

MINERAL HILL INDUSTRIES LTD.

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INFORMATION CIRCULAR

(As at July 16, 2024 except as indicated)

The Company is providing this Information Circular and a form of proxy in connection with management's solicitation of proxies for use at the annual general and special meeting (the "Meeting") of the Company to be held on August 20, 2024 and at any adjournments. Unless the context otherwise requires, when we refer in this Information Circular to the Company, its subsidiaries are also included. The Company will conduct its solicitation by mail and officers and employees of the Company may, without receiving special compensation, also telephone or make other personal contact. The Company will pay the cost of solicitation.

APPOINTMENT OF PROXYHOLDER

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

A shareholder has the right to appoint a person other than a Management Proxyholder, to represent the shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder needs not be a shareholder.

VOTING BY PROXY

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

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

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

COMPLETION AND RETURN OF PROXY

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Computershare Trust Company of Canada, 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting, unless the chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently.

NON-REGISTERED HOLDERS

Only shareholders whose names appear on the records of the Company as the registered holders of shares or duly appointed proxyholders are permitted to vote at the Meeting.

Most shareholders of the Company are “non-registered” shareholders because the shares they own are not registered in their names but instead registered in the name of a nominee such as a brokerage firm through which they purchased the shares; bank, trust company, trustee or administrator of self-administered RRSP’s, RRIF’s, RESP’s and similar plans; or clearing agency such as The Canadian Depository for Securities Limited (a “Nominee”). If you purchased your shares through a broker, you are likely an unregistered holder.

In accordance with securities regulatory policy, the Company has distributed copies of the Meeting materials, being the Notice of Meeting, this Information Circular and the Proxy, to the Nominees for distribution to non-registered holders.

Nominees are required to forward the Meeting materials to non-registered holders to seek their voting instructions in advance of the Meeting. Shares held by Nominees can only be voted in accordance with the instructions of the non-registered holder. 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 that your Shares are voted at the Meeting.

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

Non-registered holders who have not objected to their Nominee disclosing certain ownership information about themselves to the Company are referred to as "non-objecting beneficial owners" ("NOBOs"). Those non-registered holders who have objected to their Nominee disclosing ownership information about themselves to the Company are referred to as "objecting beneficial owners" ("OBOs").

The Company is not sending the Meeting materials directly to NOBOs in connection with the Meeting, but rather has distributed copies of the Meeting materials to the Nominees for distribution to NOBOs.

The Company does not intend to pay for Nominees to deliver the Meeting materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to OBOs. As a result, OBOs will not receive the Meeting Materials unless their Nominee assumes the costs of delivery.

NOTICE-AND-ACCESS

The Company is not sending the Meeting materials to shareholders using "notice-and-access", as defined under NI 54-101.

REVOCABILITY OF PROXY

Any registered shareholder who has returned a proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a registered shareholder, his attorney authorized in writing or, if the registered shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting.

Only registered shareholders have the right to revoke a proxy. Non-Registered Holders who wish to change their vote must, at least 7 days before the Meeting, arrange for their Nominees to revoke the proxy on their behalf.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of common shares without par value, of which 21,324,807 shares are issued and outstanding as of the Record Date. Persons who are registered shareholders at the close of business on July 16, 2024 will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each share held. The Company has only one class of shares with voting rights. On December 16, 2016 the Company's shareholders approved the creation of a class of convertible preferred class-A shares which have no voting rights. As at Record Date of July 16, 2024, no class-A preferred shares have been issued by the Company.

To the knowledge of the Directors and executive officers of the Company, no person beneficially owns, controls or directs, directly or indirectly, shares carrying 10% or more of the voting rights attached to all shares of the Company, except the following:

<i>Name</i>	<i>No. of Shares Owned, Controlled or Directed, Directly or Indirectly</i>	<i>Percentage of Outstanding Shares</i>
MerFin Management Limited ⁽¹⁾	11,691,646	54.83%

- (1) MerFin Management Limited is a private holding company, controlled by a Trust, whose trustees are Dieter Peter and Vera Kaiser.

ELECTION OF DIRECTORS

The Directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. In the absence of instructions to the contrary, the enclosed proxy will be voted for the nominees herein listed.

Shareholder approval will be sought to fix the number of Directors of the Company at four (4)

The Company is required to have an Audit Committee. Members of this committee are as set out below.

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

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the Past 5 Years</i>	<i>Previous Service as a director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly⁽¹⁾</i>
RENO CALABRIGO ⁽²⁾ North Vancouver, B.C. Canada Director	Director, President & CEO of Barranco Gold Mining Corp	Yes	Nil
KLEMENS FRANZ-WALTER CONVENTS Spessartstr. 5, Bonn 53119, Germany Director	Lecturer at the Fresenius University of Applied Sciences in Cologne and in Idstein for the subject Sports.	N/A	Nil
DIETER PETER ⁽¹⁾⁽³⁾ 6553 Sherburn Rd., Peachland, B.C., Canada Director and presently CEO	Director, President & CEO of Mineral Hill Industries Ltd.	Yes	1,842,705

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the Past 5 Years</i>	<i>Previous Service as a director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly⁽¹⁾</i>
ERIC PETER-KAISER ⁽²⁾ Calabasas, CA, U.S.A. Director	Director, The Eelleet Network Corp.	Yes	105,500

- (1). Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at July 16, 2024, based upon information furnished to the Company by individual Directors. Unless otherwise indicated, such shares are held directly.
- (2). Member of the present Audit Committee.
- (3). Dieter Peter is President of Merfin Management Limited, a private holding company controlled by a trust, whose trustees are Dieter Peter and Vera Kaiser. As of the date of this Information Circular, Merfin Management Limited owned, controlled or directed 11,691,646, shares of Mineral Hill Industries Ltd.

No proposed Director is to be elected under any arrangement or understanding between the proposed Director and any other person or company, except the Directors and executive officers of the company acting solely in such capacity.

