.
- 4.19 Review the audit plan of the external auditors prior to the commencement of the audit.

- 4.20 Establish and maintain a direct line of communication with Cerrado's external and internal auditors.
- 4.21 Meet in camera with only the auditors, with only management, and with only the members of the Committee.
- 4.22 Review the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditor's team.
- 4.23 Oversee the work of the external auditors appointed by the shareholders of Cerrado with respect to preparing and issuing an audit report or performing other audit, review or attest services for Cerrado, including the resolution of issues between management of Cerrado and the external auditors regarding financial disclosure.
- 4.24 Review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of Cerrado, and the ramifications of their use as well as any other material changes. Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences.
- 4.25 Discuss with the external auditors their perception of Cerrado's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review, and availability of records, data and other requested information and any recommendations with respect thereto.
- 4.26 Review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board.
- 4.27 Review annually a report from the external auditors in respect of their internal quality- control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues.

Associated Responsibilities

- 4.28 Direct Cerrado to establish a satisfactory procedure for the receipt, retention and follow- up of complaints received by Cerrado regarding accounting, internal accounting controls, or auditing matters, which will include a satisfactory procedure for the confidential, submission of concerns by employees of Cerrado regarding accounting, internal accounting controls, or auditing matters.
- 4.29 Monitor and periodically review the Whistle Blower Policy and associated procedures for:
 - (a) the receipt, retention and treatment of complaints received by Cerrado regarding accounting, internal accounting controls or auditing matters;
 - (b) the confidential submission by directors, officers and employees of Cerrado of concerns regarding questionable accounting or auditing matters; and
 - (c) any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure, or violations of Cerrado's Code of Business Conduct & Ethics or governance policies.

- 4.30 Review and approve Cerrado's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditor of Cerrado.

Non-Audit Services

- 4.31 Pre-approve all non-audit services to be provided to Cerrado or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full audit committee at its first scheduled meeting following such pre-approval.

Oversight Function

- 4.32 While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Cerrado's financial statements are complete and accurate or are in accordance with IFRS and applicable rules and regulations. These are the responsibilities of Management and the external auditors. The Committee, the Chair and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of Cerrado, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of Cerrado's financial information or public disclosure.
- 4.33 In exercising their powers and discharging their duties under this charter and applicable law, each member of the Audit Committee must (i) act honestly and in good faith with a view to the best interests of Cerrado and (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 4.34 Each member of the Audit Committee will be entitled to reasonable reliance, or reliance in good faith, on:
- financial statements of Cerrado represented to the member of the Committee by an officer of Cerrado or in a written report of the external auditor of Cerrado to reflect fairly the financial condition of Cerrado;
 - Cerrado's disclosure compliance system and on Cerrado's officers, employees and others whose duties would in the ordinary course have given them knowledge of the relevant facts; and
 - a report, statement or opinion of an expert, being a person or company whose profession gives authority to a statement made in a professional capacity by the person or company including, without limitation, an accountant, actuary, appraiser, auditor, engineer, financial analyst, geologist or lawyer.

5. REPORTING

- 5.1 The Chair will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for

inclusion in the management proxy circular. The Corporate Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

6. ACCESS TO INFORMATION AND AUTHORITY

- 6.1 The Committee will be granted unrestricted access to all information regarding Cerrado and all directors, officers and employees will be directed to cooperate as requested by members of the Committee. The Committee has the authority to retain, at Cerrado's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities. The Committee also has the authority to communicate directly with internal and external auditors.

7. REVIEW OF CHARTER

- 7.1 The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

SCHEDULE "B"
AMENDED AND RESTATED OMNIBUS INCENTIVE PLAN

CERRADO GOLD INC.
(THE "CORPORATION")

AMENDED AND RESTATED
OMNIBUS INCENTIVE PLAN

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**CERRADO GOLD INC.
AMENDED AND RESTATED OMNIBUS INCENTIVE PLAN**

The omnibus incentive plan was first approved by shareholders of Cerrado Gold Inc. (the "**Corporation**") on November 23, 2020. This amended and restated omnibus incentive plan amends and restates the plan in its entirety as of the Effective Date.

**ARTICLE 1
INTERPRETATION**

Section 1.1 Definitions

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"Account" means an account maintained for each Participant on the books of the Corporation which will be credited with Awards in accordance with the terms of this Plan;

"Affiliates" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

"Associate", where used to indicate a relationship with a Participant, means (i) any domestic partner of that Participant and (ii) the spouse of that Participant and that Participant's children, as well as that Participant's relatives and that Participant's spouse's relatives, if they share that Participant's residence;

"Award" means any of an Option, RSU, or DSU granted to a Participant pursuant to the terms of the Plan;

"Blackout Period" means a period of time during which (i) trading in securities of the Corporation is restricted in accordance with any policies or determinations of the Corporation; or (ii) the Corporation has determined that one or more Participants may not trade in securities of the Corporation because they may be in possession of undisclosed material information (as defined under applicable securities laws);

"Board" has the meaning ascribed thereto in Section 2.2(1) hereof;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Toronto, Ontario for the transaction of banking business;

"Canadian Participant" means a Participant who (a) is resident in Canada for the purposes of the Tax Act or is otherwise subject to taxation under the Tax Act in respect of any Award granted under this Plan, and (b) is granted an Award in respect of, in the course of, or by virtue of such Participant's "office or employment" within the meaning of the Tax Act.

"Cash Equivalent" means, as applicable: (i) the amount of money equal to the Market Value multiplied by the number of vested RSUs in the Participant's Account, net of any applicable taxes in accordance with Section 8.2, on the RSU Redemption Date; or (ii) the amount of money equal to the Market Value multiplied by the number of vested DSUs in the Participant's Account, net of any applicable taxes in accordance with Section 8.2, on the DSU Entitlement Date;

"Cause" has the meaning ascribed thereto in Section 6.2(1) hereof;

"Change of Control" means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

- (a) any transaction (other than a transaction described in clause (c) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's equity incentive plans;
- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;
- (c) the sale, lease, exchange, license or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Corporation or any of its subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;
- (d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or
- (e) individuals who, on the Effective Date, are members of the Board (the **"Incumbent Board"**) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board;

"Consultant" means a person, other than an employee, executive officer or director of the Corporation or a Subsidiary, that provides ongoing services to the Corporation, and includes for an individual Consultant, a corporation of which the individual Consultant is an employee or shareholder, or a partnership of which the individual Consultant is an employee or partner;

"Consulting Agreement" means, with respect to any Participant, any written consulting agreement between the Corporation or a Subsidiary and such Participant;

"Corporation" means Cerrado Gold Inc., a corporation existing under the *Business Corporations Act* (Ontario) as amended from time to time;

"Dividend Equivalent" means a cash credit equivalent in value to a dividend paid on a Share credited to a Participant's Account;

"DSU" means a deferred share unit credited by means of a bookkeeping entry on the books of the Corporation, as specified by the Board, to a Participant's Account which is granted in accordance with Section 5 and administered in accordance with the terms and conditions of the Plan and the Agreement, the value of which on a particular date shall be equal to the Market Value of the Shares;

"DSU Agreement" means, a written letter agreement between the Corporation and a Participant evidencing the grant of DSU's and the terms and conditions thereof, substantially in the form of Exhibit E;

"DSU Redemption Notice" has the meaning ascribed thereto in Section 5.4(1) hereof;

"Effective Date" has the meaning ascribed thereto in Section 8.12 hereof

"Eligibility Date" the effective date on which a Participant becomes eligible to receive long-term disability benefits (provided that, for greater certainty, such effective date shall be confirmed in writing to the Corporation by the insurance company providing such long-term disability benefits);

