

HAVILAH MINING CORPORATION

1055 West Hastings Street, Suite 2200
Vancouver, British Columbia
V6E 2E9

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual and special meeting (the "**Meeting**") of the shareholders of Havilah Mining Corporation ("**Havilah**" or the "**Corporation**") will be held at the offices of Bennett Jones LLP, 3400 One First Canadian Place, 100 King Street West, Toronto, Ontario M5X 1A4, at 2:00 p.m. (Toronto time) on Tuesday, June 18, 2019 for the following purposes:

1. to receive the audited consolidated financial statements of the Corporation for the financial year ended December 31, 2018 together with the report of the auditor thereon;
2. to elect directors of the Corporation for the ensuing year;
3. to appoint the auditor of the Corporation for the ensuing year and to authorize the directors of the Corporation to fix the remuneration of the auditor;
4. to consider and, if deemed advisable, to pass, with or without variation, a resolution confirming and approving the restricted share unit plan of the Corporation (the "**RSU Plan**");
5. to consider and, if deemed advisable to, pass, with or without variation, a resolution confirming and approving the grants issued pursuant to the RSU Plan;
6. to consider and, if deemed advisable, to pass, with or without variation, a resolution confirming and approving the share incentive plan of the Corporation;
7. to consider and, if deemed advisable, to pass, with or without variation, a special resolution approving a change in the name of the Company to "1911 Gold Corporation" or such other name as is determined by the directors of the Company; and
8. to transact such other business as may properly be brought before the Meeting or any adjournment thereof.

Particulars of the foregoing matters are set forth in the accompanying management information circular (the "**Circular**"). Please review the Circular carefully and in full prior to voting in relation to the matters set out above as the Circular has been prepared to help you make an informed decision on such matters.

The directors of the Corporation have fixed the close of business on May 14, 2019 as the record date (the "**Record Date**") for the determination of shareholders entitled to receive notice of, and to vote at, the Meeting. Only shareholders whose names have been entered in the register of shareholders as of the close of business on the Record Date will be entitled to receive notice of, and to vote at, the Meeting.

Shareholders are entitled to vote at the Meeting either in person or by proxy, as described in the Circular under the heading "General Proxy Information". Only registered shareholders of the Corporation, or the persons they appoint as their proxies, are entitled to attend and vote at the Meeting. For information with respect to shareholders who own their Common Shares through an intermediary, see "General Proxy Information – Non-Registered Shareholders" in the Circular.

Whether or not you are able to attend the Meeting in person, you are encouraged to provide voting instructions on the enclosed form of proxy as soon as possible. To be included at the Meeting, your completed and executed form of proxy must be received by Computershare, 8th Floor, 100 University Ave, Toronto, ON M5J 2Y1, no later than 2:00 p.m. (Toronto time) on Friday, June 14, 2019 (or no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to any reconvened Meeting in the event of an adjournment of the Meeting) or deposited with the Chairman of the Meeting prior to the commencement of the Meeting or any adjournment thereof. Voting instructions may also be provided by internet or facsimile by following the instructions on the form of proxy.

DATED at Vancouver, British Columbia this 14th day of May, 2019.

BY ORDER OF THE BOARD

(Signed) "Ron Clayton"

President, Chief Executive Officer and Director

HAVILAH MINING CORPORATION
MANAGEMENT INFORMATION CIRCULAR

May 14, 2019

GENERAL PROXY INFORMATION

Solicitation of Proxies

This management information circular (the "**Circular**") is furnished in connection with the solicitation of proxies by the management of Havilah Mining Corporation (the "**Corporation**") for use at the annual and special meeting (the "**Meeting**") of the shareholders of the Corporation to be held at the offices of Bennett Jones LLP, 3400 One First Canadian Place, 100 King Street West, Toronto, Ontario, at 2:00 p.m. (Toronto time) on Tuesday, June 18, 2019 and at all adjournments thereof for the purposes set forth in the accompanying notice of meeting (the "**Notice of Meeting**"). The solicitation of proxies will be made primarily by mail and may be supplemented by telephone or other personal contact by the directors, officers and employees of the Corporation. Directors, officers and employees of the Corporation will not receive any extra compensation for such activities. The Corporation may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the shareholders of the Corporation in favour of the matters set forth in the Notice of Meeting. The Corporation may pay brokers or other persons holding common shares of the Corporation ("**Common Shares**") in their own names, or in the names of nominees, for their reasonable expenses for sending forms of proxy and this Circular to beneficial owners of Common Shares and obtaining proxies therefrom. The cost of any such solicitation will be borne by the Corporation.

No person is authorized to give any information or to make any representation other than those contained in this Circular and, if given or made, such information or representation should not be relied upon as having been authorized by the Corporation. The delivery of this Circular shall not, under any circumstances, create an implication that there has not been any change in the information set forth herein since the date hereof.

Appointment of Proxies

A registered shareholder of the Corporation may vote in person at the Meeting or may appoint another person to represent such shareholder as proxy and to vote the Common Shares of such shareholder at the Meeting. In order to appoint another person as proxy, such shareholder must complete, execute and deliver the form of proxy accompanying this Circular, or another proper form of proxy, in the manner specified in the Notice of Meeting.

The persons named in the form of proxy accompanying this Circular are officers and/or directors of the Corporation. A shareholder of the Corporation has the right to appoint a person or company (who need not be a shareholder of the Corporation), other than the persons designated in the form of proxy, to represent such shareholder at the Meeting and at any adjournment thereof. Such right may be exercised by either striking out the names of the persons designated in the form of proxy and inserting the name of the person to be appointed in the blank space provided in the form of proxy, or by completing another proper form of proxy and, in either case, delivering the completed and executed proxy to Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, no later than 2:00 p.m. (Toronto time) on Tuesday, June 18, 2019 (or no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to any reconvened Meeting in the event of an adjournment of the Meeting) or depositing the completed and executed form of proxy with the Chairman of the Meeting prior to the commencement of the Meeting or any adjournment thereof. Voting instructions may also be provided by internet or facsimile by following the instructions on the form of proxy.

Revocation of Proxies

A registered shareholder of the Corporation who has given a proxy may revoke the proxy at any time prior to use by: (a) depositing an instrument in writing, including another completed form of proxy, executed by such registered shareholder or by his or her attorney who is authorized by a document that is executed in writing or, if the registered shareholder is a corporation, by an authorized director, officer or attorney thereof to (i) the registered office of the Corporation, located at 1055 West Hastings Street, Suite 2200, Vancouver, British Columbia, V6E 2E9, at any time prior to 5:00 p.m. (Toronto time) on the last business day preceding the day of the Meeting or any adjournment thereof at which the proxy is to be used, or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof before the taking of any vote in respect of which the proxy is to be used; or (b) in any other manner permitted by law.

Exercise of Discretion by Proxies

The Common Shares represented by an appropriate form of proxy will be voted or withheld from voting on any ballot that may be called for at the Meeting, or at any adjournment thereof, in accordance with the instructions of the shareholder of the Corporation contained on the form of proxy and, if the shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. **In the absence of instructions, such Common Shares will be voted in favour of each of the matters described in the Notice of Meeting.**

The enclosed form of proxy, when properly completed and signed, confers discretionary authority upon the persons named therein to vote on any amendments to or variations of the matters described in the Notice of Meeting and on other matters, if any, which may properly be brought before the Meeting or any adjournment thereof. At the date hereof, management of the Corporation knows of no such amendments or variations or other matters to be brought before the Meeting. However, if any other matter which is not now known to management of the Corporation should properly be brought before the Meeting, or any adjournment thereof, the Common Shares represented by such proxy will be voted on such matter in accordance with the judgment of the person named as proxy thereon.

Signing of Proxy

The form of proxy must be signed by the shareholder of the Corporation or the duly appointed attorney thereof authorized in writing or, if the shareholder of the Corporation is a corporation, by an authorized officer of such corporation. A form of proxy signed by the person acting as attorney of the shareholder of the Corporation or in some other representative capacity, including an officer of a corporation which is a shareholder of the Corporation, should indicate the capacity in which such person is signing. A shareholder of the Corporation or his or her attorney may sign the form of proxy or a power of attorney authorizing the creation of a proxy by electronic signature provided that the means of electronic signature permits a reliable determination that the document was created or communicated by or on behalf of such shareholder or by or on behalf of his or her attorney, as the case may be.

Non-Registered Shareholders

Only registered shareholders of the Corporation, or the persons they appoint as their proxy, are entitled to attend and vote at the Meeting. The Common Shares of a non-registered shareholder (a "**Non-Registered Shareholder**") who beneficially owns Common Shares will generally be registered in the name of either:

- (a) an intermediary (an "**Intermediary**") with whom the Non-Registered Shareholder deals in respect of the Common Shares (including, among others, banks, trust companies, securities dealers or brokers, trustees or administrators of a self-administered registered retirement

savings plan, registered retirement income fund, registered education savings plan and similar plans); or

- (b) a clearing agency (such as CDS Clearing and Depository Services Inc. or The Depository Trust Company) of which the Intermediary is a participant.