Except as set out below, to the knowledge of the Company, no proposed Director:

- (a) is, as at the date of the Information Circular, or has been, within 10 years before the date of the Information Circular, a Director, Chief Executive Officer (“CEO”) or Chief Financial Officer (“CFO”) of any company (including the Company) that:
 - (i) was the subject, while the proposed Director was acting in the capacity as Director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
 - (ii) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed Director ceased to be a Director, CEO or CFO but which resulted from an event that occurred while the proposed Director was acting in the capacity as Director, CEO or CFO of such company; or
- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of the Information Circular, a Director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed Director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed Director.

The following Directors of the Company hold Directorships in other reporting issuers as set out below:

<u>Name of Director</u>	<u>Name of Other Reporting Issuer</u>
Reno Calabrigo	Barranco Gold Mining Corp.
Dieter Peter	The Eelleet Network Corp.
Eric Peter-Kaiser	The Eelleet Network Corp.

MINERAL HILL INDUSTRIES LTD.
(the “Company”)
Form 51-102F6
STATEMENT OF EXECUTIVE COMPENSATION
(for the year ended December 31, 2023)

1- GENERAL PROVISIONS

Definitions

In this form,

“**CEO**” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**CFO**” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**closing market price**” means the price at which the Company’s was last sold, on the applicable date on the TSXV;

“**equity incentive plan**” means an incentive plan or portion of an incentive plan, under which awards are granted and that falls within the scope of IFRS 2 Share-based Payment.

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

“**grant date**” means a date determined for financial statement reporting purposes under IFRS 2 *Share-based Payment*”

“**incentive plan**” means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

“**incentive plan award**” means compensation awarded, earned, paid, or payable under an incentive plan;

“**NEO**” or “**Named Executive Officer**” means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year and whose total compensation was, individually, more than \$150,000 as determined in accordance with applicable securities laws; and

- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity at the end of the most recently completed financial year.

“non-equity incentive plan” means an incentive plan or portion of an incentive plan that is not an equity incentive plan;

“option-based award” means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

“plan” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, securities, similar instruments or any other property may be received, whether for one or more persons;

“replacement grant” means an option that a reasonable person would consider to be granted in relation to a prior or potential cancellation of an option;

“repricing” means, in relation to an option, adjusting or amending the exercise or base price of the option, but excludes any adjustment or amendment that equally affects all holders of the class of securities underlying the option and occurs through the operation of a formula or mechanism in, or applicable to, the option;

“share-based award” means an award under an equity incentive plan of equity- based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

Determining if an individual is an NEO

Based on the foregoing definition, during the last completed fiscal year of the Company, the Company had two NEOs, namely, Dieter Peter, CEO and Eric Peter-Kaiser as Interim CFO.

2 – COMPENSATION DISCUSSION AND ANALYSIS

Role of the Corporate Governance & Human Resources Committee

On December 16, 2016, the Company appointed a CGHRC for the ensuing year. The CGHRC is responsible for annually reviewing the Company’s compensation arrangements with its executive officers. When reviewing the compensation of the executive officers, the CGHRC considers the objectives of: (i) recruiting and retaining the executives critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and shareholders of the Company; and (iv) rewarding performance, both on an individual basis and with respect to the business in general. The CGHRC has the responsibility of negotiating the senior executive officers’ total compensation package, reviewing and advising on stock option guidelines, including making recommendations on specific option grants and to review and communicate to the Board the compensation policies and principles that will be applied to other executives and employees of the Company.

On December 11, 2017 the CGHRC was dissolved as the agreement that was instrumental in appointing the CGHRC the previous year was terminated. The Board of Directors now has the responsibility for determining compensation for the Directors and senior management. As such in the following paragraphs the “CGHRC” is interchangeable with the “Board of Directors”.

With the previous consent of Mr. Andrew von Kursell, the Board of Directors, on July 23, 2020, appointed Mr. von Kursell as designated Director with primary oversight of the Company’s corporate governance compliances. In January 2023, Mr. Andrew von Kursell passed away and the CEO assumed

primary oversight of the Company's corporate governance compliances on a temporarily basis until the Board of Directors has been restructured.

Compensation Philosophy

In accordance with the Company's compensation philosophy all employees of the Company will receive their compensation based on market value for the type of role they perform. Additional consideration be given to internal pay equity and performance. Currently, the compensation payable to employees still consists entirely of long-term incentives by way of the grant of stock options in accordance with the policies of the TSX Venture Exchange ("TSXV") and the Company's Stock Option Plan as long-term incentives.

Base Salary

Although no NEO of the Company received, by mutual agreement, a base salary during the year ended December 31, 2023, in the CGHRC's view, paying base compensation, that is competitive in the market in which the Company operates, can and will be a first step to attracting and retaining talented, qualified and effective executives to be applied as soon as a sustainable financial situation has been established for the Company.

The base salary of each particular executive officer was and will again be determined by an assessment of the CGHRC for such executive officer's performance, a consideration of competitive compensation levels in companies similar to the Company and a review of the Company's overall performance of the and the role an executive officer played in such company performance.

Long-Term Incentive

The incentive component of the Company's compensation program is the potential long-term reward provided through the grant of stock options. The Company's Stock Option Plan is intended to attract, retain and motivate officers and directors of the Company and to align the interests of those individuals with those of the Company's shareholders. The Company will grant stock options to executive officers, consultants and employees in accordance with the policies of the TSXV. On March 29, 2005, the Board approved the adoption of a new stock option plan, which was approved by the shareholders at the 2005 annual meeting, replacing the previous stock option plan. The new 2005 stock option plan was subsequently amended and approved by the Company's shareholders at the annual meeting on June 27, 2012 and again on November 27, 2014, December 18, 2018, December 18, 2019, December 18, 2020, August 27, 2021, June 16, 2022 and December 22, 2023.