"Eligible Participants" means (a) in respect of a grant of Options, any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries, and (b) in respect of a grant of RSUs or DSUs, any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries other than Persons retained to provide Investor Relations Activities

"Employment Agreement" means, with respect to any Participant, any written employment agreement between the Corporation or a Subsidiary and such Participant;

"Exchange" means the TSXV or, if the Shares are not listed and posted for trading on the TSXV at a particular date, such other stock exchange or trading platform upon which the Shares are listed and posted for trading and which has been designated by the Board;

"Exercise Notice" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Award, if applicable;

"Grant Agreement" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a RSU Agreement, an Employment Agreement or a Consulting Agreement;

"Insider" means a "reporting insider" as defined in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions* and includes Associates and affiliates (as such term is defined in Part 1 of the TSXV Company Manual) of such "reporting insider";

"Investor Relations Activities" has the meaning attributed thereto in the rules and policies of the TSXV as amended from time to time;

"Management Company Employees" means an individual employed by a Person providing management services to the Corporation which are required for the on-going successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;

"Market Value" means at any date when the market value of Shares is to be determined, (i) if the Shares are listed on the TSXV, the closing price of the Shares on the TSXV for the Trading Session on the day prior to the relevant time as it relates to an Award; (ii) if the Shares are not listed on the TSXV, then as calculated in paragraph (i) by reference to the price on any other stock exchange

on which the Shares are listed (if more than one, then using the exchange on which a majority of trading in the Shares occurs); or (iii) if the Shares are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith and such determination shall be conclusive and binding on all Persons;

"Non-Employee Director" means a member of the Board of Directors who is not otherwise an employee or executive officer of the Corporation or a Subsidiary;

"Notice of RSU Redemption" means a notice in the form attached as Exhibit D to this Plan that may be delivered by a Participant to the Corporation as specified in Section 4 hereof, pursuant to which the Participant may, subject to the terms of the applicable RSU Agreement, request a redemption of all or a portion of the Participant's vested RSUs during a Restriction Period;

"Option" means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof;

"Option Agreement" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Exhibit A;

"Option Price" has the meaning ascribed thereto in Section 3.2 hereof;

"Option Term" has the meaning ascribed thereto in Section 3.4 hereof;

"Outstanding Issue" means the number of Shares that are outstanding as at a specified time, on a non- diluted basis;

"Participants" means Eligible Participants that are granted Awards under the Plan;

"Performance Criteria" means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award;

"Performance Period" means the period determined by the Board at the time any Award is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Award are to be measured;

"Person" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

"Plan" means this Cerrado Gold Inc. Amended and Restated Omnibus Incentive Plan, including any amendments or supplements hereto made after the effective date hereof;

"Plan Limit" has the meaning ascribed thereto in Section 2.4(1)(b).

"Redemption Date" has the meaning ascribed thereto in Section 4.5(1);

"Restriction Period" means the period determined by the Board pursuant to Section 4.4 hereof;

"RSU" or "Restricted Share Unit" means a right awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

"RSU Agreement" means a written agreement between the Corporation and a Participant evidencing the grant of RSUs and the terms and conditions thereof, a form of which is attached hereto as Exhibit C;

"RSU Outside Expiry Date" has the meaning ascribed thereto in Section 4.5(6);

"Shares" means the common shares in the share capital of the Corporation;

"Share Compensation Arrangement" means a stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury, including a share purchase from treasury by a full-time employee, director, officer, Insider, or Consultant which is financially assisted by the Corporation or a Subsidiary by way of a loan, guarantee or otherwise;

"Stock Exchange" means the TSXV or if the Shares are not listed or posted for trading on any of such stock exchanges at a particular date, any other stock exchange on which the majority of the trading volume and value of the Shares are listed or posted for trading;

"Subsidiary" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

"Tax Act" means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

"Tax Obligations" means the aggregate amount of all withholdings, source deductions and similar amounts required under any governing tax law with respect to the redemption of a RSU, including amounts funded by the Corporation on behalf of previous withholding tax, source deduction or similar payments and owed by the Participant to the Corporation, as applicable (which Tax Obligations are to be determined by the Corporation in its sole discretion);

"Termination Date" means (i) in the event of a Participant's resignation, the date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Corporation or one of its Subsidiaries and (ii) in the event of the termination of the Participant's employment, or position as director, executive or officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be, and (c) in the event of a Participant's death, the date of death, provided that, in all cases, in applying the provisions of this Plan to DSUs granted to a Canadian Participant, the "Termination Date" shall be the latest date on which the Participant is neither a director, executive officer or employee of the Corporation or of any affiliate of the Corporation (where "affiliate" has the meaning ascribed thereto by the Canada Revenue Agency for the purposes of paragraph 6801(d) of the regulations made under the Tax Act);

"Termination of Service" means that a Participant has ceased to be an Eligible Participant;

"Trading Session" means a trading session on a day which the applicable Stock Exchange is open for trading;

"TSXV" means the TSXV Venture Exchange;

"US Tax Code" means the United States' Internal Revenue Code of 1986, as amended;

"US Taxpayer" means a Participant who is a US citizen, US permanent resident or other person who is subject to taxation on their income under the US Tax Code; and

"Vested Awards" has the meaning described thereto in Section 6.2(5) hereof.

Section 1.2 Interpretation

- (1) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion or authority, as the case may be, of the Board.
- (2) The provision of a table of contents, the division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.
- (3) In this Plan, words importing the singular shall include the plural, and vice versa and words importing any gender include any other gender.
- (4) The words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation". As used herein, the expressions "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.
- (5) Unless otherwise specified in the Participant's Grant Agreement, all references to money amounts are to Canadian currency.
- (6) For purposes of this Plan, the legal representatives of a Participant shall only include the administrator, the executor or the liquidator of the Participant's estate or will.
- (7) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2 PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

Section 2.1 Purpose of the Plan

The purpose of the Plan is to permit the Corporation to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

- (a) to increase the interest in the Corporation's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation or a Subsidiary are necessary or essential to its success, image, reputation or activities;
- (c) to reward Participants for their performance of services while working for the Corporation or a Subsidiary; and
- (d) to provide a means through which the Corporation or a Subsidiary may attract and retain able Persons to enter its employment or service.

Section 2.2 Implementation and Administration of the Plan

- (1) The Plan shall be administered and interpreted by the **Board** or, if the Board by resolution so decides, by a committee or plan administrator appointed by the Board. If such committee or plan

administrator is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee or plan administrator. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.

- (2) Subject to Article 7 and any applicable rules of a Stock Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.
- (3) Subject to the provisions of this Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operations of the Plan as it may deem necessary or advisable. The Board may delegate to officers or managers of the Corporation, or committees thereof, the authority, subject to such terms as the Board shall determine, to perform such functions, in whole or in part. Any such delegation by the Board may be revoked at any time at the Board's sole discretion. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board, or by any officer, manager, committee or any other Person to which the Board delegated authority to perform such functions, shall be final and binding on the Corporation, its Subsidiaries and all Eligible Participants.
- (4) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board or and any person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.
- (5) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

Section 2.3 Participation in this Plan

- (1) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant of an Award, the exercise of an Option or transactions in the Shares or otherwise in respect of participation under the Plan. Neither the Corporation, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.
- (2) Participants (and their legal representatives) shall have no legal or equitable right, claim, or interest in any specific property or asset of the Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise

determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

- (3) Unless otherwise determined by the Board, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.
- (4) The Board may only grant Awards to an Employee, Consultant or Management Company Employee if such Employee, Consultant or Management Company Employee is a *bona fide* Employee, Consultant or Management Company Employee of the Corporation or a subsidiary of the Corporation, as the case may be.