There are two kinds of beneficial owners: objecting beneficial owners who object to their name being made known to issuers of securities which they own ("**OBOs**") and non-objecting beneficial owners who do not object to their name being made known to the issuers of securities which they own ("**NOBOs**"). Issuers can request and obtain a list of their NOBOs from Intermediaries via their transfer agents pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators ("**NI 54-101**") and issuers can use this list to distribute proxy-related materials directly to its NOBOs. The Corporation has decided to take advantage of the provisions of NI 54-101 that allow it to deliver proxy-related materials directly to its NOBOs. As a result, NOBOs can expect to receive a voting instruction form from the Corporation's transfer agent, Computershare Investor Services Inc.

With respect to OBOs, in accordance with the requirements of NI 54-101, the Corporation has distributed copies of the Notice of Meeting, this Circular and the accompanying form of proxy (collectively, the "**Meeting Materials**") to the Intermediaries for onward distribution to Non-Registered Shareholders. Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders unless the Non-Registered Shareholders have waived the right to receive them. Intermediaries often use service companies to forward the Meeting Materials to Non-Registered Shareholders. Generally, Non-Registered Shareholders who have not waived the right to receive Meeting Materials will be given either:

- (a) a voting instruction form **which is not signed by the Intermediary** and which, when properly completed and signed by the Non-Registered Shareholder and **returned to the Intermediary or its service company**, will constitute voting instructions which the Intermediary must follow. Typically, the voting instruction form will consist of a one page pre-printed form. Sometimes, instead of the one page pre-printed form, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label with a bar-code and other information. In order for the voting instruction form to validly constitute a form of proxy, the Non-Registered Shareholder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company; or
- (b) a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should properly complete the form of proxy and deposit it with Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1.

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Shareholder who receives either a voting instruction form or a form of proxy wish to attend the Meeting and vote in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the names of the persons named in the form of proxy and insert the Non-Registered Shareholder's

(or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the directions indicated on the form. **Non-Registered Shareholders should carefully follow the instructions of their Intermediaries and their service companies, including those instructions regarding when and where the voting instruction form or the form of proxy is to be delivered.**

A Non-Registered Shareholder who has submitted a voting instruction form or form of proxy may revoke it by contacting the Intermediary through which the Common Shares of such Non-Registered Shareholder are held and following the instructions of the Intermediary respecting the revocation of proxies.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The directors of the Corporation have fixed May 14, 2019 as the record date for the determination of the shareholders of the Corporation entitled to receive notice of the Meeting. Shareholders of the Corporation of record at the close of business on May 14, 2019 will be entitled to vote at the Meeting and at all adjournments thereof.

As at May 14, 2019, there were 37,460,311 Common Shares outstanding. Each Common Share entitles the holder of record thereof to one vote at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, as at May 14, 2019, no person or company beneficially owned, or controlled or directed, directly or indirectly, voting securities of the Corporation carrying 10% or more of the voting rights attached to any class of voting securities of the Corporation except as stated below.

<u>Name</u>	<u>Number of Common Shares Beneficially Owned, Controlled or Directed</u>	<u>Percentage of Outstanding Common Shares Beneficially Owned, Controlled or Directed</u>
Dundee Resources Limited	4,666,667 ⁽¹⁾	15.94%

Note:

(1) Dundee Resources Limited, a corporation controlled by Dundee Limited, is the registered owner of the Common shares.

BUSINESS OF THE MEETING

Receiving the Financial Statements

The audited consolidated financial statements of the Corporation for the financial year ended December 31, 2018 have been mailed to the Corporation's registered and beneficial shareholders who requested to receive them. The financial statements are also available on SEDAR at www.sedar.com. At the Meeting, shareholders and proxy holders will be given an opportunity to discuss the financial results with management.

Election of Directors

The Corporation currently has six directors, the term for all of whom ends at the close of the Meeting. The board of directors of the Corporation has fixed the number of directors to be elected at the Meeting at six. Accordingly, at the Meeting, shareholders of the Corporation will be asked to elect six directors for the ensuing year. Each director elected will hold office until the close of the first annual meeting of the shareholders of the Corporation following his election unless his or her office is earlier vacated in accordance with the articles of the Corporation.

The following table sets forth certain information regarding each person proposed to be nominated for election as a director, including their name, position, province or state and country of residence, principal occupation, business or employment during the last five years, the date on which they became a director of the Corporation and the approximate number of Common Shares beneficially owned, or controlled or directed, directly or indirectly, by them as of May 14, 2019:

<u>Name, Position, Province or State and Country of Residence</u>	<u>Principal Occupation, Business or Employment</u>	<u>Date Became Director</u>	<u>Common Shares Owned or Controlled or Directed⁽¹⁾</u>
Blair Schultz ⁽¹¹⁾ Ontario, Canada Chairman of the Board and Director	Chairman of Klondex Mines Ltd. (" Klondex ") from June 2012 to September 2014; Executive Director of Klondex from September 2014 to June 2015; Director of Klondex until July 2018; President and Chief Executive Officer of Langhaus Financial Partners Inc. from October 2016 to September 2017; Director of Eastmain Resources Inc. since April 2016; Director of Ring the Bell Capital Corporation since June 2018; Director of OK2 Minerals Ltd. from August 2016 to August 2018; Director of VMS Ventures Inc. from July 2015 and Chair of the Special Committee until acquired by Royal Nickel Corporation in April 2016; Vice President and Portfolio Management and Trading at K2 & Associates Investment Management Inc., a hedge fund in Toronto, from June 2001 to June 2014.	May 3, 2018	1,665,029 ⁽²⁾⁽³⁾
Ron Clayton ⁽¹²⁾ Nevada, USA President, CEO and Director	President and Chief Executive Officer of Havilah Mining Corporation since January 15, 2019; President, Chief Executive Officer and Director of Tahoe Resources from August, 2016 to June 15, 2018; COO Tahoe Resources from April 2010 to July 2016; Senior Vice President, Operations and General Manager of several underground mines for Hecla Mining Company.	November 27, 2018	350,000 ⁽⁴⁾

Name, Position, Province or State and Country of Residence	Principal Occupation, Business or Employment	Date Became Director	Common Shares Owned or Controlled or Directed ⁽¹⁾
Paul Huet ⁽¹³⁾ Nevada, USA Director	Executive Chairman of Royal Nickel Corporation since February 25, 2019; Chairman of Elim Mining (a private company); and was the President, CEO and Director of Klondex Mines from 2012 - 2018, until its acquisition by Hecla Mining Company. Mr. Huet has a strong command of capital markets and has served in all levels of engineering and operations of Mining. Mr. Huet graduated with Honors from the Mining Engineering Technology program at Haileybury School of Mines in Ontario, and successfully completed the Stanford Executive program at the Stanford School of Business. In 2013 Mr. Huet was nominated for the Premier's Award in Ontario for outstanding College graduates; he is currently a member of OACETT as an applied Science Technologist and an Accredited Director.	May 3, 2018	337,974 ⁽⁵⁾
James Haggarty ⁽⁶⁾ Ontario, Canada Director	President and Chief Executive Officer of SIM International since May 2016; Managing Director, Gibraltar Growth Corporation from November 2015 to March 2016; Director of GreenSpace Brands Inc. since April 2015; Director of Toronto Blue Jays Care Foundation since 2010; Chief Executive Officer of technology and e-commerce company (SHOP.CA) from April 2014 to October 2015; Founder & President of J.E.L.L. Advisors, a consulting firm, since 2012; Executive Vice President at Rogers Communications Inc. from April 2005 to February 2012.	May 3, 2018	136,661 ⁽⁷⁾

Name, Position, Province or State and Country of Residence	Principal Occupation, Business or Employment	Date Became Director	Common Shares Owned or Controlled or Directed ⁽¹⁾
Michael Hoffman ⁽¹⁴⁾ Ontario, Canada Director	Mr. Hoffman is a professional mining engineer with experience in engineering, operations, projects and corporate development. He is currently a director of Trevali Mining Corp (Chair from October 2017 to March 2019) and is also currently a director of Eastmain Resources. He has previously held executive positions with companies including Belo Sun Mining, Crocodile Gold, Kria Resources, Crowflight Minerals, Desert Sun Mining, Goldcorp and Yamana Gold. He is a professional engineer in Ontario and recently completed the University of Toronto Rotman School of Management Director Education Course.	May 3, 2018	119,000 ⁽⁸⁾
Shastri Ramnath ⁽¹⁵⁾ Ontario, Canada	Ms. Ramnath is currently the President and CEO of Exiro Minerals Corp, a junior exploration company and the Chair of Orix Geoscience Corp, a geological consulting firm that she co-founded and current co-owns. Ms. Ramnath is a Professional Geoscientist with over 20 years of global experience and has worked in various technical and leadership roles including, FNX Mining where she was a key member of the exploration and resource team that discovered the Victoria and Morrison Deposits and subsequently with Bridgeport Ventures, a publicly listed company, where she was the President and CEO. Ms. Ramnath received a B.Sc. in Geology from the University of Manitoba, a M.Sc. in Exploration Geology from Rhodes University (South Africa), and an Executive MBA from Athabasca University.	February 4, 2019	66,667 ⁽⁹⁾⁽¹⁰⁾

Notes:

- (1) The information as to the number of Common Shares beneficially owned or over which control or direction is exercised has been furnished by the respective nominee.
- (2) Mr. Schultz also holds 350,000 Options, 70,000 Rights Restricted Share Units, and 595,000 warrants.
- (3) Blair Schultz Investco., a corporation controlled by Mr. Schultz, holds 311,375 Common Shares; and Schultz Family Trust 2016, controlled by Mr. Schultz, holds 24,875 Common Shares.
- (4) Mr. Clayton also holds 575,000 Options, 500,000 Restricted Share Units, and 175,000 warrants.
- (5) Mr. Huet also holds 175,000 Options and 138,750 warrants.
- (6) Mr. Haggarty is the Chairman of the Audit Committee.
- (7) Mr. Haggarty also holds 175,000 Options, and 59,500 warrants.
- (8) Mr. Hoffman also holds 175,000 Options, and 59,500 warrants.
- (9) Ms. Ramnath also holds 175,000 Options, and Ram Jam Holdings Inc., a corporation controlled by Ms. Ramnath holds 33,333 warrants.
- (10) Ram Jam Holdings Inc., a corporation controlled by Ms. Ramnath holds 66,667 Common Shares.
- (11) Mr. Schultz is a member of the Audit Committee and the Corporate Governance Committee.
- (12) Mr. Clayton is a member of the Health, Safety, Environment and Technical Committee.
- (13) Mr. Huet is the Chair of the Compensation and Nominating Committee and a member of each of the Audit Committee and the Health, Safety, Environmental and Technical Committee.
- (14) Mr. Hoffman is the Chair of the Health, Safety Environment and Technical Committee and is a member of the Corporate Governance Committee and the Compensation and Nominating Committee.
- (15) Ms. Ramnath is the Chair of the Corporate Governance Committee and is a member of the Compensation and Nominating Committee.