The present Stock Option Plan provides that the number of optioned common shares under the Stock Option Plan (the "Stock Options"), together with all of the Company's other previously established or proposed share compensation arrangements, may not exceed 20% of the total number of issued and outstanding common shares. In addition, the number of shares which may be reserved for issuance to any one individual may not exceed 5% of the issued shares on a yearly basis. The Stock Option Plan must be approved by a majority of the votes cast by shareholders other than insiders or their associates to whom shares may be optioned pursuant to the New Stock Option Plan if the number of Stock Options granted to insiders exceeds 10% of the issued common shares of the Company. The objective of granting Stock Options is to encourage each option recipient to acquire an ownership interest in the Company over a period of time, which acts as a financial incentive for such optionees to consider the long-term interests of the Company and its shareholders.

When determining the number of Stock Options to be granted, the Board of Directors takes into account the number and terms of outstanding Stock Options and its vesting provisions when determining whether or not new Stock Option should be granted to any optionee.

CEO's Compensation

The components of the CEO's compensation to be granted are the same as those that apply to all of the Company's executive officers, namely a base compensation and long-term incentives in the form of Stock Options. Due to the Company's tight budget, since 2014 the CEO has not received base compensation (salary) from the Company.

The general compensation philosophy of the Company for executive officers is to provide a level of compensation that is competitive within the international marketplace and that will attract and retain individuals with the experience and qualifications necessary for the Company to be successful, and to provide long-term incentive compensation which aligns the interest of executives with those of the shareholders and provide long-term incentives to members of senior management whose actions have a direct and identifiable impact on the performance of the Company and who have had a material responsibility for long-range strategy development and implementation.

In establishing the CEO's compensation, the CGHRC reviews salaries paid to other equivalent executive positions within the industry for companies of similar size and stage of development and the CEO's contribution to the affairs of the Company and makes recommendations with respect to the CEO compensation to the Board. In their review, the Board of Directors took in to consideration that both the CEO and the CFO provide administrative services to public companies with common directors and officers, for which the Company (not the Executives) would receive reimbursements of 60% of the monthly salaries of the CEO and CFO from the related companies for which such services are provided, as reflected in the Company's Financial Statements which have been filed on SEDAR.

The Board of Directors meets to discuss and determine executive compensation with reference to formal objectives, criteria or analysis. In making its determinations regarding the various elements of executive compensation, the Board of Directors does not benchmark its executive compensation program.

During 2016, the Board of Directors was responsible for all issues and responsibilities pertaining to the CGHRC.

On December 16, 2016, the Board established a CGHRC in anticipation of completing a contracted acquisition of an oil and gas company ("Acquisition-Target-2016") which was dissolved on December 11, 2017, due to non-compliance of the contacted term by the Acquisition-Target. From that time forward, the Board of Directors assumed the responsibilities of the CGHRC.

Elements of Compensation

The Company's executive compensation policy consists of an annual base salary and long-term incentives in the form of Stock Options granted under the Company's Stock Option Plan.

Since January 2014, the President & CEO, the interim CFO and the Senior Assistant to the CFO of the Company (the "Team Members") forfeited their base salaries for the time being in order to keep the company in good standing for as long as it is not in the position to provide competitive pay reflecting each of the Team Members' primary duties and responsibilities including the level of skill and experience required to successfully perform their role. As soon as the Company will have reached a sustainable financial situation, the Company intends to pay to its Team Members the base salaries competitive with those for similar positions. All compensations and salaries will be reviewed annually by the Board of Directors.

Compensation Policies and Risk Management

The Board of Directors considers the implications of the risks associated with the Company's compensation policies and practices when determining rewards for its officers. The Board of Directors intends to review at least once annually the risks associated with the Company's compensation policies and practices at such time.

The Company's executive compensation was and will be comprised of short-term compensation in the form of a base salary and long-term ownership through the Company's Stock Option Plan. This structure ensures that a significant portion of executive compensation is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long-term shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the shareholders is extremely limited. Furthermore, the short-term component of executive compensation (base salary) could represent a relatively small part of the total compensation. As a result, it is unlikely an officer would take inappropriate or excessive risks at the expense of the Company or the shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk resulting from their actions.

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

Hedging of Economic Risks in the Company's Securities

The Company has not adopted a policy prohibiting Directors or officers from purchasing arms-length financial instruments that are designed to hedge or offset a decrease in market value of the Company's securities granted as compensation or held, directly or indirectly, by Directors or officers. However, the Company is not aware of any Directors or officers having entered into this type of transactions.

Option-Based Awards

The Company's Stock Option Plan has been and will be used to provide share purchase options which are granted in consideration of the level of responsibility of the executive as well as his or her impact or contribution to the longer-term operating performance of the Company. In determining the number of Stock Options to be granted to the executive officers, the Board takes into account the number of options, if any, previously granted to each executive officer, and the exercise price of any outstanding Stock Options to ensure that such grants are in accordance with the policies of the TSX Venture Exchange, and closely align the interests of the executive officers with the interests of shareholders.

The Board of Directors as a whole has the responsibility to administer the compensation policies related to the executive management of the Company, including option-based awards.

Compensation Governance

Stock Options are granted at the discretion of the Board of Directors, which considers factors such as how other junior exploration companies grant such options and the potential value that each optionee is contributing to the Company and the various board committees. The number of Stock Options granted to an individual is based on such considerations.

3 – COMPENSATION TABLE

Summary Compensation Table

The following table (presented in accordance with National Instrument Form 51-102F6 “**Statement of Executive Compensation**” (the “**Form 51-102F6**”)) sets forth all annual and long term compensation for services in all capacities to the Company for the most recently completed financial year (to the extent required by Form 51-102F6) in respect of each of the individuals comprised of the CEO and the CFO and each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, (other than the CEO and the CFO), as at December 31, 2023 whose total compensation was, individually, more than \$150,000 for the financial year and any individual who would have satisfied these criteria but for the fact that individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of the most recently completed financial year (collectively the “**Named Executive Officers**” or “**NEOs**”).

Summary Compensation Table

Name and Principal Position	Year	Salary ⁽²⁾⁽³⁾⁽⁴⁾ (\$)	Share-Based Awards (\$)	Option-Based Awards ⁽¹⁾ (\$)	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans			
Dieter Peter, CEO	2023	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Eric Peter-Kaiser, Interim CFO, appointed in January 2023	2023	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Andrew von Kursell, deceased in January 2023	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

- (1) These amounts represent the value of Stock Options granted to the respective Named Executive Officer. The methodology used to calculate these amounts was the Black-Scholes-Merton model. This is consistent with the accounting values used in the Company’s financial statements. The dollar amount in this column represents the total value ascribed to the stock options.