Section 2.4 Shares Subject to the Plan

- (1) Subject to adjustment pursuant to Article 7 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:
 - (a) the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Shares.
 - (b) Subject to adjustment pursuant to provisions of Article 7 hereof, the total number of Shares which may be reserved and available for grant and issuance pursuant to Options, RSUs, DSUs and any other Share Compensation Arrangement may not exceed **[15,265,467]** (the "**Plan Limit**"). Shares of the Corporation covered by Awards that are settled by the Corporation in Shares shall not be available for grant again under the Plan unless approval of the Plan Limit is received by the TSXV and shareholders in accordance with Section 7.3.
- (2) No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above-noted total numbers of Shares reserved for issuance pursuant to the settlement of Awards.
- (3) If an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised or settled in full, or if Shares acquired pursuant to an Award subject to forfeiture are forfeited, the Shares covered by such Award, if any, will again be available for issuance under the Plan. Shares will not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash.

Section 2.5 Limits with Respect to Insiders, Individual Limits, Annual Grant Limits and Non-Employee Director Limits

- (1) The maximum number of the Corporation's Awards issuable to Insiders, within any one-year period, under the Plan, or when combined with all of the Corporation's other Share Compensation Arrangement, cannot exceed ten percent (10%) of the Corporation's total issued and outstanding Shares.
- (2) Any Award granted pursuant to the Plan and any other Share Compensation Arrangement, prior to a Participant becoming an Insider, shall be excluded from the purposes of the limit set out in Section 2.5(1).
- (3) The maximum number of Shares that may be made issuable pursuant to Awards made to any Eligible Participant under the Plan together with any other Share Compensation Arrangement shall not exceed 5% of the issued and outstanding Shares on the grant date or within any 12-month period.

- (4) The aggregate number of Awards to any one Eligible Participant that is a Consultant of the Corporation in any 12-month period must not exceed 2% of the issued Shares calculated at the first such grant date.
- (5) The aggregate number of Options to all Persons retained to provide Investor Relations Activities must not exceed 2% of the issued Shares in any 12-month period calculated at the first such grant date (and including any Eligible Participant that performs Investor Relations Activities and/or whose role or duties primarily consist of Investor Relations Activities); and
- (6) Options granted to any Person retained to provide Investor Relations Activities must vest in a period of not less than 12-months from the date of grant and with no more than 25% of the Options vesting in any three month period notwithstanding any other provision of this Plan.
- (7) RSUs and DSUs may not be granted to Consultants performing Investor Relations Activities.
- (8) The Board may make Awards to Non-Employee Directors under the Plan provided that:
 - (a) the annual grant of Awards under this Plan to any one Non-Employee Director shall not exceed \$150,000 in value (based on a Black-Scholes calculation or such other similar and acceptable methodology, applied consistently and appropriately as determined by the Board), of which no more than \$100,000 may comprise Options; and
 - (b) the maximum number of Shares that may be made issuable pursuant to Awards made to all Non-Employee Directors within any one-year period shall not exceed 1% of the Outstanding Issue (as of the commencement of such one-year period).

Section 2.6 Granting of Awards

Any Award granted under the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant of such Awards or exercise of any Option or the issuance or purchase of Shares thereunder, if applicable, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

ARTICLE 3 OPTIONS

Section 3.1 Nature of Options

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

Section 3.2 Option Awards

- (1) Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**") and the relevant vesting provisions (including Performance Criteria, if

applicable) and the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of the Exchange. For Options granted to employees, management company employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in section 1.2 of Policy 4.4 – *Incentive Stock Options* of the Corporate Finance Manual of the TSXV), as the case may be.

- (2) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options. Notwithstanding the foregoing, Options granted to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months with no more than one-quarter (1/4) of the Options vesting in any three month period. No acceleration of the vesting provisions of Options granted to Persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the TSXV.

Section 3.3 Option Price

The Option Price for Shares that are the subject of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Value of such Shares at the time of the grant.

Section 3.4 Option Term

The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date the Option is granted ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options. Unless otherwise determined by the Board, all unexercised Options shall be cancelled, without any compensation, at the expiry of such Options. Notwithstanding the expiration provisions hereof, if the date on which an Option Term expires falls within a Blackout Period, the expiration date of the Option will be the date that is ten (10) Business Days after the Blackout Period Expiry Date. Notwithstanding anything else herein contained, the ten (10) Business Day period referred to in this Section 3.4 may not be further extended by the Board.

Section 3.5 Exercise of Options

Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, any exercise of Options by a Participant shall be made in accordance with the Corporation's insider trading policy. The Corporation shall not issue any Shares to a Participant prior to the Corporation being satisfied in its sole discretion that all applicable taxes under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular Option.

Section 3.6 Method of Exercise and Payment of Purchase Price

- (1) Subject to the provisions of the Plan, an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering a fully completed Exercise Notice, a form of which is attached hereto as Exhibit B, to the Corporation at its registered office to the attention of the Corporate Secretary of the Corporation (or the individual that the Corporate Secretary of the Corporation may from time to time designate) or give notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment, by cash, certified cheque, bank draft or any other form of payment deemed acceptable

by the Board of the purchase price for the number of Shares specified therein and, if required by Section 8.2, the amount necessary to satisfy any taxes.

- (2) Upon the exercise, the Corporation shall, as soon as practicable after such exercise but no later than ten (10) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares either to:
 - (a) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
 - (b) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice to be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.

Section 3.7 Option Agreements

Options shall be evidenced by an Option Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine. The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 4 RESTRICTED SHARE UNITS

Section 4.1 Nature of RSUs

An RSU is an Award in the nature of a bonus for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Participant to acquire Shares pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant, unless such RSU expires prior to being settled. Vesting conditions may, without limitation, be based on continuing employment (or other service relationship) and/or achievement of Performance Criteria.

Section 4.2 RSU Awards

- (1) The Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs under the Plan, (ii) fix the number of RSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs shall be granted, (iii) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and Restriction Period of such RSUs, and (iv) any other terms and conditions applicable to the granted RSUs, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any RSU Agreement.
- (2) All RSUs granted herein shall vest in accordance with the terms of the RSU Agreement entered into in respect of such RSUs.
- (3) Subject to the vesting and other conditions and provisions in this Plan and in the RSU Agreement, the Board shall determine whether each RSU awarded to a Participant shall entitle the Participant:

(i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; to receive a combination of cash and Shares; or, (iii) to elect to receive either one Share from treasury or the Cash Equivalent of one Share, in each case less any applicable withholding taxes. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any RSU, and, notwithstanding any discretion exercised by the Board to settle any RSU, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

Section 4.3 RSU Agreements

- (1) The grant of a RSU by the Board shall be evidenced by a RSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. Such RSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board, on the recommendation of the Committee, deems appropriate for inclusion in a RSU Agreement. The provisions of the various RSU Agreements issued under this Plan need not be identical.
- (2) The RSU Agreement shall contain such terms that the Corporation considers necessary in order that the RSU will comply with any provisions respecting restricted share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

Section 4.4 Vesting and Restriction Period

- (1) The Board shall have sole discretion to determine if any Performance Criteria and/or other vesting conditions with respect to a RSU, and as contained in the RSU Agreement governing such RSU, have been met and shall communicate to a Participant as soon as reasonably practicable when any such applicable Performance Criteria has been satisfied.
- (2) The Board shall determine, and shall evidence in the applicable RSU Agreement, the period during which a vested RSU may be redeemed by either the Corporation or the Participant, and may determine the maximum period, during which any vested RSU may remain outstanding prior to settlement (the "**Restriction Period**"), provided however that the Restriction Period shall not extend beyond the Share Unit Outside Expiry Date.