None of the persons proposed to be nominated for election as a director of the Corporation is, as at the date hereof, or has been, within the ten years prior to the date hereof, a director, chief executive officer or chief financial officer of any company that was subject to a cease trade order, an order similar to a cease trade order or an order that denied such company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days and that was issued while that person was acting in such capacity or that was issued after that person ceased to act in such capacity and which resulted from an event that occurred while that person was acting in such capacity.

Other than as disclosed below, none of the persons proposed to be nominated for election as a director of the Corporation is, as at the date hereof, or has been, within the ten years prior to the date hereof, a director or executive officer of any company that, while that person was acting in such capacity, or within a year of that person ceasing to act in such 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.

James Haggarty served as an executive officer of SHOP.ca ("**SHOP**") from April 2014 to October 2015. On June 7, 2016, SHOP submitted a Notice of Intention to Make a Proposal to the Office of the Superintendent of Bankruptcy Canada asking for, among other things, an order approving a filing extension and protection from creditors. On July 21, 2016 SHOP was deemed to have made an assignment in bankruptcy pursuant to applicable Canadian bankruptcy laws.

None of the persons proposed to be nominated for election as a director of the Corporation has, within the ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

None of the persons proposed to be nominated for election as a director of the Corporation has been subject to: (a) 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 (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a person proposed to be nominated for election as a director of the Corporation.

The persons named in the form of proxy accompanying this Circular intend to vote FOR the election of each of the nominees whose names are set forth above, unless the shareholder of the Corporation who has given such proxy has directed that the Common Shares represented by such proxy be withheld from voting in respect of the election of each such nominee. Management of the Corporation does not contemplate that any of the nominees will be unable to serve as a director of the Corporation for the ensuing year, however, if that should occur for any reason at or prior to the Meeting or any adjournment thereof, the persons named in the form of proxy accompanying this Circular have the right to vote for the election of the remaining nominees and may vote for the election of a substitute nominee in their discretion.

Appointment of Auditor

It is proposed that PricewaterhouseCoopers LLP ("**PWC**") be appointed as the auditor of the Corporation to hold office until the close of the next annual meeting of the shareholders of the Corporation and that the board of directors of the Corporation be authorized to set the auditor's remuneration. PWC is currently the auditor of the Corporation and has been the auditor of the Corporation since July 13, 2018.

The persons named in the form of proxy accompanying this Circular intend to vote FOR the appointment of PWC as the auditor of the Corporation until the close of the next annual meeting of the shareholders of the Corporation or until its successor is appointed and the authorization of the directors of the Corporation to fix the remuneration of PWC, unless the shareholder of the Corporation who has given such proxy has directed that the Common Shares represented by such proxy be withheld from voting in respect of the appointment of the auditor of the Corporation.

Approval of the Restricted Share Unit Plan

Summary of the Restricted Share Unit Plan

On July 11, 2018, the Board approved the adoption of the restricted share unit plan (the "**RSU Plan**"). The Board decided that it is desirable to have a wide range of incentive plans including the RSU Plan in place to attract, retain and motivate employees, directors and consultants of the Corporation. The RSU Plan is subject to the receipt of the requisite approvals of the TSX-V and the Shareholders.

The RSU Plan allows for restricted share units ("**RSUs**") to be granted to eligible participants. An RSU award granted to a participant for services rendered will entitle the participant, subject to the participant's satisfaction of any conditions, restrictions or limitations imposed under the RSU Plan or RSU grant letter, to receive a payment in fully paid Common Shares or, at the option of the Corporation, in cash on the date when the RSU award is fully vested, which shall be no later than December 31st of the third calendar year following the calendar year applicable to the particular RSU award grant date.

Under the RSU Plan 1,000,000 Common Shares (representing approximately 2.67% of the issued and outstanding Common Shares as at May 14, 2019), may be issued from treasury to participants by the Corporation to settle vested RSUs under the RSU Plan. As of May 14, 2019, 640,000 RSUs were outstanding under the RSU Plan and 1,000,000 Common Shares (representing approximately 2.67% of the issued and outstanding Common Shares as at May 14, 2019) were available to settle vested RSUs.

The following is a summary of the key terms of the RSU Plan, which summary is qualified in its entirety by reference to the full text of the RSU Plan, which is available in Schedule "A" and under the Corporation's SEDAR profile at www.sedar.com.

Purpose

The purpose of the RSU Plan is to advance the interests of the Corporation and its affiliates through the motivation, attraction and retention of full-time and part-time employees, directors and eligible contractors of the Corporation or an affiliate of the Corporation and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Common Shares by such participants, it being generally recognized that restricted share unit plans aid in attracting, retaining and encouraging employees, directors and consultants due to the opportunity offered to them to acquire a proprietary interest in the Corporation. The RSU Plan provides for the payment of bonus compensation in the form of Common Shares or, at the option of the Corporation, cash to participants.

Administration

The RSU Plan provides that the RSU Plan shall be administered by the Board or, if the Board so determines, the committee of the Board authorized to administer the RSU Plan, including any compensation committee of the Board (collectively, the "**Committee**"). The Committee shall from time to time determine the participants who may participate in the RSU Plan.

Granting of RSU Awards

The Committee shall from time to time determine the participants to whom RSUs shall be granted. The Committee shall, in its sole discretion, determine any and all conditions to the vesting of any RSUs granted to a participant, which vesting conditions may be based on either or both of time and performance criteria, and the Committee may take into consideration the present and potential contributions of and the services rendered by the particular participant to the success of the Corporation and its affiliates and any other factors which the Committee deems appropriate and relevant.

Each grant of an RSU award under the RSU Plan shall be evidenced by an RSU grant letter to the participant from the Corporation. Unless otherwise specified in the applicable RSU grant letter, the granting of RSUs to any participant under the RSU Plan which is awarded in May to December of a calendar year will be awarded solely in respect of performance of such participant in the same calendar year. Where RSUs are awarded in January to April of a particular calendar year, such bonus will be awarded solely in respect of performance of such participant in the calendar year immediately preceding such award. No RSU and no other right or interest of a participant is assignable or transferable but shall thereafter ensure to the benefit of and be binding upon the participant's beneficiary designated under the RSU Plan.

Subject to the absolute discretion of the Committee, the Committee may elect to credit, as a bonus for services rendered in the calendar year containing the payment date for cash dividends paid on the Common Shares (the "**Dividend Payment Date**"), a participant with additional RSUs. In such case, the number of additional RSUs so credited will be equal to (computed to two decimal places) the aggregate amount of dividends that would have been paid to the participant if the RSUs in the participant's account as of the record date for payment of such dividends (the "**Dividend Record Date**") had been Common Shares divided by the Market Value of a Common Share on the Dividend Payment Date. The additional RSUs will vest on the participant's entitlement date of the particular RSU award to which the additional RSUs relate.

For the purposes of the RSU Plan, "Market Value" means the greater of either: (a) the weighted average trading price of the Common Shares on the TSX-V; and (b) the average of daily high and low board lot trading prices of the Common Shares on the TSX-V, for the five consecutive trading days immediately prior to the date as of which Market Value is determined, provided that where the Market Value would be determined with reference to a period commencing after a fiscal quarter end of the Corporation and ending prior to the public disclosure of interim financial statements for such quarter (or annual financial statements in the case of the fourth

quarter), the calculation of the Market Value will be made with reference to the fifth trading day immediately following the date of public disclosure of the financial statements for that quarter. If the Common Shares are not trading on the TSX-V, then the Market Value shall be determined based on the trading price on such stock exchange or over-the-counter market on which the Common Shares are listed and posted for trading as may be selected for such purpose by the Committee. In the event that the Common Shares are not listed and posted for trading on any stock exchange or over the-counter market, the Market Value shall be the fair market value of such Common Shares as determined by the Committee in its sole discretion, acting reasonably.

Common Share Availability and Insider Participation Limit

The aggregate maximum number of Common Shares available for issuance from treasury under the RSU Plan, subject to adjustment in the event of a stock dividend, consolidation, subdivision or reclassification, shall not exceed 1,000,000 Common Shares. Any Common Shares subject to an RSU which has been granted under the RSU Plan and which has been cancelled or terminated in accordance with the terms of the RSU Plan prior to such RSU being fully vested will again be available under the RSU Plan.