4 – INCENTIVE PLAN AWARDS

The following table provides information regarding the total incentive plan awards for each Named Executive Officer outstanding as of December 31, 2023.

Outstanding Share-Based Awards and Option-Based Awards

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options	Option Exercise Price	Option Expiration Date	Value of unexercised in-the-money options	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share based awards not paid out or distributed (\$)
Dieter Peter <i>CEO</i>	Nil	N/A	N/A	Nil	Nil	Nil	Nil
Eric Peter-Kaiser, Interim <i>CFO</i>	Nil	N/A	N/A	Nil	Nil	Nil	Nil

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for each Named Executive Officer for the financial year ended December 31, 2023.

Value Vested or Earned During the Financial Year ended December 31, 2023

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Dieter Peter, <i>CEO</i> ⁽¹⁾	\$Nil	Nil	Nil
Eric Peter-Kaiser, <i>CFO</i> ⁽²⁾	\$Nil	Nil	Nil

⁽¹⁾ No options outstanding at the year ended December 31, 2023

⁽²⁾ No options outstanding at the year ended December 31, 2023

As no options were outstanding no stock options were exercised and sold by the Named Executive Officers during the financial year ended December 31, 2023.

Option Exercised During the Financial Year ended December 31, 2023

Name	Number of options exercised and sold	Option exercise price	Value realized (\$)
Dieter Peter, <i>CEO</i>	Nil	Nil	Nil
Eric Peter-Kaiser, Interim CFO from January 2023	Nil	Nil	Nil

5 – PENSION PLAN BENEFITS

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

6- TERMINATION AND CHANGE OF CONTROL BENEFITS

The Company had a consulting agreement with MerFin Management Limited and Dieter Peter, a Named Executive Officer, pursuant to the terms of which the Company pays an annual consulting fee in the amount of \$110,000 to MerFin Management Limited. In February 2014 the consulting agreement with MerFin Management Limited was suspended until sufficient financing of the Company can be obtained. This suspension was still in effect as at December 31, 2023.

The Company and its subsidiaries have no other compensatory plan, contract or arrangement where a Named Executive Officer is entitled to compensation in the event of resignation, retirement or other termination, a change of control of the Company or its subsidiaries or a change in responsibilities following a change in control. There are no conditions or obligations which MerFin Management Limited has to comply with in order to receive its severance fee.

7 - DIRECTOR COMPENSATION

No compensation was provided to the Directors, who are each not also a Named Executive Officer, for the Company's most recently completed financial year.

The Company has no arrangements, standard or otherwise, pursuant to which Directors are compensated by the Company or its subsidiaries for their services in their capacity as Directors, or for committee participation, involvement in special assignments or for services as consultant or expert during the most recently completed financial year or subsequently, up to and including the date of this Statement of Executive Compensation.

The Company has a Stock Option Plan for the granting of incentive Stock Options to the officers, employees and Directors. The purpose of granting such options is to assist the Company in compensating, attracting, retaining and motivating the Directors of the Company and to closely align the personal interests of such persons to that of the shareholders.

Director Compensation Table

The following table sets forth all amounts of compensation provided to the Directors, who are not also a Named Executive Officer, for the financial year ended December 31, 2023.

	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan	Pension Value (\$)	All other compensation (\$)	Total (\$)
Grant Hendrickson	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Reno Calabrigo- elected on December 22, 2023	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Incentive Plan Awards - Outstanding Share-Based Awards and Option-Based Awards

The following table provides information regarding the incentive plan awards for each non-executive director outstanding as of December 31, 2023.

	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options	Option Exercise Price	Option Expiration Date	Value of unexercised in-the-money options	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Reno Calabrigo	Nil	N/A	N/A	Nil	Nil	Nil
Grant Hendrickson	Nil	N/A	N/A	Nil	Nil	Nil

The following table provides information vested or earned of incentive plan awards for each non-executive director for the financial year ended December 31, 2023.

Value Vested or Earned During the Financial Year ended December 31, 2023

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Reno Calabrigo	Nil	Nil	Nil
Grant Hendrickson	Nil	Nil	Nil

No options outstanding, hence none vested during the year ended December 31, 2023.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

As at July 16, 2024, there was no indebtedness outstanding of any current or former Director, executive officer or employee of the Company or any of its subsidiaries which is owing to the Company or any of its subsidiaries or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, no proposed nominee for election as a Director of the Company and no associate of such persons:

- (i) is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or any of its subsidiaries; or
- (ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, in relation to a securities purchase program or other program.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as set out herein, no person who has been a Director or executive officer of the Company at any time since the beginning of the Company's last financial year, no proposed nominee of management of the Company for election as a Director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of Directors.

Dieter Peter is a trustee of the trust that controls Merfin Management Limited.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person or proposed Director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which in either such case has materially affected or would materially affect the Company or any of its subsidiaries.

APPOINTMENT OF AUDITORS

Davidson & Company LLP, Chartered Accountants, of Vancouver, British Columbia, is the auditor of the Company. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Davidson & Company LLP as the Company's auditor to hold office for the ensuing year.

MANAGEMENT CONTRACTS

No management functions of the Company or subsidiary are presently performed to any substantial degree by a person other than the Directors or executive officers of the Company or subsidiary.

CORPORATE GOVERNANCE DISCLOSURE

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

INDEPENDENCE OF MEMBERS OF BOARD

The Company's Board consists of four Directors, two of whom are independent based upon the tests for independence set forth in National Instrument 52-110 ("NI 52-110"). As at July 16, 2024, Mr. Grant Hendrickson and Mr. Reno Calabrigo are independent.