Section 4.5 Redemption / Settlement of RSUs

- (1) Subject to the terms of the applicable RSU Agreement (including confirmation satisfaction of any Performance Criteria, which shall be at the sole discretion of the Corporation), vested RSUs may be redeemed by a Participant, in whole or in part, at any time on or prior to the end of the Restriction Period, upon delivery of a Notice of RSU Redemption to the Corporation in the form attached hereto as Exhibit D. The Notice of RSU Redemption shall specify the date upon which such vested RSUs shall be redeemed, which date shall be no later than the end of the Restriction Period (the "**Redemption Date**").
- (2) Upon receipt by the Corporation of a Notice of RSU Redemption, the Corporation shall redeem the RSUs on the Redemption Date and shall satisfy the redemption, as soon as reasonably practicable, by: (i) issuing from treasury one Share for each full RSU to be redeemed; (ii) issuing the Cash Equivalent of one Share for each full RSU to be redeemed; or (iii) issuing a combination of cash and Shares, (subject to the satisfaction of any applicable withholding tax under Section 8.2.). For greater certainty, the Corporation shall not issue any Shares or Cash Equivalent to a Participant in satisfaction of the redemption of a RSU prior to the Corporation being satisfied in its sole discretion

that all applicable taxes under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular RSU.

- (3) Notwithstanding Section 4.5(2), the Participant will have the ability to elect in its Notice of RSU Redemption to redeem such portion (and only such portion) of its vested RSUs on the Redemption Date for a cash amount equal to the Tax Obligations associated with aggregate number of RSUs to be redeemed (the "**Tax Obligations Cash Portion**") in lieu of receiving Shares for such RSUs. For greater certainty, the Corporation may, at its discretion, satisfy the redemption of all or any portion of vested RSUs by payment of the Cash Equivalent in the absence of a unilateral election by the Participant in its Notice of RSU Redemption.
- (4) Notwithstanding Sections 4.5(1) to (3), the Corporation shall be entitled to redeem any vested RSUs on or prior to the end of the Restriction Period and to establish the applicable Redemption Date, subject to the terms of any applicable RSU Agreement. Subject to the terms of the applicable RSU Agreement, if the Corporation proposes to redeem a Participant's vested RSUs, it shall first provide notice to the Participant at least five (5) days prior to the proposed redemption indicating the proposed Redemption Date, during which time the Participant will be entitled to exercise its rights in Section 4.5(1) to complete and deliver to the Corporation a Notice of RSU Redemption in respect of such RSUs (provided that the Participant will not be entitled to select in such Notice of RSU Redemption a Redemption Date that is different from the Redemption Date otherwise specified by the Corporation). If the Participant does not deliver a Notice of RSU Redemption to the Corporation prior to the proposed Redemption Date, the Corporation shall redeem such RSUs on the Redemption Date and deliver the applicable number of Shares to the Participant as soon as reasonably practicable, subject to the satisfaction of any applicable withholding tax under Section 8.2.
- (5) Settlement of RSUs shall take place through:
 - (a) in the case of settlement of RSUs for their Cash Equivalent, delivery to the Participant of a cheque to the Participant representing the Cash Equivalent.
 - (b) in the case of a settlement of RSUs for Shares, delivery to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) of a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive, subject to satisfaction of any applicable withholding tax under Section 8.2;
 - (c) in the case of Shares issued in uncertificated form, issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive, subject to satisfaction of any applicable withholding tax under Section 8.2, to be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;
 - (d) in the case of a settlement of the RSUs as a combination of Shares and Cash Equivalent, a combination of (a), (b), and (c) above; and
 - (e) in the case where the Corporation or Participant (in accordance with Section 4.5(3)) will be receiving the Cash Equivalent to settle all or a portion of its RSUs (as determined by the Board or as elected by the Participant), the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 7.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation pursuant to Section 8.2 and the Corporation shall deliver any excess cash after making the necessary remittances as soon as reasonable

practicable. In the event that the cash portion payable to settle a Participant's RSUs in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 7.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.

- (6) Notwithstanding any other provision in this Article 4, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any RSUs later than December 15th of the third (3rd) calendar year following the end of the calendar year in respect of which such RSU is granted (the “**RSU Outside Expiry Date**”).

Section 4.6 Determination of Amounts

- (1) For purposes of determining any Cash Equivalent, such calculation will be made on the Redemption Date based on the Market Value on such date multiplied by the number of vested RSUs in the Participant's Account that the Participant has elected in a Notice of RSU Redemption to be settled in cash, or that the Board has determined in their sole discretion shall be settled in cash.
- (2) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon settlement of RSUs pursuant to Section 4.5, such calculation will be made on the Redemption Date based on the whole number of Shares equal to the whole number of vested RSUs then recorded in the Participant's Account less: (i) any RSUs that a Participant has elected in a Notice of RSU Redemption to be settled in the Cash Equivalent; (ii) and, any RSUs that will be settled in the Cash Equivalent as the Board has determined, pursuant to its sole discretion and authority under the Plan,

Section 4.7 Award of Dividend Equivalents

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of unvested RSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional RSUs, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of RSUs in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of one Share calculated on the date that dividends are paid. Any additional RSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting and Restriction Periods) as the RSUs in respect of which such additional RSUs are credited.

In the event that the Participant's applicable RSUs do not vest, all Dividend Equivalents, if any, associated with such RSUs will be forfeited by the Participant and returned to the Corporation's account. For greater certainty, any additional RSUs issued as Dividend Equivalents will be included in calculating the Award limits set out in Article 2, and subject to the terms and conditions of Article 2.

ARTICLE 5 DEFERRED SHARE UNITS

Section 5.1 Nature of DSUs

A DSU is an Award in the nature of a bonus for services rendered, or for future services to be rendered, and that, upon settlement, entitles the Participant to Shares, the Cash Equivalent of Shares, or a

combination of both Cash Equivalent and shares, pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant.

Section 5.2 DSU Awards

- (1) The Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive DSUs under the Plan, (ii) fix the number of DSUs, if any, to be granted to each Eligible Participant and the date or dates on which such DSUs shall be granted, (iii) determine the relevant conditions and/or Restriction Periods of such DSUs, and (iv) any other terms and conditions applicable to the granted DSUs, which need not be identical and which, without limitation, may include non-competition and reimbursement or claw-back compensation provisions, subject to the terms and conditions prescribed in this Plan and in any DSU Agreement.
- (2) All DSUs granted herein shall vest in accordance with the terms of the DSU Agreement entered into in respect of such DSUs.
- (3) Subject to the vesting and other conditions and provisions in this Plan and in the DSU Agreement, the Board shall determine whether each DSU awarded to a Participant shall entitle the Participant: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; to receive a combination of cash and Shares; or, (iii) to elect to receive either one Share from treasury or the Cash Equivalent of one Share, in each case less any applicable withholding taxes. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any DSU, and, notwithstanding any discretion exercised by the Board to settle any DSU, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

Section 5.3 DSU Agreements

- (1) The grant of a DSU by the Board shall be evidenced by a DSU Agreement in substantially the form attached hereto as Exhibit E, such form not inconsistent with the Plan as the Board may from time to time determine. Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions imposed by the Board in its sole discretion, including but not limited to, vesting provisions, performance criteria, or any other terms and conditions deemed appropriate. The provisions of the various DSU Agreements issued under this Plan need not be identical.
- (2) Each DSU Agreement shall contain such terms that the Corporation considers necessary in order that the DSUs will comply with any provisions respecting deferred share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the DSUs shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the Tax Act by reason of the exemption in paragraph 6801(d) of the regulations made under the Tax Act) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

Section 5.4 Redemption / Settlement of DSUs

- (1) Each Participant shall be entitled to redeem their DSUs by providing written notice of settlement to the Corporation setting out the number of DSUs to be settled and the particulars regarding the registration of the Shares issuable upon settlement or payment of the Cash Equivalent (the "**DSU Redemption Notice**"). In the event of the death of a Participant, the DSU Redemption Notice shall be filed by the liquidator, executor, or administrator, as the case may be, of the estate of the Participant.