The maximum number of Common Shares issuable to insiders of the Corporation, at any time, pursuant to the RSU Plan and all other security-based compensation arrangements of the Corporation is 10% of the total number of Common Shares then outstanding. The maximum number of Common Shares issued to insiders, within any one-year period, pursuant to the RSU Plan and all other security-based compensation arrangements of the Corporation is 10% of the total number of Common Shares then outstanding. The maximum number of Common Shares issued to any one person (and companies wholly-owned by that person), within any one-year period, pursuant to the RSU Plan and all other security-based compensation arrangements of the Corporation must not exceed 5% of the total number of Common Shares then outstanding, unless disinterested shareholder approval is obtained. The maximum number of Common Shares issued to any eligible contractor, within any one-year period, pursuant to the RSU Plan and all other security-based compensation arrangements of the Corporation must not exceed 2% of the total number of Common Shares then outstanding.

Settlement of RSUs

An RSU award granted to a participant for services rendered will entitle the participant, subject to the participant's satisfaction of any conditions, restrictions or limitations imposed under the RSU Plan or RSU grant letter, to receive a payment in fully paid Common Shares or, at the option of the Corporation, in cash on the date when the RSU award is fully vested, which shall be no later than December 31st of the third calendar year following the calendar year applicable to the particular RSU award grant date.

For the purposes of the RSU Plan, "Employer" in respect of a participant means the entity which employs or receives services from, as applicable, such participant, which may be the Corporation or an affiliate of the Corporation. Subject to the Corporation's ability to elect to satisfy its payment obligations in cash, the Employer shall satisfy its payment obligation, net of any applicable taxes and other source deductions required to be withheld by the Employer, on the redemption of the RSUs, with the issue of fully paid Common Shares from treasury or by having the broker appointed by the Board under the RSU Plan (the "**Broker**") acquire Common Shares in the open market (using funds paid to the Broker by the affiliate that is the employer of the participant for such purpose) on behalf of the participant, in the event that the Corporation elects not to issue Common Shares from treasury. If, after the issuance of Common Shares or the purchase of Common Shares by the Broker, an amount remains payable in respect of the vested RSUs being redeemed, the applicable affiliate shall pay such remaining amount in cash (net of any applicable taxes or other source deductions required to be withheld) to the participant.

In the event that the Employer satisfies its payment obligation in Common Shares, a participant may direct to have the Broker, if any such Broker has been appointed by the Board, sell such Common Shares on behalf of

the participant. In the absence of an election being made, the participant shall be deemed to have elected to receive the Common Shares directly.

In the event that the Employer elects to satisfy its payment obligation in cash, on the date when an RSU award is fully-vested, the RSUs shall be redeemed and paid by the affiliate that is the employer of the participant to the participant, subject to the deduction or withholding by the Employer of any amount required to be deducted or withheld.

Effect of Death, Disability, Retirement or Termination

Subject to the provisions described above and except as provided for in the RSU grant letter or as otherwise determined by the Committee, in the event of:

- (a) the death of the participant, all unvested RSUs credited to the participant will vest on the date of the participant's death. The Common Shares represented by the RSUs held by the participant shall be issued or acquired in the open market by the Broker, or cash will be paid, as determined by the Committee, to or for the benefit of the participant's estate as soon as practicable;
- (b) the disability of the participant, all RSUs credited to the participant which have not vested prior to the date on which the participant is determined to be totally disabled will vest on the earlier of (i) the 60th day following the date on which the participant is determined to be totally disabled and (ii) the participant's entitlement date, and the Common Shares represented by RSUs held by the participant shall be issued or acquired in the open market by the Broker, or cash will be paid, as determined by the Committee, to or for the benefit of the participant as soon as practicable;
- (c) if a participant shall cease to be employed by, or provide services to, the Corporation or an affiliate of the Corporation (and is not or does not continue to be a director or employee thereof) as a result of termination without cause, all unvested RSUs credited to the participant shall vest on the date of termination, and the Common Shares represented by RSUs held by the participant shall be issued or acquired in the open market by the Broker, or cash will be paid, as determined by the Committee, to or for the benefit of the participant as soon as practicable, in accordance with the RSU Plan; and
- (d) if a participant shall:
 - (i) cease to be a director of the Corporation or an affiliate of the Corporation (and is not or does not continue to be an employee thereof) for any reason other than death or disability, or
 - (ii) cease to be employed by, or provide services to, the Corporation or an affiliate of the Corporation (and is not or does not continue to be a director or employee thereof) for any reason other than death, disability or termination without cause, all RSUs held by such participant shall be forfeited and cancelled as of the date of termination, and the participant shall have no entitlement to receive any payment in respect of such forfeited RSUs, or any other amount in respect of such forfeited RSUs, by way of damages, payment in lieu or otherwise.

Change of Control

If there is a Change of Control (as defined in the RSU Plan), all RSUs outstanding that are held by a participant shall immediately vest on the date of such Change of Control notwithstanding the participant's entitlement date. In any event, upon a Change of Control, participants shall not be treated any more favourably than shareholders of the Corporation with respect to the consideration that the participants would be entitled to receive for their Common Shares.

Take-Over Bid

In the event that the Corporation becomes the subject of a take-over bid (within the meaning of the Securities Act (Ontario)) pursuant to which 100% of the issued and outstanding Common Shares are acquired by the offeror either directly or as a result of the compulsory acquisition provisions of the incorporating statute and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all holders of RSUs requiring them to surrender their RSUs within 10 days of the mailing of such notice, and the holders of RSUs shall be deemed to have surrendered such RSUs on the tenth (10th) day after the mailing of such notice without further formality, subject to certain conditions outlined in the RSU Plan being satisfied.

Amendment or Discontinuance

The Board or the Committee, as the case may be, may suspend or discontinue the RSU Plan, or any portion thereof, at any time without first obtaining shareholder approval and in its absolute discretion, provided that, without the consent of a participant, such suspension or discontinuance may not in any manner adversely affect the participant's rights under any RSU granted under the RSU Plan.

The Board or the Committee may, subject to receipt of requisite regulatory and shareholder approval, make the following amendments to the RSU Plan:

- (a) amend the number of securities under the RSU Plan;
- (b) change the definition of "Participant" under the RSU Plan which would have the potential of narrowing, broadening or increasing insider participation;
- (c) make amendments to the limits on non-employee director participation;
- (d) make amendments to the amending provisions of the RSU Plan; or
- (e) make amendments to permit RSUs, or any other right or interest of a participant under the RSU Plan, to be assigned or transferred, other than for normal estate settlement purposes.

The Board or the Committee may, subject to receipt of requisite regulatory approval, where required, in its sole discretion make all other amendments to the RSU Plan that are not of the type contemplated above, including, without limitation:

- (a) amendments of a housekeeping nature;
- (b) the addition or a change to the vesting provisions of an RSU or the RSU Plan;
- (c) a change to the termination provisions of an RSU or the RSU Plan;

- (d) amendments to reflect changes to applicable securities laws; and
- (e) amendments to ensure that the RSUs granted under the RSU Plan will comply with any provisions respecting income tax and other laws in force in any country or jurisdiction of which a participant to whom an RSU has been granted may from time to time be resident or a citizen.

Shareholder Approval of the RSU Plan

At the Meeting, disinterested shareholders of the Corporation will be asked to consider and, if deemed advisable, to pass, with or without variation, a resolution (the "**RSU Plan Resolution**") confirming and approving the RSU Plan, other than Insiders of the Corporation, eligible employees, and eligible contractors (as defined in the RSU Plan) eligible to receive restricted share units under the RSU Plan. The full text of the RSU Plan Resolution is set out in Schedule "B" attached hereto.

In order to be passed, the RSU Plan Resolution requires the approval of a majority of the votes cast thereon by shareholders of the Corporation present in person or represented by proxy at the Meeting, excluding the votes attached to Common Shares beneficially owned by Insiders of the Corporation, Eligible Employees, and Eligible Contractors, eligible to receive restricted share units under the RSU Plan. The directors of the Corporation unanimously recommend that shareholders vote in favour of the RSU Plan Resolution. **The persons named in the form of proxy accompanying this Circular intend to vote FOR the RSU Plan Resolution, unless the shareholder of the Corporation who has given such proxy has directed that the Common Shares represented by such proxy be voted against the RSU Plan Resolution.**

Approval of the RSU Grant

At the Meeting, the disinterested shareholders will be asked to consider and, if thought fit, to approve and adopt an ordinary resolution of disinterested shareholders approving the grant of 640,000 RSUs to the following insiders of the Corporation:

Name	Position	Number of RSUs
Ron Clayton	President, Chief Executive Officer and Director	500,000
Blair Schultz	Chairman of the Board and Director	70,000
Shaun Heinrichs	Chief Financial Officer	35,000
Scott Anderson	Vice President, Exploration	35,000

Shareholder Approval of the RSU Grant

The RSUs to be granted will not be exercisable until disinterested shareholder approval is obtained. As the RSUs are intended to be granted to the above-named insiders prior to the receipt of disinterested shareholder approval of such RSU grant, the policies of the TSX-V require the grant of such RSUs to be approved by disinterested shareholders of the Corporation. For the purposes of this resolution, disinterested shareholders will be all shareholders of the Corporation other than Ron Clayton, Blair Schultz, Shaun Heinrichs and Scott Anderson and their respective associates.