MANAGEMENT SUPERVISION BY BOARD

The present operations of the Company do not support a large Board of Directors and the Board has determined that the constitution of four Board members is appropriate for the Company's current stage of development. Independent supervision of management is accomplished through choosing management who demonstrate a high level of integrity and ability and through having strong independent Board members. The independent Directors shall, however, be able to meet at any time without any members of management, including the non-independent Directors, being present.

Further supervision is performed through the Audit Committee which will be composed of a majority of independent Directors who can meet with the Company's auditors without management being in attendance.

RISK MANAGEMENT

The Board of Directors is responsible for the adoption of a strategic planning process, the identification of principal risks and implementing risk management systems, succession planning and the continuous disclosure requirements of the Company under applicable securities laws and regulations.

The audit committee is responsible for the risk management items set out in the audit committee charter.

ORIENTATION AND CONTINUING EDUCATION

While the Company does not have formal orientation and training programs, new Board members are provided with:

1. access to recent, publicly filed documents of the Company, technical reports, if applicable, and the Company's internal financial information;
2. access to management and technical experts and consultants; and
3. a summary of significant corporate and securities responsibilities.

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

ETHICAL BUSINESS CONDUCT

The Board views good corporate governance including social and environmental responsibility as an integral component to the success of the Company and to meet responsibilities to shareholders. In 2006, the Company's Board adopted a Code of Conduct under its updated HR Policy #9.10/080715 and instructed its management and employees to abide by the Code.

NOMINATION OF DIRECTORS

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the Company's industry segment are consulted for possible candidates.

COMPENSATION OF DIRECTORS AND THE CEO

From November 27, 2014 to December 16, 2016, the whole Board of Directors was accountable for all issues and responsibilities pertaining to the CGHRC. During the year ended December 31, 2023, the following individuals served as members of the Company's Board of Directors: Dieter Peter, Grant Hendrickson, Eric Peter-Kaiser and Reno Calabrigo . Grant Hendrickson and Reno Calabrigo were the independent directors, as CEO and interim CFO, Dieter Peter and Eric Peter-Kaiser are not independent directors. Eric Peter-Kaiser is not independent as he is an immediate relative of the President & CEO of the Company.

To determine compensation payable, the CGHRC entity reviews compensation paid for Directors and CFOs of companies of similar size and stage of development in the mineral exploration industry and determines an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the Directors and senior management while taking into account the financial and other resources of the Company. In setting the compensation, the Board reviews annually the performance of the CEO in light of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives.

BOARD COMMITTEES

Other than the Audit Committee and the Exploration Committee, the Company reinstated an Advisory Committee with future members to be appointed. With the exception of the Audit Committee, these Committees will develop their charters and code of conduct for recommendation to the Board depending on the definite direction of business of the Company.

ASSESSMENTS

The Board does not consider formal assessments to be useful at this stage of the Company's development. The Board conducts informal annual assessments of the Board's effectiveness, the individual Directors and each of its committees. The Board intends to implement formal assessments to assist in its review and will conduct formal surveys of its Directors and its active Committees on its assessment of the functioning and reports from each corporate entity respecting its own effectiveness.

AUDIT COMMITTEE

The Audit Committee's Charter

Mandate

The primary function of the Audit Committee (the "Committee") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

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

Composition

The Audit Committee shall be comprised of a minimum of three Directors as appointed by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

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

Meetings

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

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review:

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

External Auditors

- (a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- (b) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.
- (c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

- (d) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- (e) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.
- (f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.
- (g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- (h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

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

Financial Reporting Processes

- (a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- (c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
- (d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
- (e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- (f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
- (g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

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

Risk Management

1. To review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).
2. To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.
3. To request the external auditor's opinion of management's assessment of significant risks facing the Company and how effectively they are being managed or controlled.
4. To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board.

Other

Review any related-party transactions.

COMPOSITION OF THE PRESENT AUDIT COMMITTEE

The following are the members of the Committee:

Eric Peter-Kaiser	Not Independent	Financially literate
Grant Hendrickson	Independent	Financially literate
Reno Calabrigo	Independent	Financially literate

As defined by MI 52-110.

PRESENT AUDIT COMMITTEE MEMBER EDUCATION AND EXPERIENCE

Eric Peter-Kaiser possesses a degree in Business Administration and is currently working as Director of Operations for Premium Quality Lighting Inc., a lighting manufacturer with offices and distribution centers nationwide in the USA.

Prior to that he had over 10 years of experience working in the Film Industry. He has extensive experience in film production, finance, development, marketing, distribution, brands, and new media. His strengths lie in the analysis, research and financial administration of potential projects which led him to join public companies below first as consultant, then as assistant to the CEO and subsequently being elected director and member of audit committees.

Grant Hendrickson is a Geophysicist and Geologist with a degree from the University of British Columbia and over 40 years experience in the fields of exploration, geological/geophysical surveys and consulting in the previously mentioned areas. He has worked for multinational companies like GoviEx Gold Inc., Ibez Mongolia, Ivanhoe Mines Mongolia, Inc., Delta Geoscience Limited to name a few.

Reno Calabrigo received his B.A. degree from Simon Fraser University in 1981 and M.B.A. degree from the University in Idaho in 1983 and was officer and director in several public and private companies including formerly Cinola Mines Lt., Magnum d'Or Resources and others. He is presently also the President and CEO of Barranco Gold Mining Corp.

AUDIT COMMITTEE OVERSIGHT

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

RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. The Company is relying upon the exemption in Section 6.1 of NI 52-110 (*Venture Issuers*) from the requirements of Part 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

PRE-APPROVAL POLICIES AND PROCEDURES

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described under the heading "External Auditors".

External Auditor Service Fees (By Category)

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

<i>Financial Year Ending</i>	<i>Audit Fees</i>	<i>Audit Related Fees</i>	<i>Tax Fees</i>	<i>All Other Fees</i>
December 31, 2023	\$16,195	\$Nil	\$2,700	\$Nil
December 31, 2022	\$27,762	\$Nil	\$2,700	\$Nil

EXPECTATIONS OF MANAGEMENT

The Board expects management to operate the business of the Company in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company's business plan and to meet performance goals and objectives.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Management of the Company is not aware of any particular of other matter to be acted upon to come before the Meeting other than as set forth in the notice of Meeting.