- (2) Each Participant may elect up to 5 separate dates (each such date being an “**Entitlement Date**”) as of which either a portion (specified as a whole percentages or a number of DSUs) or all of the value of DSUs credited to the Participant’s Account, as adjusted pursuant to Section 8.2, can be redeemed by the Participant. The Entitlement Date(s) must be specified in writing and filed by the Participant, or by the liquidator, executor, or administrator, as the case may be, of the estate of the Participant on their DSU Redemption Notice.
- (3) Subject to any conditions imposed by the Board in the DSU Agreement, each Entitlement Date selected by the Participant shall not be until the later of (i) 15 days after the date on which the election is filed with the Corporation and (ii) 30 days after the Participant’s Termination Date and shall not be later than December 15 of the calendar year commencing immediately after the Participant’s Termination Date.
- (4) If a DSU Redemption Notice is not received by the Corporation on or before the 90th day following the Termination Date, the Participant shall be deemed to have delivered a DSU Redemption Notice and the Corporation shall redeem all of the Participants DSUs in exchange for Shares, the Cash Equivalent, or a combination of cash and Shares, at the Corporation’s sole discretion, to be delivered to the Participant, liquidator, executor or administrator of the Participant’s estate, as applicable.
- (5) Subject to Section 5.4(4), settlement of DSUs shall take place as soon as reasonably practicable, by: (i) issuing from treasury one Share for each full RSU to be redeemed; (ii) issuing the Cash Equivalent of one Share for each full RSU to be redeemed; or (iii) issuing a combination of cash and Shares, (subject to the satisfaction of any applicable withholding tax under Section 8.2.). For greater certainty, the Corporation shall not issue any Shares or Cash Equivalent to a Participant in satisfaction of the redemption of a RSU prior to the Corporation being satisfied in its sole discretion that all applicable taxes under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular RSU.
- (6) Settlement of DSUs shall take place through:
 - (a) in the case of settlement of DSUs for their Cash Equivalent, delivery to the Participant of a cheque to the Participant representing the Cash Equivalent.
 - (b) in the case of a settlement of DSUs for Shares, delivery to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) of a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive, subject to satisfaction of any applicable withholding tax under Section 8.2;
 - (c) in the case of Shares issued in uncertificated form, issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive, subject to satisfaction of any applicable withholding tax under Section 8.2, to be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;
 - (d) in the case of a settlement of the DSUs as a combination of Shares and Cash Equivalent, a combination of (a), (b), and (c) above; and
 - (e) in the case where the Corporation will be receiving the Cash Equivalent to settle all or a portion of its RSUs (as determined by the Board or as elected by the Participant), the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may

be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation pursuant to Section 8.2 and the Corporation shall deliver any excess cash after making the necessary remittances as soon as reasonable practicable. In the event that the cash portion payable to settle a Participant's RSUs in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 8.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.

- (7) Notwithstanding any other provision of this Plan, in the event that (i) a DSU Redemption Notice is received during a Black-Out Period or other trading restriction imposed by the Corporation; or (ii) the Eligible Director has not delivered a DSU Redemption Notice and the 90th day following the Termination Date falls during a Black-Out Period or other trading restriction imposed by the Corporation, then settlement of the applicable DSUs shall be automatically extended to the tenth (10th) Business Day following the date that such Black-Out Period or other trading restriction is lifted, terminated or removed.
- (8) In any event and notwithstanding any other provision of the Plan, all amounts payable to, or in respect of, a Participant under the Plan shall be paid on or before December 31 of the year commencing immediately after the year in which the Participant's Termination Date occurred.

Section 5.5 Determination of Amounts

- (1) For purposes of determining any Cash Equivalent, such calculation will be made on the Entitlement Date based on the Market Value on such date multiplied by the number of vested DSUs in the Participant's Account that the Participant has elected in a Notice of Redemption to be settled in cash, or that the Board has determined in their sole discretion shall be settled in cash.
- (2) For the purposes of determining the number of Shares to be issued delivered to a Participant upon settlement of DSUs pursuant to Section 5.4, such calculation will be made on the date of the Entitlement Date based on whole number of Shares equal to the whole number of DSUs then recorded in the Participant's Account less: (i) any DSUs that a Participant has elected in a Notice of Redemption to be settled in the Cash Equivalent; (ii) and, any DSUs that will be settled in the Cash Equivalent as the Board has determined, pursuant to its sole discretion and authority under the Plan.
- (3) Shares issued from treasury, the Cash Equivalent, or a combination of cash and Shares issued to the Participant will be issued in consideration for the past services of the Participant to the Corporation and the entitlement of the Participant under this Plan shall be satisfied in full by such issuance.

Section 5.6 Award of Dividend Equivalents

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of unvested DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional DSUs, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of DSUs in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of one Share calculated on the date that dividends are paid. Any additional DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting and Restriction Periods) as the DSUs in respect of which such additional DSUs are credited.

In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant and returned to the Corporation's account. For greater certainty, any additional DSUs issued as Dividend Equivalents will be included in calculating the Award limits set out in Article 2, and subject to the terms and conditions of Article 2.

ARTICLE 6 GENERAL CONDITIONS

Section 6.1 General Conditions Applicable to Awards

Each Award, as applicable, shall be subject to the following conditions:

- (1) **Vesting Period.** Each Award granted hereunder shall vest in accordance with the terms of the Grant Agreement entered into in respect of such Award. The Board has the right to accelerate the date upon which any Award becomes exercisable notwithstanding the vesting schedule set forth for such Award, regardless of any adverse or potentially adverse tax consequence resulting from such acceleration.
- (2) **Employment.** Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Affiliates in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.
- (3) **Grant of Awards.** Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Participant does not confer upon any Eligible Participant the right to receive nor preclude such Eligible Participant from receiving any additional Awards at any time. The extent to which any Eligible Participant is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship or employment with the Corporation or any Subsidiary.
- (4) **Rights as a Shareholder.** Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.
- (5) **Conformity to Plan.** In the event that an Award is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.

- (6) **Non-Transferrable Awards.** Each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of the deceased Participant. No Award granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of on pain of nullity.
- (7) **Participant's Entitlement.** Except as otherwise provided in this Plan or unless the Board permits otherwise, upon any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.

Section 6.2 General Conditions Applicable to Options

Each Option shall be subject to the following conditions:

- (1) **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "Cause" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.
- (2) **Termination not for Cause.** Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Corporation or a Subsidiary being terminated without Cause, (i) any unvested Option granted to such Participant shall terminate and become void immediately and (ii) any vested Option granted to such Participant may be exercised by such Participant. Unless otherwise determined by the Board, in its sole discretion, such Option shall only be exercisable within the earlier of ninety (90) days after the Termination Date, or the expiry date of the Award set forth in the Grant Agreement, after which the Option will expire; provided however that any unvested Options held by an Eligible Participant will expire no later than twelve (12) months following a Participant ceasing to be an Eligible Participant.
- (3) **Resignation.** Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Corporation or a Subsidiary, (i) each unvested Option granted to such Participant shall terminate and become void immediately upon resignation and (ii) each vested Option granted to such Participant will cease to be exercisable on the earlier of ninety (90) days following the Termination Date and the expiry date of the Option set forth in the Grant Agreement, after which the Option will expire.
- (4) **Permanent Disability/Retirement.** Upon a Participant ceasing to be an Eligible Participant by reason of retirement or permanent disability, (i) any unvested Option shall terminate and become void immediately, and (ii) any vested Option will cease to be exercisable on the earlier of the ninety (90) days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Corporation or any Subsidiary by reason of permanent disability, and the expiry date of the Award set forth in the Grant Agreement, after which the Option will expire.
- (5) **Death.** Upon a Participant ceasing to be an Eligible Participant by reason of death, any vested Option granted to such Participant may be exercised by the liquidator, executor or administrator, as the case may be, of the estate of the Participant for that number of Shares only which such Participant was entitled to acquire under the respective Options (the "**Vested Awards**") on the date of such Participant's death. Such Vested Awards shall only be exercisable within six (6) months

after the Participant's death or prior to the expiration of the original term of the Options whichever occurs earlier.