At the Meeting, the disinterested shareholders of the Corporation will be asked to consider and, if deemed advisable, to pass with or without variation, an ordinary resolution (the "**RSU Grant Resolution**") approving the grant of 640,000 RSUs to Ron Clayton, Blair Schultz, Shaun Heinrichs and Scott Anderson. In order for the resolution approving the RSU grant to be effective, it must be approved by the affirmative vote of a majority of the votes cast in respect thereof by shareholders present in person or by proxy at the Meeting, excluding

the votes, if any, cast by Ron Clayton, Blair Schultz, Shaun Heinrichs and Scott Anderson and their respective associates. The full text of the RSU Grant Resolution is set out in Schedule "C" attached hereto.

In order to be passed, the RSU Grant Resolution requires the approval of a majority of the votes cast thereon by shareholders of the Corporation present in person or represented by proxy at the Meeting, excluding the votes attached to Common Shares beneficially owned by Ron Clayton, Blair Schultz, Shaun Heinrichs and Scott Anderson and their respective associates (as defined under the policies of the TSX-V). The directors of the Corporation unanimously recommend that shareholders vote in favour of the RSU Grant Resolution. **The persons named in the form of proxy accompanying this Circular intend to vote FOR the RSU Grant Resolution, unless the shareholder of the Corporation who has given such proxy has directed that the Common Shares represented by such proxy be voted against the RSU Grant Resolution.**

Approval of the Share Incentive Plan

The directors of the Corporation approved the share option plan (the "**Share Incentive Plan**") of the Corporation on July 11, 2018. Pursuant to the policies of the TSX-V, the Corporation is required to obtain shareholder approval of the Share Incentive Plan.

The option plan resolution (the "**Share Incentive Plan Resolution**"); as set out in Schedule "E".

Summary of the Share Incentive Plan

The Share Incentive Plan is a rolling-maximum option plan whereby the maximum number of Havilah Shares that may be reserved for issue and which can be purchased upon the exercise of all options granted under the Share Incentive Plan and all other Security-Based Compensation Arrangements of the Corporation is fixed at 10% of the number of outstanding Havilah Shares from time to time.

The following is a summary of the key provisions of the Share Incentive Plan. The following summary is qualified in all respects by the full text of the Share Incentive Plan, a copy of which is attached hereto as Schedule "D". Reference should be made to the Share Incentive Plan for the complete provisions thereof.

Purpose, Administration and Eligible Participants

The purpose of the Share Incentive Plan is to advance the interests of Havilah through the motivation, attraction and retention of key employees, consultants and directors of Havilah and "designated" affiliates of Havilah (as such term is defined in the Share Incentive Plan) and to secure for Havilah and the shareholders of Havilah the benefits inherent in the ownership of Havilah Shares by key employees, consultants and directors of Havilah and the designated affiliates of Havilah through the granting of non-transferable options ("**Havilah Options**") to eligible participants under the Share Incentive Plan. The Share Incentive Plan will be administered by the directors of Havilah. Pursuant to the Share Incentive Plan, the directors may delegate the administration of the Share Incentive Plan to a committee, which the directors anticipate will be the Havilah Compensation Committee, which will be authorized to carry out such administration and, failing a committee being so designated, the Share Incentive Plan is to be administered by the directors of Havilah.

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

Havilah Shares Subject to the Share Incentive Plan

The aggregate number of Havilah Shares reserved for issue and which can be purchased upon the exercise of all Havilah Options granted under the Share Incentive Plan and all other Security-Based Compensation Arrangements of the Corporation may not exceed 10% of the Havilah Shares outstanding from time to time. The Share Incentive Plan is a "rolling" maximum share option plan, and any increase or reduction in the number of outstanding Havilah Shares will result in an increase or reduction, respectively, in the number of Havilah Shares that are available to be issued under the Share Incentive Plan.

The maximum number of Havilah Shares reserved for issue pursuant to Havilah Options granted to participants who are insiders of Havilah in any 12 month period may not exceed, in the aggregate, 10% of the number of Havilah Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the TSX-V. The maximum number of Havilah Shares reserved for issue to any one participant upon the exercise of Havilah Options in any 12 month period shall not exceed 5% of the number of Havilah Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the TSX-V. The maximum number of Havilah Shares reserved for issue to any one participant (other than a participant who is an eligible director or eligible employee) upon the exercise of Havilah Options in any 12 month period shall not exceed 2% of the number of Havilah Shares then outstanding.

The maximum number of Havilah Shares reserved for issue to all eligible employees and to all participants (other than participants who are eligible directors) conducting Investor Relations Activities (as such terms are defined in the policies of the TSX-V) upon the exercise of Havilah Options in any 12 month period shall not exceed, in the aggregate, 2% of the number of Havilah Shares then outstanding. Havilah Options granted to participants (other than participants who are eligible directors or eligible employees) performing Investor Relations Activities shall vest in stages over a 12 month period, with no more than $\frac{1}{4}$ of the Havilah Options vesting in any three month period. The directors of Havilah shall, through the establishment of appropriate procedures, monitor the trading in the securities of Havilah by all grantees of options performing Investor Relations Activities.

As the number of Havilah Shares that will be outstanding immediately following the Effective Time cannot be determined as of the date hereof, the number of Havilah Shares available pursuant to the Share Incentive Plan as of the date hereof also cannot be determined.

Exercise Price of Havilah Options

The exercise price of any Havilah Option may not be less than the closing price of the Havilah Shares on the principal stock exchange on which the Havilah Shares are listed on the last trading day immediately preceding the date of grant of the Havilah Option less the maximum discount, if any, permitted by such stock exchange (with no discount permitted for Havilah Options granted to participants subject to U.S. taxation) and, if the Havilah Shares are not then listed on any stock exchange, the exercise price may not be less than the fair market value of the Havilah Shares as may be determined by the directors of Havilah on the day immediately preceding the day of the grant of such Havilah Option. Notwithstanding the foregoing, the exercise price of a Havilah Option awarded to a U.S. participant shall be not less than the closing price of the Havilah Shares on the stock exchange on the last trading day immediately preceding the date of the grant of such Havilah Option.

Expiry Date of Havilah Options

Each Havilah Option, unless sooner terminated pursuant to the provisions of the Share Incentive Plan, will expire on a date to be determined by the Havilah Compensation Committee at the time the Havilah Option is granted, subject to amendment by an employment contract, which date cannot be later than ten years after the date the Havilah Option is granted.

However, if the expiry date falls within a "blackout period" or within ten business days after the expiry of a "blackout period", then the expiry date of the Havilah Option will be the date which is ten business days after the expiry of the blackout period.

Vesting and Exercise of Havilah Options

Except as otherwise provided in the Share Incentive Plan or in any employment contract, each Havilah Option may be exercised during the term of the Havilah Option only in accordance with the vesting schedule, if any, determined by the Havilah Compensation Committee at the time of the grant of the Havilah Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Havilah Compensation Committee from time to time with respect to a particular Havilah Option, subject to applicable regulatory requirements. If the Havilah Compensation Committee does not determine a vesting schedule at the time of the grant of any particular Havilah Option, such Havilah Option will be exercisable in whole at any time, or in part from time to time, during the term of the Havilah Option.

Effect of Termination

No Havilah Option granted under the Share Incentive Plan may be exercised unless the optionee at the time of exercise thereof is:

- (a) in the case of an eligible employee, an officer of Havilah or a designated affiliate of Havilah or in the employment of Havilah or a designated affiliate of Havilah and has been continuously an officer or so employed since the date of the grant of such Havilah Option;
- (b) in the case of an eligible director who is not also an eligible employee, a director of Havilah or a designated affiliate of Havilah and has been such a director continuously since the date of the grant of such Havilah Option; and
- (c) in the case of any other eligible participant, engaged, directly or indirectly, in providing ongoing management, advisory, consulting, technical or other services for Havilah or a designated affiliate of Havilah and has been so engaged since the date of the grant of such Havilah Option;

provided, however, that if a participant: (i) ceases to be a director of Havilah and of the designated affiliates of Havilah (and is not or does not continue to be an employee thereof) for any reason (other than death); or (ii) ceases to be employed by, or provide services to, Havilah or the designated affiliates of Havilah (and is not or does not continue to be a director or officer thereof), or any corporation engaged to provide services to Havilah or the designated affiliates of Havilah, for any reason (other than death) or receives notice from Havilah or any designated affiliate of Havilah of the termination of his or her employment contract, except as otherwise provided in any employment contract, such participant will have 90 days from the date of such termination to exercise his or her Havilah Options to the extent that such participant was entitled to exercise such Havilah Options at the date of such termination. Notwithstanding the foregoing or any employment contract, in no event shall such right extend beyond the period during which the Havilah Option was exercisable under the terms of its grant or one year from the date of such termination.

If a participant, or in the case of another participant which is not an individual, the primary individual providing services to Havilah or designated affiliates of Havilah on behalf of the other participant dies, any outstanding Havilah Option held by such participant or other participant at the date of such death will become immediately exercisable and will be exercisable in whole or in part only by the person or persons to whom the rights of the optionee under the Havilah Option will pass for a period of 12 months after the date of death of the optionee

or prior to the expiration of the option period in respect of the Havilah Option, whichever is earlier, and only to the extent that such optionee was entitled to exercise the Havilah Option at the date of the death of such optionee in accordance with the terms of the Share Incentive Plan.