Approval and Ratification of the Stock Option Plan

The incentive component of the Company's compensation program is the potential longer term reward provided through the grant of stock options. The Company's Stock Option Plan is intended to attract, retain, and motivate officers and Directors of the Company and to align the interests of those individuals with those of the Company's shareholders. The Company grants stock options to executive officers, consultants and employees in accordance with the policies of the TSXV.

The Stock Option Plan is a fixed plan that provides that the number of common shares under the Stock Option Plan reserved for issuance is 4,264,961, and together with all of the Company's other previously established or proposed share compensation arrangements, must not exceed 20% of the total number of issued and outstanding common shares. In addition, the number of shares which may be reserved for issuance to any one individual may not exceed 5% of the issued shares on a yearly basis. The Stock Option Plan must be approved by a majority of the votes cast by shareholders other than insiders or their associates to whom shares may be issued pursuant to the Stock Option Plan. The objective of granting options is to encourage executive officers to acquire an ownership interest in the

Company over a period of time, which acts as a financial incentive for such executive officer to consider the long-term interests of the Company and its shareholders.

At the Meeting, shareholders will be asked to pass a resolution of disinterested shareholders in the following form:

“UPON MOTION IT WAS RESOLVED that:

- 1) subject to the acceptance by the TSX Venture Exchange, the Shareholders approve and ratify, the Stock Option Plan dated for reference November 17, 2023 attached as Schedule “A” to the Information Circular; and
- 2) the directors of the Company are hereby authorized to amend the Stock Option Plan without the prior approval of the shareholders of the company, if such amendments are required to comply with the Policies of the TSX Venture Exchange or applicable securities laws, rules, policies and regulations.

The Stock Option Plan will need to be approved by disinterested shareholders. Insiders will not be entitled to vote with respect to the Stock Option Plan.

A copy of the Stock Option Plan is attached as Schedule “A” to this Information Circular. Shareholders may also contact the Company by email or mail to request a copy of the full text of the Stock Option Plan up to the date of the Meeting and at the Meeting.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote for the approval and ratification of the Plan.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company at gmmc1810@gmail.com, to request copies of the Company’s financial statements and MD&A.

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

OTHER MATTERS

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

DATED this 16th day of July 2024.

APPROVED BY THE BOARD OF DIRECTORS OF MINERAL HILL INDUSTRIES LTD.

“DIETER PETER”
DIETER PETER
Chief Executive Officer

Schedule “ A”

Stock Option Plan



Mineral Hill Industries Ltd.

STOCK OPTION PLAN 2023/11/17

1. PURPOSE OF THE PLAN

The Company hereby establishes a stock option plan for directors, senior officers Employees, Management Company Employees and Consultants (as such terms are defined below) of the Company and its subsidiaries (collectively "Eligible Persons"), to be known as the "Stock Option Plan" (the "**Plan**"). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to ten years as determined by the board of directors of the Company, to buy shares of the Company at a price not less than the Market Price prevailing on the date the option is granted.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

- 2.1 "**Associate**" means an "Associate" as defined in the Exchange Policies.
- 2.2 "**Board**" means the Board of Directors of the Company.
- 2.3 "**Change of Control**" means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.
- 2.4 "**Company**" means Mineral Hill Industries Ltd. and its successors.
- 2.5 "**Consultant**" means a "Consultant" as defined in the TSXV Policies.
- 2.6 "**Consultant Company**" means a "Consultant Company" as defined in the TSXV Policies.
- 2.7 "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
 - (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
 - (b) acting as a director or officer of the Company or its subsidiaries.
- 2.8 "**Distribution**" means a "Distribution" as defined in the TSXV Policies.
- 2.9 "**Eligible Persons**" has the meaning given to that term in paragraph 1 hereof.
- 2.10 "**Employee**" means an "Employee" as defined in the TSXV Policies.
- 2.11 "**Exchanges**" means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.

- 2.12 **"Expiry Date"** means the date set by the Board under section 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.13 **"Grant Date"** means the date specified in an Option Agreement as the date on which an Option is granted.
- 2.14 **"Insider"** means an "Insider" as defined in the TSXV Policies, other than a person who is an insider solely by virtue of being a director or senior officer of a subsidiary of the Company.
- 2.15 **"Investor Relations Activities"** means "Investor Relations Activities" as defined in the TSXV Policies.
- 2.16 **"Joint Actor"** means a person acting "jointly or in concert with" another person as that phrase is interpreted in section 96 of the Securities Act.
- 2.17 **"Management Company Employee"** means a "Management Company Employee" as defined in the TSXV Policies.
- 2.18 **"Market Price"** of Shares at any Grant Date means the last closing price per Share on the trading day immediately preceding the day on which the Company announces the grant of the option or, if the grant is not announced, on the Grant Date, or if the Shares are not listed on any stock exchange, "Market Price" of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.19 **"Option"** means an option to purchase Shares granted pursuant to this Plan.
- 2.20 **"Option Agreement"** means an agreement, in the form attached hereto as Schedule "A", whereby the Company grants to an Optionee an Option.
- 2.21 **"Optionee"** means each of the Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.22 **"Option Price"** means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.
- 2.23 **"Option Shares"** means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.24 **"Plan"** means this Stock Option Plan.
- 2.25 **"Shares"** means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, "Shares" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.26 **"Securities Act"** means the Securities Act, R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.27 **"TSXV Policies"** means the policies included in the TSX Venture Exchange Corporate Finance Manual and "TSXV Policy" means any one of them.

- 2.28 **"Unissued Option Shares"** means the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.29 **"Vested"** means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

3. GRANT OF OPTIONS

3.1 Option Terms

The Board may from time to time authorize the issue of Options to Eligible Persons of the Company and its subsidiaries. The Option Price under each Option shall be not less than the Discounted Market Price on the Grant Date (subject to a minimum price per share of \$0.10 as defined in the TSXV Policies). The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than 10 years after the Grant Date. Options shall not be assignable (or transferable) by the Optionee.