- (6) **Leave of Absence.** Upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Plan shall be terminated, provided that all vested Options in the Participant's Account shall remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board at its sole discretion.

Section 6.3 General Conditions Applicable to RSUs

Each RSU shall be subject to the following conditions:

- (1) **Termination for Cause and Resignation.** Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in the Plan shall be terminated immediately, all RSUs credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested RSUs shall be forfeited and cancelled on the Termination Date.
- (2) **Death, Leave of Absence or Termination of Service.** Except as otherwise determined by the Board from time to time, at its sole discretion, upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, or upon a Participant ceasing to be Eligible Participant as a result of (i) death, (ii) retirement, (iii) Termination of Service for reasons other than for Cause, (iv) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability or (v) becoming eligible to receive long-term disability benefits, all unvested RSUs in the Participant's Account as of such date relating to a Restriction Period in progress shall remain outstanding and in effect pursuant to the terms of the applicable RSU Agreement, and
- (a) Notwithstanding anything to the contrary in any RSU Agreement, upon a Participant ceasing to be an Eligible Participant as a result of (i) death, (ii) retirement, (iii) Termination of Service for reasons other than for Cause, (iv) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability, any such Restriction Period shall end on the earlier of (a) the date of the end of the Restriction Period as set out in the RSU Agreement, (b) the date which is 12 months following the Termination Date, or (c) the RSU Outside Expiry Date;
- (b) If the Board determines that the vesting conditions are not met for such RSUs, then all unvested RSUs credited to such Participant's Account shall be forfeited and cancelled and the Participant's rights that relate to such unvested RSUs shall be forfeited and cancelled; and
- (c) If the Board determines that the vesting conditions are met for such RSUs, the Participant shall be entitled to receive pursuant to Section 4.5 that number of Shares equal to the number of RSUs outstanding in the Participant's Account in respect of such Restriction Period multiplied by a fraction, the numerator of which shall be the number of completed months of service of the Participant with the Corporation or a Subsidiary during the applicable Restriction Period as of the date of the Participant's death, retirement, termination or Eligibility Date and the denominator of which shall be equal to the total number of months included in the applicable Restriction Period (which calculation shall be made as of the date that the applicable RSUs are to be settled) and the Corporation shall (i) issue such number of Shares or pay the Cash Equivalent or some combination thereof to the Participant or the liquidator, executor or administrator, as the case may be, of the estate of the Participant, as soon as practicable thereafter, but no later than the end of the

Restriction Period, and (ii) debit the corresponding number of RSUs from the Account of such Participant's or such deceased Participants', as the case may be, and the Participant's rights to all other Shares that relate to such Participant's RSUs shall be forfeited and cancelled. The terms of Section 4.5 shall apply insofar as the Participant or the liquidator, executor or administrator, as the case may be, of the estate of the Participant shall be reasonably entitled to complete a Notice of Redemption and elect a RSU Cash Equivalent prior to the redemption of vested RSUs by the Corporation pursuant to this Section 6.3(2)(b).

- (3) **General.** For greater certainty, where (i) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(1) or Section 6.3(2) hereof or (ii) a Participant elects for a voluntary leave of absence pursuant to Section 6.3(2) hereof following the satisfaction of all vesting conditions in respect of particular RSUs but before receipt of the corresponding distribution or payment in respect of such RSUs, the Participant shall remain entitled to such distribution or payment.

Section 6.4 General Conditions Applicable to DSUs

Each DSU shall be subject to the following conditions:

- (1) **Termination for Cause and Resignation.** Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in the Plan shall be terminated immediately, all DSUs credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested DSUs shall be forfeited and cancelled on the Termination Date.
- (2) **Death or Termination of Service.** Except as otherwise determined by the Board from time to time, at its sole discretion, upon a Participant ceasing to be Eligible Participant as a result of (i) death, (ii) retirement, (iii) Termination of Service for reasons other than for Cause, or (iv) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability, all unvested DSUs in the Participant's Account as of such date relating to a Restriction Period in progress shall immediately vest. The terms of Section 5.4 shall apply insofar as the Participant or the liquidator, executor or administrator, as the case may be, of the estate of the Participant shall be reasonably entitled to complete a Notice of Redemption and elect a DSU Cash Equivalent.
- (3) **General.** For greater certainty, where (i) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(1) following the satisfaction of all vesting conditions in respect of particular DSUs but before receipt of the corresponding distribution or payment in respect of such DSUs, the Participant shall remain entitled to such distribution or payment.

ARTICLE 7 ADJUSTMENTS AND AMENDMENTS

Section 7.1 Adjustment to Shares Subject to Outstanding Awards

At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation, of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity

interests in a subsidiary or business unit of the Corporation or one of its subsidiaries or cash proceeds of the disposition of such a subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of any Stock Exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

- (a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;
- (b) adjustments to the number of Shares to which the Participant is entitled upon exercise of such Award; or
- (c) adjustments to the number of kind of Shares reserved for issuance pursuant to the Plan.

Section 7.2 Change of Control

- (1) In the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a take-over bid or participating in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (i) provide that any or all Options shall thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until consummation of such Change of Control, and (ii) permit Participants to conditionally exercise their vested Options, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Options shall for all purposes be deemed not to have been exercised, (ii) Shares which were issued pursuant to exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Options which vested pursuant to this Section 7.2 shall be reinstated. In the event of a Change of Control, the Board may exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding RSUs, and the date of such action shall be the Vesting Date of such RSUs.
- (2) If the Corporation completes a transaction constituting a Change of Control and within twelve (12) months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their position, employment or consulting agreement terminated, or the Participant is constructively dismissed, then (a) all unvested Options shall immediately vest and become exercisable, and remain open for exercise until the earlier of their expiry date set out in the applicable Award Agreement and for certainty in the case of Options, the date that is 90 days after such termination or dismissal, and (b) all unvested RSUs shall become vested, and the date of such Participant's Termination Date shall be deemed to be the Vesting Date.

Section 7.3 Amendment or Discontinuance of the Plan

- (1) The Board may suspend or terminate the Plan at any time, or from time to time amend or revise the terms of the Plan or any granted Award without the consent of the Participants provided that such suspension, termination, amendment or revision shall:

- (a) not adversely alter or impair the rights of any Participant, without the consent of such Participant except as permitted by the provisions of the Plan;
 - (b) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Corporation, the TSXV, or any other regulatory body having authority over the Corporation; and
 - (c) be subject to shareholder approval, including disinterested shareholder approval, where required by law or the requirements of the TSXV provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation make amendments to this Plan, including, but not limited to, the following:
 - (i) any amendment to the vesting provision, if applicable, or assignability provisions of the Awards;
 - (ii) any amendment to the expiration date of an Award that does not extend the terms of the Award past the original date of expiration of such Award;
 - (iii) any amendment regarding the effect of termination of a Participant's employment or engagement;
 - (iv) any amendment which accelerates the date on which any Option may be exercised under the Plan;
 - (v) any amendment necessary to comply with applicable law or the requirements of the TSXV or any other regulatory body;
 - (vi) any amendment of a "housekeeping" nature, including to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan;
 - (vii) any amendment regarding the administration of the Plan;
 - (viii) any amendment to add provisions permitting the grant of Awards settled otherwise than with Shares issued from treasury, or adopt a clawback provision applicable to equity compensation, subject to TSXV approval; and
 - (ix) any other amendment that does not require the approval of the shareholders of the Corporation under Section 7.3(2).
- (2) Notwithstanding Section 7.3(1), the Board shall be required to obtain disinterested shareholder approval to make the following amendments:
- (a) any increase to the maximum number of Shares issuable under the Plan, except in the event of an adjustment pursuant to Article 7;
 - (b) except in the case of an adjustment pursuant to Article 7, any amendment which reduces the exercise price of an Option or any cancellation of an Option granted to an Insider and replacement of such Option with an Option with a lower exercise price;
 - (c) any amendment which extends the expiry date of any Award, or the Restriction Period of any RSU or DSU beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period;