Consolidation, Merger, etc.

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

Securities Exchange Take-Over Bid

If a take-over bid (within the meaning of the *Securities Act (Ontario)*) is made as a result of which all of the outstanding Havilah Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute of Havilah or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Havilah Compensation Committee may send notice to all optionees requiring them to surrender their Havilah Options within ten days of the mailing of such notice, and the optionees shall be deemed to have surrendered such Havilah Options (with such surrender conditioned on the successful completion of the take-over bid) on the tenth day after the mailing of such notice without further formality (with such surrender conditioned on the successful completion of the take-over bid), provided that, among other things, the Havilah Compensation Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement options to the optionees on the equity securities offered as consideration.

Acceleration on Take-Over Bid, Consolidation or Merger

In the event that: (a) Havilah seeks or intends to seek approval from the shareholders of Havilah for a transaction which, if completed, would constitute an Acceleration Event (as hereinafter defined); or (b) a person makes a bona fide offer or proposal to Havilah or the shareholders of Havilah which, if accepted or completed, would constitute an Acceleration Event, then Havilah is required to send notice to all optionees of such transaction, offer or proposal as soon as practicable. Provided that the Havilah Compensation Committee has determined that no adjustment will be made under the provisions of the Share Incentive Plan described above under the heading "*Approval of the Share Incentive Plan – Consolidation, Merger, etc.*", (i) the Havilah Compensation Committee may by resolution, and notwithstanding any vesting schedule applicable to any Havilah Option, permit all Havilah Options outstanding which have restrictions on their exercise to become immediately exercisable during the period specified in the notice (but in no event later than the applicable expiry date of a Havilah Option), so that the optionee may participate in such transaction, offer or proposal, and (ii) the Havilah Compensation Committee may accelerate the expiry date of such Havilah Options and the time for the fulfillment of any conditions or restrictions on such exercise. An "**Acceleration Event**", for purposes of the Share Incentive Plan, means an acquisition by any offeror of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of Havilah, any consolidation merger or statutory amalgamation or arrangement of Havilah with or into another corporation and pursuant to which Havilah will not be the surviving entity (other than a transaction under which the shareholders of Havilah immediately prior to completion of the transaction will have the same proportionate ownership of the surviving corporation), a separation of the business of Havilah into two or more entities, a sale, lease exchange or other transfer of all

or substantially all of the assets of Havilah to another entity or the approval by shareholders of Havilah of any plan of liquidation or dissolution of Havilah.

Amendments, Modifications and Changes

The Havilah Compensation Committee has the right under the Share Incentive Plan to make certain amendments to the Share Incentive Plan, including, but not limited to, amendments of a "housekeeping" nature, to comply with applicable law or regulation, to the vesting provisions of the Share Incentive Plan, to the terms of any Havilah Option previously granted (with the consent of the optionee), and with respect to the effect of the termination of an optionee's position, employment or services under the Share Incentive Plan, to the categories of persons who are participants in respect of the administration or implementation of the Share Incentive Plan.

The Havilah Compensation Committee has the right, under the Share Incentive Plan, with the approval of the Havilah shareholders, to make certain amendments to the Share Incentive Plan, including, but not limited to, any change to the number of Havilah Shares issuable from treasury under the Share Incentive Plan, any amendment which would change the number of days of an extension of the expiration date of Havilah Options expiring during or immediately following a blackout period, any amendment which reduces the exercise price of any Havilah Option, any amendment which extends the expiry date of an Havilah Option other than as permitted under the Share Incentive Plan, any amendment which cancels any Havilah Option and replaces such Havilah Option with an Havilah Option which has a lower exercise price, any amendment which would permit Havilah Options to be transferred or assigned by any participant other than as currently permitted under the Share Incentive Plan, and any amendments to the amendment provisions of the Share Incentive Plan.

U.S. Federal Income Tax Consequences

The following is a brief summary of certain United States federal income tax consequences generally arising with respect to awards under the Share Incentive Plan. This discussion does not address all aspects of the United States federal income tax consequences of participating in the Share Incentive Plan that may be relevant to participants in light of their personal investment or tax circumstances and does not discuss any state, local or non-United States tax consequences of participating in the Share Incentive Plan. Each participant is advised to consult his or her personal tax advisor concerning the application of the United States federal income tax laws to such participant's particular situation, as well as the applicability and effect of any state, local or non-United States tax laws before taking any actions with respect to any awards.

Grant of Stock Options

The grant of stock options is not expected to result in any taxable income for the recipient and Havilah will not be entitled to an income tax deduction in connection with a grant of stock options under the Share Incentive Plan. All stock options awarded under the Share Incentive Plan are intended to be non-qualified stock options for U.S. federal income tax purposes.

Exercise of Stock Options

Upon exercising a non-qualified stock option, the optionee must recognize ordinary income equal to the excess of the fair market value of the shares acquired on the date of exercise over the exercise price, and Havilah generally will be entitled, at that time, to an income tax deduction for the same amount. The optionee will recognize ordinary income upon exercise in an amount equal to the difference between the fair market value of the shares and the exercise price on the date of exercise. Any gain or loss recognized upon any later disposition of the shares generally will be a capital gain or loss.

Section 409A of the U.S. Tax Code

Options granted under the Share Incentive Plan are intended to satisfy the requirements of Section 409A of the U.S. Tax Code, in order to avoid any adverse tax results thereunder, and the administrator will administer and interpret the Share Incentive Plan and all option agreements in a manner consistent with that intent.

Shareholder Approval of the Share Incentive Plan

At the Meeting, shareholders of the Corporation will be asked to consider and, if deemed advisable, to pass, with or without variation, a resolution (the "**Share Incentive Plan Resolution**") confirming and approving the Share Incentive Plan. The full text of the Share Incentive Plan Resolution is set out in Schedule "E" attached hereto.

In order to be passed, the Share Incentive Plan Resolution requires the approval of a majority of the votes cast thereon by shareholders of the Corporation present in person or represented by proxy at the Meeting. The directors of the Corporation unanimously recommend that shareholders vote in favour of the Share Incentive Plan Resolution. **The persons named in the form of proxy accompanying this Circular intend to vote FOR the Share Incentive Plan Resolution, unless the shareholder of the Corporation who has given such proxy has directed that the Common Shares represented by such proxy be voted against the Share Incentive Plan Resolution.**

Approval of Name Change

At the Meeting, the holders of Common Shares will be asked to consider, and if deemed advisable, to approve a special resolution in the form set out below to change the name of the Company from "Havilah Mining Corporation" to "1911 Gold Corporation" (the "**Name Change**"). The proposed name of 1911 Gold Corporation will re-brand the Company under a name that more accurately reflects the focus and strategy of the Company while still remembering the history of one of the fifteen main properties and its origins.

The Board may determine not to implement the Name Change at any time after the Meeting and after receipt of necessary regulatory approvals, but prior to the issuance of a certificate of change of name, without further action on the part of the Shareholders. Following the name change, share certificates of "Havilah Mining Corporation" will remain valid and Shareholders will not be required to surrender and exchange their share certificates for share certificates with the name of the Company. The name change will not, by itself, affect any of the rights of Shareholders.

Shareholders will be asked at the Meeting to consider and, if deemed advisable, to pass, with or without variation, the special resolution attached hereto as Schedule "F" to approve the proposed change of name (the "**Name Change Resolution**").

The resolution must be passed, with or without amendment, by not less than 66⅔% of votes cast by Shareholders who vote in person or by proxy in respect of the resolution at the Meeting. No Shareholders are excluded from voting in respect of the resolution.

The Board unanimously recommends that Shareholders vote in favour of the Name Change Resolution. **Unless the Shareholder has specifically instructed in the form of proxy accompanying this Circular that the Common Shares represented by such proxy are to be voted otherwise, the persons named in the accompanying proxy will vote FOR the approval of the Name Change Resolution.**

OTHER BUSINESS

Management is not aware of any matter to come before the Meeting other than those 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 form of proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

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

Other than as set forth herein, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or an executive officer of the Corporation at any time since the beginning of the Corporation's last financial year, any person who is a proposed nominee for election as a director of the Corporation, or of any associate or affiliate of any such persons, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

STATEMENT OF EXECUTIVE COMPENSATION

The purpose of this section is to describe the compensation of the "Named Executive Officers" of the Corporation and the directors of the Corporation in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* of the Canadian Securities Administrators. "Named Executive Officer" refers to each individual who, during any part of the most recently completed financial year, served as chief executive officer, each individual who, during any part of the most recently completed financial year, served as chief financial officer, and the most highly compensated executive officer, other than the chief executive officer and chief financial officer, at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year. The Named Executive Officers of the Corporation for the financial year ended December 31, 2018 were: Blair Schultz, the Corporation's Chairman, Interim President and Chief Executive Officer, and director; Shaun Heinrichs, the Corporation's Chief Financial Officer; and Scott Anderson, the Corporation's Vice President, Exploration. No other executive officer of the Corporation received total compensation, including salary, bonus and all other compensation, from the Corporation aggregating in excess of \$150,000 for the financial year of the Corporation ended December 31, 2018.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth information concerning all compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation, or a subsidiary of the Corporation, to each Named Executive Officer and director, other than stock options and other compensation securities, for each of the two most recently completed financial years.