3.2 Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to options granted under the Plan is fixed at **4,264,961** and together with all of the Company's other previously established or proposed share compensation arrangements must not exceed 20% of the total number of issued and outstanding Shares of the Company. The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, within a one-year period:

- (a) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and
- (b) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis. The Company must obtain disinterested Shareholder approval of stock options if a stock option plan, together with all of the Issuer's previously established and outstanding stock option plans or grants, could result at any time in the grant to Insiders as a group, within a 12 months period, of a number of options exceeding 10% of the issued shares.

The Company must obtain disinterested Shareholder approval of stock options if a stock option plan, together with all of the Issuer's previously established and outstanding stock option plans or grants, could result at any time in the number of shares reserved for issuance under stock options granted to Insiders as a group exceeding 10% of the issued shares.

- (c) to any one Consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and

- (d) all Eligible Persons who undertake Investor Relations Activities shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis.

3.3 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. For stock options to Employees, Consultants, Consultant Companies or Management Company Employees, the Company is representing herein and in the applicable Stock Option Agreement that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

4. EXERCISE OF OPTION

4.1 When Options May be Exercised

Subject to sections 4.3 and 4.4, an Option may be exercised to purchase any number of Shares up to the number of Vested Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. local time on the Expiry Date and shall not be exercisable thereafter.

4.2 Manner of Exercise

The Option shall be exercisable by delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon notice and payment there will be a binding contract for the issue of the Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's cheque payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case the Option shall not have been validly exercised.

4.3 Vesting of Option Shares

The Directors may determine and impose terms upon which each Option shall become Vested in respect of Option Shares. All options granted to Consultants, providing Investor Relations Activities, shall vest over a minimum twelve month period with no more than one-quarter of such options vesting over a three month period.

4.4 Termination of Employment

If an Optionee ceases to be a director, officer or Service Provider of the Company or one of the Company's subsidiaries, his or her Option shall be exercisable as follows:

- (a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee

shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 180 days after the date of death or Disability; and
- (ii) the Expiry Date;

(b) Termination For Cause

If the Optionee, or in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person as a result of termination for cause, as that term is interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee's employer, is employed or engaged; any outstanding Option held by such Optionee on the date of such termination, whether in respect of Option Shares that are Vested or not, shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 30 days (10 days if the Optionee was engaged in Investor Relations Activities) after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person.

For greater certainty, an Option that had not become Vested in respect of certain Unissued Option Shares at the time that the relevant event referred to in this paragraph 4.4 occurred, shall not be or become vested or exercisable in respect of such Unissued Option Shares and shall be cancelled.

4.5 Effect of a Take-Over Bid

If a *bona fide* offer (an "Offer") for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the Securities Act, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon all Option Shares subject to such Option will become Vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or

- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become Vested pursuant to paragraph 4.3 shall be reinstated. If any Option Shares are returned to the Company under this paragraph 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

4.6 Acceleration of Expiry Date

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, Vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer. The Directors shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days and not more than 35 days notice is required.

4.7 Effect of a Change of Control

If a Change of Control occurs, all Option Shares subject to each outstanding Option will become Vested, whereupon such Option may be exercised in whole or in part by the Optionee.

4.8 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not Vested at that time or which, if Vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

4.9 Shares Not Acquired

Any Unissued Option Shares not acquired by an Optionee under an Option which has expired may be made the subject of a further Option pursuant to the provisions of the Plan.

4.10 Exchange approval

The provisions of paragraphs 4.5, 4.6 and 4.7 are subject to prior Exchange approval.

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1 Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "Share Reorganization") then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
 - (i) the Option Price in effect immediately before that effective date or record date; and
 - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subsection (a)(ii).

5.2 Special Distribution

Subject to the prior approval of the Exchanges, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares;

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board of Directors of the Company has determined to be outside the normal course); or
- (d) rights, options or warrants;

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a "Special Distribution"), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

5.3 Corporate Organization

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in sections 5.1 or 5.2;
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or
- (c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation;

(any such event being herein called a "Corporate Reorganization") the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Directors.

5.4 Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

5.5 Regulatory Approval

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of paragraphs 5.1, 5.2 or 5.3 is subject to the approval of the Exchanges and any other governmental authority having jurisdiction.

6. MISCELLANEOUS

6.1 Right to Employment

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

6.2 Necessary Approvals

The Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution. Any Options granted under this Plan prior to such approval shall only be exercised upon the receipt of such approval. Disinterested shareholder approval (as required by the Exchanges) will be obtained for any reduction in the exercise price of any Option granted under this Plan if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of the Exchanges and any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to obtain such approval, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

6.3 Administration of the Plan

The Directors shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in section 5.4, the interpretation and construction of any provision of the Plan by the Directors shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

6.4 Income Taxes

As a condition of and prior to participation in the Plan any Optionee shall on request authorize the Company in writing to withhold from any remuneration otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan.

6.5 Amendments to the Plan

The Directors may from time to time, subject to applicable law and to the prior approval, if required, of the Exchanges or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Option previously granted to an Optionee under the Plan without the consent of that Optionee. Subject to the following paragraph in this section, any amendments to the Plan or options granted thereunder will be subject to the approval of the shareholders.

The Directors shall have the right to amend the Plan for the purposes of complying with the TSXV Polices or the requirements of any of the Exchanges without the approval of the shareholders.

6.6 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

6.7 No representation or Warranty

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

6.8 Compliance with Applicable Law

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

6.9 No Assignment

No Optionee may assign any of his or her rights under the Plan or any option granted thereunder.

6.10 Rights of Optionees

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

6.11 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

6.12 Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the province of British Columbia.

6.13 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

6.14 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

6.15 Incorporation of the TSXV Policies

The TSXV Policies are incorporated into the Plan by reference and will take precedence in case of a conflict between the Plan and the TSXV Policies.

Stock Option Plan approved by the Board of Directors on May 6, 2022.

SCHEDULE "A"



Mineral Hill Industries Ltd.

STOCK OPTION AGREEMENT

Template for Employees, Officers, Consultants and Advisors

Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until four months and one day after the date of grant.