- (d) any amendment which increases the maximum number of Shares that may be (i) issuable to Insiders at any time; or (ii) issued to Insiders under the Plan and any other proposed or established Share Compensation Arrangement in a one-year period, except in case of an adjustment pursuant to Article 7;
- (e) any amendment to the number of Shares that may be made issuable pursuant to Awards made to employees and Non-Employee Directors within any one-year period;
- (f) any amendment to the limits on Awards set out in Section 2.5; and
- (g) any amendment to the definition of an Eligible Participant under the Plan;

provided that Shares held directly or indirectly by Insiders benefiting from the amendments shall be excluded when obtaining such shareholder approval.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Use of an Administrative Agent and Trustee

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent or trustee to administer the Awards granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

Section 8.2 Tax Withholding

- (1) Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of such withholdings, including in respect of applicable taxes and source deductions, as the Corporation determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding may be satisfied in such manner as the Corporation determines, including by (a) having the Participant elect to have the appropriate number of such Shares sold by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 8.1 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Corporation, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or determined by the Corporation as appropriate.
- (2) Notwithstanding Section 8.2(1), the applicable tax withholdings may be waived where a Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which subsection 100(3) of the regulations made under the Tax Act apply.

Section 8.3 Clawback

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Corporation pursuant to any such law, government regulation or stock exchange listing requirement) or any policy adopted by the Corporation. Without limiting the generality of the foregoing, the Board may provide in any case that outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Shares acquired

under Awards will be subject to forfeiture and disgorgement to the Corporation, with interest and other related earnings, if the Participant to whom the Award was granted violates (i) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (ii) any policy adopted by the Corporation applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. In addition, the Board may require forfeiture and disgorgement to the Corporation of outstanding Awards and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards, with interest and other related earnings, to the extent required by law or applicable stock exchange listing standards, including any related policy adopted by the Corporation. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Participant to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Corporation nor any other person, other than the Participant and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 8.3.

Section 8.4 Securities Law Compliance

- (1) The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award and exercise of any Option, and the Corporation's obligation to sell and deliver Shares in respect of any Awards, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Stock Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Award hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.
- (2) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.
- (3) The Corporation shall have no obligation to issue any Shares pursuant to this Plan unless upon official notice of issuance such Shares shall have been duly listed with a Stock Exchange. Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.
- (4) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

Section 8.5 Reorganization of the Corporation

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

Section 8.6 Quotation of Shares

So long as the Shares are listed on one or more Stock Exchanges, the Corporation must apply to such Stock Exchange or Stock Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on any Stock Exchange.

Section 8.7 No Fractional Shares

No fractional Shares shall be issued upon the exercise of any Option granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of such Option, or from an adjustment permitted by the terms of this Plan, such Participant shall only have the right to purchase the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

Section 8.8 TSXV Policy

The Plan is subject to the limitations set forth in Policy 4.4 of the TSXV.

Section 8.9 Governing Laws

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 8.10 Severability

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

Section 8.11 Section 409A of the Tax Code

It is intended that any payments under the Plan to US Taxpayers shall be exempt from or comply with Section 409A of the Code, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Section 409A of the Code.

Section 8.12 Effective Date

The amendments to the Plan as set out in this amended and restated omnibus incentive plan shall become effective on [•], 2021 (the "**Effective Date**") and all outstanding Awards subject to the Plan shall be governed by the Plan as amended and restated.

EXHIBIT A
TO OMNIBUS INCENTIVE PLAN OF CERRADO GOLD INC.

FORM OF OPTION AGREEMENT

This Option Agreement is entered into between Cerrado Gold Inc. (the "**Company**") and the Participant named below, pursuant to the Company's Amended and Restated Omnibus Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),
2. _____ (the "**Participant**")
3. was granted _____ options ("**Options**") to purchase common shares of the Company, in accordance with the terms of the Plan, which Options will bear the following terms:
 - (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of \$[●] per common share (the "**Option Price**") at any time prior to expiry on [●] (the "**Expiration Date**").
 - (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	Vested On

If the number of common shares vesting in a tranche set forth above covers a fractional common share, such fractional common share will be rounded down to the nearest whole number of common shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars (C\$).

4. The Options shall be exercisable only by delivery to the Company of a duly completed and executed notice in the form attached to this Option Agreement (the "**Exercise Notice**"), together with payment of the Option Price for each common share covered by the Exercise Notice (including an amount equal to any applicable Tax Obligations).
5. Subject to the terms of the Plan, unless otherwise specified in the Exercise Notice, the Options shall be deemed to be exercised upon receipt by the Company of such written Exercise Notice accompanied by the exercise price (including an amount equal to any applicable Tax Obligations).
6. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise or termination of Options) that:
 - (a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Company that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the common shares;

- (b) the Participant is acquiring the common shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;
- (c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and does not desire to utilize a registrant in connection with evaluating such merits and risks;
- (d) the Participant acknowledges that an investment in the common shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;
- (e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 8.2 of the Plan;
- (f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him in accordance with its terms; and
- (g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the common shares.

The Participant acknowledges that the Company is relying upon such representations and warranties in granting the Options and issuing any common shares upon exercise thereof.

7. The Participant's delivery of the signed Exercise Notice to exercise the Options (in whole or in part) shall be accompanied by full payment of the exercise price for the Shares being purchased (including an amount equal to the Tax Obligations). Payment for the Shares may be made by certified cheque or wire transfer in readily available funds.
8. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement, and (c) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.
9. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Company and the Participant (collectively the "**Parties**") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Company and the Participant have executed this Option Agreement as of _____, 20__.

CERRADO GOLD INC.

Per: _____
Authorized Signatory

If the Participant is an individual:

EXECUTED by [●] in the presence of:)
)
)
_____)
Signature)
)
_____)
Print Name)
)
_____)
Address)
)
_____)
Occupation)

[NAME OF PARTICIPANT]

If the Participant is not an individual:

[NAME OF PARTICIPANT]

Per: _____
Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Options.

EXHIBIT B
TO OMNIBUS INCENTIVE PLAN OF CERRADO GOLD INC.

FORM OF EXERCISE NOTICE

TO: CERRADO GOLD INC.