Table of compensation excluding compensation securities							
Name and position	Year ⁽¹⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Shaun Heinrichs Chief Financial Officer	2018	100,000	-	-	-	-	100,000
	2017	-	-	-	-	-	-

Table of compensation excluding compensation securities							
Name and position	Year⁽¹⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Scott Anderson, Vice President, Exploration	2018	63,333	-	-	-	-	63,333
	2017	-	-	-	-	-	-
Blair Schultz ⁽²⁾ , Chairman of the Board, Interim President and Chief Executive Officer and Director	2018	160,342 ⁽³⁾	-	23,662	-	-	184,004
	2017	-	-	-	-	-	-
Paul Huet, Director	2018	-	-	15,541	-	-	15,541
	2017	-	-	-	-	-	-
James Haggarty, Director	2018	-	-	21,333	-	-	21,333
	2017	-	-	-	-	-	-
Mike Hoffman, Director	2018	-	-	19,333	-	-	19,333
	2017	-	-	-	-	-	-
Brian Morris ⁽⁴⁾ , Director	2018	-	-	14,538	-	-	14,538
	2017	-	-	-	-	-	-
John Antwi ⁽⁵⁾ , Director	2018	-	-	-	-	-	-
	2017	-	-	-	-	-	-

Notes:

- (1) The Corporation was formed on May 3, 2018, therefore financial information is not available for the year ended December 31, 2017.
- (2) Mr. Schultz was the Interim President and Chief Executive Officer and a director of the Corporation from July 13, 2018 to January 14, 2019. On January 14, 2019, Mr. Schultz discontinued his role as the Interim President and Chief Executive Officer of the Corporation. Mr. Schultz does not receive any compensation for his role as a director of the Corporation.
- (3) Mr. Schultz receives a fee of \$65,000 per annum for his role as the Chairman of the Corporation.
- (4) Mr. Morris ceased to be a director of the Corporation as announced by the Corporation in a press release on November 13, 2018.
- (5) Mr. Antwi ceased to be a director of the Corporation on June 18, 2018.

Stock Options and Other Compensation Securities

The following table sets forth certain information in respect of all compensation securities granted or issued to each Named Executive Officer and director by the Corporation or one of its subsidiaries in the financial year of the Corporation ended December 31, 2018 for services provided or to be provided, directly or indirectly, to the Corporation or any of its subsidiaries.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Ron Clayton ⁽¹⁾ , President, Chief Executive Officer and Director	Options	175,000	Nov 26, 2018	\$0.31	\$0.305	\$0.29	Nov 26, 2023
Scott Anderson ⁽²⁾ , Vice President, Exploration	Options	250,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023
Shaun Heinrichs ⁽³⁾ , Chief Financial Officer	Options	200,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023
Blair Schultz ⁽⁴⁾ , Chairman of the Board and Director	Options	350,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023
Paul Huet ⁽⁵⁾ , Director	Options	175,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023
James Haggarty ⁽⁶⁾ , Director	Options	175,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023
Mike Hoffman ⁽⁷⁾ , Director	Options	175,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023
Brian Morris ⁽⁸⁾ , Director	Options	175,000	Aug 15, 2018	\$0.36	\$0.34	\$0.29	Aug 15, 2023

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
John Antwi ⁽⁹⁾ , Director	–	–	–	–	–	–	–

Notes:

- (1) As at December 31, 2018, Mr. Clayton held 175,000 Options, exercisable for 175,000 Common Shares.
- (2) As at December 31, 2018, Mr. Heinrichs held 200,000 Options, exercisable for 200,000 Common Shares.
- (3) As at December 31, 2018 Mr. Anderson held 250,000 Options, exercisable for 250,000 Common Shares.
- (4) As at December 31, 2018, Mr. Schultz held 350,000 Options, exercisable for 350,000 Common Shares.
- (5) As at December 31, 2018, Mr. Huet held 175,000 Options, exercisable for 175,000 Common Shares.
- (6) As at December 31, 2018, Mr. Haggarty held 175,000 Options, exercisable for 175,000 Common Shares.
- (7) As at December 31, 2018, Mr. Hoffman held 175,000 Options, exercisable for 175,000 Common Shares.
- (8) Mr. Morris ceased to be a director of the Corporation as announced by the Corporation in a press release on November 13, 2018. As at December 31, 2018, the estate of Mr. Morris held 175,000 Options, exercisable for 175,000 Common Shares.
- (9) Mr. Antwi ceased to be a director of the Corporation on June 18, 2018. As at December 31 2018, Mr. Antwi held 0 Options, exercisable for 0 Common Shares

The following table discloses each exercise by a Named Executive Officer or director of compensation securities during the financial year of the Corporation ended December 31, 2018.

Exercise of Compensation Securities by Directors and Named Executive Officers							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$) ⁽¹⁾
Ron Clayton, President, Chief Executive Officer and Director	–	–	–	–	–	–	–
Shaun Heinrichs Chief Financial Officer	–	–	–	–	–	–	–

Exercise of Compensation Securities by Directors and Named Executive Officers							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$) ⁽¹⁾
Scott Anderson, Vice President, Exploration	–	–	–	–	–	–	–
Blair Schultz, Chairman of the Board and Director	–	–	–	–	–	–	–
Paul Huet, Director	–	–	–	–	–	–	–
James Haggarty, Director	–	–	–	–	–	–	–
Mike Hoffman, Director	–	–	–	–	–	–	–
Brian Morris ⁽²⁾ , Director	–	–	–	–	–	–	–
John Antwi ⁽³⁾ , Director	–	–	–	–	–	–	–

Note:

- (1) "Total value on exercise date" is equal to the "number of underlying securities exercised" multiplied by the "difference between exercise price and closing price on date of exercise".
- (2) Mr. Morris ceased to be a director of the Corporation as announced by the Corporation in a press release on November 13, 2018.
- (3) Mr. Antwi ceased to be a director of the Corporation on June 18, 2018.

Stock Option Plans and Other Incentive Plans

The Corporation's Share Incentive Plan consists of an option plan. A description of the material terms of the Share Option Plan can be found under the heading "*Business of the Meeting – Approval of the Share Incentive Plan*".

Employment, Consulting and Management Agreements

Ron Clayton

Pursuant to an employment agreement, Mr. Clayton, the President and Chief Executive Officer of the Corporation, receives an annual base salary of US\$200,000, subject to annual review by the directors of the

Corporation, plus regular employee benefits as may be set from time to time by the directors of the Corporation. The employment agreement also provides that Mr. Clayton is eligible for an annual bonus of equal to 70% of Mr. Clayton's annual base salary of US\$200,000, subject to achieving corporate and personal targets, to be mutually agreed upon in writing at the beginning of each calendar year with the directors of the Corporation and is eligible to participate in any equity incentive plan made available to senior management and the directors of the Corporation, including but not limited to the Share Incentive Plan.

Pursuant to Mr. Clayton's employment agreement, the Corporation may terminate the employment agreement without cause by providing Mr. Clayton with written notice specifying the Termination Date (as defined in Mr. Clayton's employment agreement). Mr. Clayton will receive his accrued but unpaid wages and vacation entitlements up to the Termination Date. Mr. Clayton may also receive a Separation Payment (as defined in Mr. Clayton's employment agreement) if he signs a release of claims in substantially the form set out in the employment agreement, equal to Mr. Clayton's monthly base salary multiplied by 12, provided that each completed year of service (but, not to exceed two years) measured from Mr. Clayton's date of hire on January 15, 2019 ("**Clayton's Date of Hire**"), an additional amount equal to six months' base salary; plus the monthly premium cost of coverage under the benefits scheme, multiplied by 12, provided that for each completed year of service (but not to exceed two years) measured from Clayton's Date of Hire, an additional amount equal to six months' base salary; plus an amount equal to Mr. Clayton's current target bonus amount for the year in which the Termination Date occurs, or if the target bonus for that year has not been determined, the target bonus amount for the year prior the Termination Date plus an additional amount equal to ½ of such bonus amount for each completed year of service (but not to exceed two years) measured from Clayton's Date of Hire. The Separation Payment shall not equal more than the equivalent of a total of one year plus an additional six months for each of the first two years of completed service from Clayton's Date of Hire.

A change of control under the employment agreement generally refers to a change in the holding of the issued and outstanding Common Shares by a new person or persons acting alone or in concert that are entitled to cast over 50% of the Common Shares at a meeting to elect directors of the Corporation. A change of control also refers to a situation where directors who acted in such capacity immediately prior to any transaction or election giving rise to a change of control cease to constitute a majority of the board of directors following such transaction or election. If the Corporation terminates Mr. Clayton's employment within one hundred and eighty days following a Change of Control, including a change of control event, takeover, merger, amalgamation or arrangement, any unvested equity awards granted under compensatory plans will vest 100% on the Termination Date. The Corporation will also be required to provide Mr. Clayton with a lump-sum payment equal to the Separation Payment the employee would have received if it was a termination without cause, not following a change of control. Following termination as a result of a change of control, Mr. Clayton will no longer be entitled to receive any further pay or compensation (except for Base Salary, if any, accrued and owing under this employment agreement up to the Termination Date), severance pay, notice, payment in lieu of notice, benefits or damages of any kind, and for clarity, without limiting the foregoing, the Employee shall not be entitled to any bonus or pro-rata bonus payment that has not already been paid to the Employee on or before the Termination Date. However, if Mr. Clayton's employment is terminated without cause one hundred and eighty one days or more after the Change of Control, then Mr. Clayton will be entitled to receive payments as outlined above under the termination without cause section. The estimated incremental payments, payables and benefits to Mr. Clayton in the event of termination of his employment without cause (including due to a change of control), as if such event occurred on the last business day of the Corporation's most recently completed financial year, is zero as he was not employed in the capacity of President and Chief Executive Officer for the financial year ended December 31, 2018.