THIS AGREEMENT made as of the _____ day of _____, 20__.

BETWEEN: **Mineral Hill Industries Ltd.**
#170 - 422 Richards Street.
Vancouver BC, V6B 2Z4, Canada
(the "**Optionor**")

OF THE FIRST PART

AND: _____

(Resident Address)

("the "**Optionee**")

OF THE SECOND PART

WHEREAS:

- A.** The Optionor and the Optionee hereby enter into this Stock Option Agreement (the "Option Agreement") which is governed by the Company's Stock Option Plan (the "Plan").
- B.** The Optionee holds the position of an Employee of the Optionor or a subsidiary of the Optionor; and
- C.** The Optionor wishes the Optionee to remain in such position as so to continue to receive the benefits of the Optionee's services.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Optionor hereby grants to the Optionee in respect of his/her position with the Optionor as

hereinafter set out, an option to purchase shares in the capital stock of the Optionor upon the following terms and conditions:

1. The number of shares which may be purchased by the Optionee is **XXX** (“Options”) which shares may be purchased at a price of **\$XXX** per share (the “Option Price”).
2. The Options shall terminate 3 years from the effective date of this Agreement (the “Option Period”).
3. Options may be exercised (in each case to the nearest full share) during the Option Period as follows:
 - (a) Options shall be exercisable at any time and from time to time after 180 days of the date of this Agreement as to one half (1/2) of the number of Options set out herein and as to an additional one half (1/2) after 540 days of the date of this Agreement.;
 - (b) Except as set out in section 4 (a) of the Plan, no Options may be exercised unless the Optionee is, at the time of such exercise, an officer or director of or an employee or consultant who has been continuously employed, elected, appointed or engaged by the Optionor or a designated subsidiary, as the case may be, since the date of this Agreement.
4. The Optionee may exercise the Option, in accordance with paragraph 3 above, by delivering to the Optionee at the address first written above, written notice of the shares to be purchased and full payment of the Option Price therefore. On receipt of such notice and/or payment, the Optionor shall, in the case of the exercise of Options issue shares:
 - (a) No Option may be sold or assigned; and
 - (b) No Option granted to directors or officers may be amended without approval of the shareholders of the Optionor.
5.
 - (a) If an Optionee ceases to hold his/her position with the Optionor for any reason other than his/her death, this option will terminate 30 days following the date of cessation.
 - (b) If the Optionee dies prior to the termination of his/her option, the option shall terminate as provided in paragraph 2 or one 180 after his/her death, whichever is earlier, and, until such termination, his/her personal representative shall have the same rights as the Optionee would have had but for his/her death.
6. If an Option is granted to an employee in his/her capacity as an employee, such Optionee hereby represents that he/she is an employee of the Optionor or a subsidiary thereof or an employee of a company under contract to provide management services to the Optionor.
7. If the shares of the Optionor are subdivided, consolidated or otherwise reorganized or subject to an amalgamation, the number and price of any of the shares not purchased shall be adjusted accordingly.

8. This Agreement may be executed in several parts and such parts shall together form one original agreement.
9. The Optionee recognises in particular and as a condition of and prior to participation in the Plan and authorizes herewith the Company to withhold from any remuneration otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan.
10. All other terms of the Options are governed by the *Plan*.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

Acknowledgement – Personal Information

The Optionee hereby acknowledges and consents to:

- (a) the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Optionor; and
- (b) the collection, use and disclosure of such personal information by the TSX Venture Exchange and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

MINERAL HILL INDUSTRIES LTD.

(Optionor)

C/S

Per: _____
Authorized Signatory

(Optionee)

1. The number of shares which may be purchased by the Optionee is **XXX** (“Options”) which shares may be purchased at a price of **\$XXX** per share (the “Option Price”).
2. The Options shall terminate 3 years from the effective date of this Agreement (the “Option Period”).
3. Options may be exercised (in each case to the nearest full share) during the Option Period as follows:
 - (a) Options shall be exercisable at any time and from time to time after the date of this Agreement as to one half (1/2) of the number of Options set out herein and as to an additional one half (1/2) after 180 days of the date of this Agreement.
 - (b) Except as set out in section 4 (a) of the Plan, no Options may be exercised unless the Optionee is, at the time of such exercise, a director who has been continuously elected, and engaged by the Optionor or a designated subsidiary, as the case may be, since the date of this Agreement.
4. The Optionee may exercise the Option, in accordance with paragraph 3 above, by delivering to the Optionee at the address first written above, written notice of the shares to be purchased and full payment of the Option Price therefore. On receipt of such notice and/or payment, the Optionor shall, in the case of the exercise of Options issue shares:
 - (a) No Option may be sold or assigned; and
 - (b) No Option granted to directors may be amended without approval of the shareholders of the Optionor.
5.
 - (a) If an Optionee ceases to hold his/her position with the Optionor for any reason other than his/her death, this option will terminate 30 days following the date of cessation.
 - (b) If the Optionee dies prior to the termination of his/her option, the option shall terminate as provided in paragraph 2 or one 180 after his/her death, whichever is earlier, and, until such termination, his/her personal representative shall have the same rights as the Optionee would have had but for his/her death.
6. If an Option is granted to an employee in his/her capacity as an employee, such Optionee hereby represents that he/she is an employee of the Optionor or a subsidiary thereof or an employee of a company under contract to provide management services to the Optionor.
7. If the shares of the Optionor are subdivided, consolidated or otherwise reorganized or subject to an amalgamation, the number and price of any of the shares not purchased shall be adjusted accordingly.
8. This Agreement may be executed in several parts and such parts shall together form one original agreement.
9. The Optionee recognises in particular and as a condition of and prior to participation in the Plan and authorizes herewith the Company to withhold from any remuneration otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan.
10. All other terms of the Options are governed by the **Plan**.

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- (a) the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Optionor; and
- (b) the collection, use and disclosure of such personal information by the TSX Venture Exchange and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

MINERAL HILL INDUSTRIES LTD.

(Optionor)

C/S

Per: _____
Authorized Signatory

(Optionee)