This Exercise Notice is made in reference to stock options ("**Options**") granted under the Amended and Restated Omnibus Incentive Plan (the "**Plan**") of Cerrado Gold Inc. (the "**Company**"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The undersigned (the "**Participant**") holds Options under the Plan to purchase [●] common shares of the Company at a price per common share of \$[●] (the "**Option Price**") pursuant to the terms and conditions set out in that certain option agreement between the Participant and the Company dated [●] (the "**Option Agreement**"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The Participant hereby:

<input type="checkbox"/>	<p>irrevocably gives notice of the exercise of ___ Options held by the Participant pursuant to the Option Agreement at the Option Price per common share for an aggregate exercise price of \$_____ (the "Aggregate Option Price") on the terms specified in the Option Agreement and encloses herewith a certified cheque payable to the Company or evidence of wire transfer to the Company in full satisfaction of the Aggregate Option Price.</p> <p>The Participant acknowledges that, in addition to the Aggregate Option Price, the Company will require that the Participant also provide to the Company a certified cheque or evidence of wire transfer equal to the amount of any Tax Obligations associated with the exercise of such Options before the Company will issue any common shares to the Participant in settlement of the Options. The Company shall have the sole discretion to determine the amount of any such Tax Obligations and shall inform the Participant of this amount as soon as reasonably practicable upon receipt of this completed Exercise Notice.</p>
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Registration:

The common shares issued pursuant to this Exercise Notice are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: _____

Address: _____

Date

Name of Participant

Date

Signature of Participant or Authorized Signatory

EXHIBIT C
TO OMNIBUS INCENTIVE PLAN OF CERRADO GOLD INC.

FORM OF RSU AGREEMENT

This RSU Agreement is entered into between Cerrado Gold Inc. (the "**Company**") and the Participant (as defined herein) named below, pursuant to the Company's Amended and Restated Omnibus Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),
2. _____ (the "**Participant**")
3. was granted _____ Restricted Share Units ("**RSUs**"), in accordance with the terms of the Plan, which RSUs will vest as follows:

Number of RSUs	Vested On

all on the terms and subject to the conditions set out in the Plan.

4. The performance period for this grant of RSUs commences on the Grant Date and ends at the close of business on [●] (the "**Performance Period**"). The restriction period for this grant of RSUs commences on the Grant Date and ends at the close of business on [●] (the "**Restriction Period**").
5. By signing this agreement, the Participant:
 - (a) acknowledges that he or she has read and understands the Plan, agrees with the terms and conditions thereof which shall be deemed to be incorporated into and form part of this RSU Agreement (subject to any specific variations contained in this RSU Agreement);
 - (b) acknowledges that, subject to the vesting and other conditions and provisions in this RSU Agreement, each RSU awarded to the Participant shall entitle the Participant to receive on settlement one common share of the Company. For greater certainty, the Company is not obligated to deliver one common share of the Company on the settlement of each RSU and shall have the independent and sole discretion to settle a RSU in cash or other property other than common shares;;
 - (c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any RSU, as provided in Section 8.2 of the Plan;
 - (d) agrees that a RSU does not carry any voting rights;
 - (e) acknowledges that the value of the RSUs granted herein are denominated in Canadian dollars (C\$), and such value is not guaranteed;
 - (f) recognizes that, at the sole discretion of the Company, the Plan can be administered by a designee of the Company by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Company.

6. RSUs granted pursuant to this RSU Grant Agreement that have vested in accordance with the schedule above may be redeemed by the Participant, in whole or in part, at any time on or prior to the end of the Restriction Period set out above, upon delivery of a Notice of Redemption to the Company in the form attached hereto. The Notice of Redemption shall specify the date upon which such vested RSUs shall be redeemed, which date shall be no later than the end of the Restriction Period.
7. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this RSU Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this RSU Agreement, and (c) hereby accepts these RSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this RSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this RSU Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this RSU Agreement.
8. This RSU Agreement and the terms of the Plan incorporated herein (with the Notice of Redemption, if the RSUs vest and are redeemed) constitutes the entire agreement of the Company and the Participant (collectively the "**Parties**") with respect to the RSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This RSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this RSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Company and the Participant have executed this RSU Agreement as of _____, 20__.

CERRADO GOLD INC.

Per: _____
Authorized Signatory

If the Participant is an individual:

EXECUTED by [●] in the presence of:)
)
)
_____)
Signature)
)
_____)
Print Name)
)
_____)
Address)
)
_____)
Occupation)

[NAME OF PARTICIPANT]

If the Participant is not an individual:

[NAME OF PARTICIPANT]

Per: _____
Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your RSUs.

EXHIBIT D
TO OMNIBUS INCENTIVE PLAN OF CERRADO GOLD INC.

FORM OF NOTICE OF REDEMPTION FOR RSUs

TO: CERRADO GOLD INC.

This Notice of Redemption is made in reference to RSUs granted under the Amended and Restated Omnibus Incentive Plan (the "**Plan**") of Cerrado Gold Inc. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

Participant Information:

Name: _____

Address: _____

Telephone Number: _____

RSU Information:

Date of Grant: _____

of RSUs to be redeemed: _____

Participant elects to redeem relevant number of RSUs for cash to settle Tax Obligations [**indicate "Yes" or "No"**] _____

Registration:

The common shares issued in settlement of the vested RSUs, if any, are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: _____

Address: _____

Acknowledgment:

1. This Notice of Redemption is subject to the terms and conditions of the Plan.
2. RSUs redeemed for cash to settle Tax Obligations pursuant to this Notice of Redemption will be priced at the Market Value.

Date

Name of Participant

Date

Signature of Participant or Authorized Signatory

EXHIBIT E
TO OMNIBUS INCENTIVE PLAN OF CERRADO GOLD INC.

FORM OF DSU AGREEMENT

This DSU Agreement is entered into between Cerrado Gold Inc. (the “**Company**”) and the Participant (as defined herein) named below, pursuant to the Company’s Amended and Restated Omnibus Incentive Plan (the “**Plan**”), a copy of which is attached hereto, and confirms that on:

1. _____ (the “**Grant Date**”),
2. _____ (the “**Participant**”)
3. was granted _____ Deferred Share Units (“**DSUs**”), in accordance with the terms of the Plan.
4. The DSU’s subject to this DSU Agreement [are fully vested] [will become vested as follows:
_____]
5. Subject to the terms of the Plan, the settlement of the DSUs, shall be payable, net of any applicable withholding taxes in accordance with the Plan, not later than the Election Date as selected by the Participant in the DSU Notice of Redemption, or in any event, not later than the date that is twelve months after the Termination Date,
6. By signing this agreement, the Participant:
 - (a) acknowledges that he or she has read and understands the Plan, agrees with the terms and conditions thereof which shall be deemed to be incorporated into and form part of this DSU Agreement (subject to any specific variations contained in this DSU Agreement);
 - (b) acknowledges that, subject to the vesting and other conditions and provisions in this DSU Agreement, each DSU awarded to the Participant shall entitle the Participant to receive on settlement one common share of the Company. For greater certainty, the Company is not obligated to deliver one common share of the Company on the settlement of each DSU and shall have the independent and sole discretion to settle a DSU in cash or other property other than common shares;
 - (c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any DSU, as provided in Section 8.2 of the Plan;
 - (d) agrees that a DSU does not carry any voting rights;
 - (e) acknowledges that the value of the DSUs granted herein are denominated in Canadian dollars (C\$), and such value is not guaranteed;
 - (f) recognizes that, at the sole discretion of the Company, the Plan can be administered by a designee of the Company by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Company.
7. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this DSU Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this DSU Agreement, and (c) hereby accepts these DSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this DSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has

reviewed this DSU Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this DSU Agreement.

8. This DSU Agreement and the terms of the Plan incorporated herein (with the Notice of Redemption, if the DSUs vest and are redeemed) constitutes the entire agreement of the Company and the Participant (collectively the "**Parties**") with respect to the DSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This DSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this DSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Company and the Participant have executed this DSU Agreement as of _____, 20__.

CERRADO GOLD INC.

Per: _____
Authorized Signatory

If the Participant is an individual:

EXECUTED by [●] in the presence of:)
)
)
_____)
Signature)
)
_____)
Print Name)
)
_____)
Address)
)
_____)
Occupation)

[NAME OF PARTICIPANT]

If the Participant is not an individual:

[NAME OF PARTICIPANT]

Per: _____
Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your DSUs.