Following termination of his employment, Mr. Clayton remains obligated to not reveal or divulge to any person or company any of the confidential or proprietary information or material relating to the operations, personnel or business other affairs of the Corporation or of its subsidiaries which may come into his knowledge during

the term of his employment. Further, Mr. Clayton must keep in complete secrecy all confidential information entrusted to him and must not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Corporation's business or may be likely to do so. In addition, Mr. Clayton remains obligated for a period of one year from the date of termination, directly or indirectly, on his own behalf or on behalf of any other person, hire, solicit or induce any person who is, or was within six months prior to any attempted hiring, solicitation or inducement, employed or engaged by the Corporation, an Affiliate or a Related Entity (as defined in the employment agreement) to leave such employment or engagement or enter into employment or engagement with any other person or entity.

Pursuant to Mr. Clayton's employment agreement, Mr. Clayton has agreed that he will not, during his employment and for twelve months following the cessation of the Employee's employment with the Corporation, directly or indirectly, on his own behalf or on behalf of any other person, hire, solicit or induce any person who is, or was within six months prior to any attempted hiring, solicitation or inducement, employed or engaged by the Corporation, an Affiliate or a Related Entity (as defined in the employment agreement) to leave such employment or engagement or enter into employment or engagement with any other person or entity.

Shaun Heinrichs

Pursuant to a consulting agreement, Mr. Heinrichs, the Chief Financial Officer on a three business day per week basis (the "**Services**") of the Corporation, receives a monthly fee of \$20,000, plus any applicable provincial sales tax and federal goods and services tax, for the first two months of the consulting agreement and may be extended by mutual agreement. For any extension of the consulting agreement, the Corporation agrees to pay Mr. Heinrichs \$15,000, plus any applicable provincial sales tax and federal goods and services tax. Mr. Heinrichs also receives reimbursement from the Corporation for reasonable and documented out-of-pocket expenses incurred and submitted in connection with the provisions of the Services and approved by the Corporation.

Mr. Heinrichs also receives reimbursement from the Corporation for reasonable and documented out-of-pocket expenses incurred and submitted in connection with the provisions of the Services and approved by the Corporation.

Pursuant to Mr. Heinrichs' consulting agreement, the Corporation may terminate Mr. Heinrichs' employment without cause by providing him with one month's written notice or pay in lieu of such notice. The Corporation will be relieved from making any further payments to Mr. Heinrichs that relate to any Services not yet performed or expended as at the effective date of termination. The estimated incremental payments, payables and benefits to Mr. Heinrich in the event of termination of his employment without cause, as if such event occurred on the last business day of the Corporation's most recently completed financial year, is \$15,000.

Following termination of his employment, Mr. Heinrichs remains obligated to not use for his own account or disclose to anyone else any Confidential Information (as defined in the consulting agreement) or material relating to the Corporation's operations or business which Mr. Heinrichs obtains from the Corporation or any related or affiliated entity or its officers or employees, agents, suppliers or clients or otherwise by virtue of Mr. Heinrichs' relationship with the Corporation or any related or affiliated entity. Further, Mr. Heinrichs must not reveal or divulge to any person or company any corporate information, including, without limitation, contractual arrangements, marketing plans, production processes, methods and methodologies that are not standard industry practice or that are not generally known, plans, strategies, tables and compilations of business and industrial information acquired by or on behalf of the Corporation, tactics, policies, resolutions, patents and patent applications, trademark and trade name applications, and any litigation or negotiations; information concerning suppliers; marketing information, including investment and product plans; financial information, including cost and performance data, debt arrangements, equity structure, investors and

holdings; operational information, including, without limitation, trade secrets, concepts, data, designs, flow charts, specifications, product plans, technical designs and drawings, engineering specifications, computer hardware and software and software codes; and personnel information, including personnel lists, resumes, personnel data, organizational structure and performance evaluations, but does not include information or material that is or becomes generally available or known to the public other than as a result of disclosure by the Consultant in violation of the terms hereof. The consulting agreement, in place during the financial year ended December 31, 2018, is silent on termination following change of control.

In addition, Mr. Heinrichs agrees not to directly or indirectly offer to hire or entice away or in any other manner persuade or attempt to persuade any officer, employee, or agent of the Corporation or its related and affiliated entities to terminate their relationships with the Corporation or its related or affiliated entities. Further, Mr. Heinrichs is obligated upon termination of his consulting agreement to deliver and return, without retaining copies, all records, software, drawings, blueprints, notes, notebooks, memoranda, specifications, property and documents or materials of any kind or nature whatsoever which pertain in any way to the Corporation or its business.

The consulting agreement is an agreement by Mr. Heinrichs to be an independent contractor of the Corporation and nothing in the consulting agreement is to be deemed or construed to create an employment relationship or partnership or joint venture between Mr. Heinrichs and the Corporation.

Mr. Heinrichs entered into a revised consulting agreement following the financial year ended December 31, 2018, the revised consulting agreement dated as of January 1, 2019, under which Mr. Heinrichs, the Chief Financial Officer of the Corporation, receives a monthly fee of \$14,167. The revised consulting agreement also provides that Mr. Heinrichs is eligible for an annual bonus equal to 25% of Mr. Heinrichs annual fee of \$170,000, subject to the terms of the applicable incentive compensation plan and to achieving corporate and personal targets to be mutually agreed upon in writing at the beginning of each calendar year with the directors of the Corporation. Further, Mr. Heinrichs is eligible to participate in any equity incentive plan made available to senior management of the Corporation at the board of directors' sole discretion and in accordance with the terms and conditions of such plans.

If a change of control occurs and Mr. Heinrichs's consulting agreement is terminated within six months following the change of control and notice is delivered under the terms of the consulting agreement, Mr. Heinrichs will be entitled to receive 12 months' of Mr. Heinrichs then current rate, plus incentive compensation owed, plus health and insurance benefits. A change of control under the consulting agreement generally refers to the direct or indirect sale, lease, exchange or other transfer of all or substantially all of the assets of the Corporation to any person or entity or group of persons or entities, but not including the entering into of an option, joint venture or other arrangement whereby the Corporation transfers, or has the right to transfer, an interest in its mineral properties yet maintains control, majority ownership or an operating interest in the mineral properties, resulting entity or new arrangement. A change of control also refers to a situation where there is an amalgamation, merger or arrangement of the Corporation with or into another entity where (A) the shareholders of the Corporation immediately prior to the transaction will hold less than 50% of the voting securities of the resulting entity upon completion of the transaction, or (B) the composition of the Board upon the completion of the transaction is such that the directors of the Corporation immediately prior to the transaction constitute less than 50% of the Board membership upon completion of the transaction. It may also refer to a situation where any person or combination of persons acting jointly or in concert, acquiring or becoming the beneficial owner of, directly or indirectly, of more than 50% of the voting securities of the Corporation whether through the acquisition of previously issued and outstanding voting securities of the Corporation or of voting securities of the Corporation that have not previously been issued or any combination thereof or any other transaction with similar effect. The final way there may be a change of control pursuant to the consulting agreement is if the board of directors of the Corporation adopts a resolution to the effect

that, for purposes of the Agreement, a Change of Control has occurred, or that such a Change of Control is imminent, in which case, the date of the Change of Control shall be deemed to be the date of such resolution. The estimated incremental payments, payables and benefits to Mr. Heinrichs in the event of termination of his employment without cause (including due to a change of control), as if such event occurred on the last business day of the Corporation's most recently completed financial year, is \$200,000.

Scott Anderson

Pursuant to an employment agreement, Mr. Anderson, the Vice President, Exploration, receives an annual base salary of \$190,000, subject to review by the directors of the Corporation from time to time, plus regular employee benefits as may be set from time to time by the directors of the Corporation. The employment agreement also provides that Mr. Anderson is eligible for an annual bonus of equal to 30% of Mr. Anderson's annual base salary of \$190,000, subject to the terms of the applicable incentive compensation plan and to achieving corporate and personal targets to be mutually agreed upon in writing at the beginning of each calendar year with the directors of the Corporation. The Corporation is entitled to decide in its sole discretion whether Mr. Anderson's bonus pay-out will be paid out in cash, Common Shares of the Corporation, RSUs of the Corporation, or a combination of cash, RSUs and/or Common Shares. Further, Mr. Anderson is eligible to participate in any equity incentive plan made available to senior management of the Corporation at the board of directors' sole discretion and in accordance with the terms and conditions of such plans. Moreover, pursuant to the employment agreement, 30 days after the Start Date (as defined in the employment agreement), the Corporation's stock option plan entitled Mr. Anderson to receive an initial grant of options to purchase 250,000 options at an exercise price which shall be determined by the Board based on the current market price of the Common Shares on the TSX-V at the date of grant, with the number of options to be granted hereunder to be subject to the terms of, and the availability of options under, the stock option plan of the Corporation. Such stock options granted pursuant to the stock option plan would vest, 20% of the stock options granted above shall vest six months after the Start Date, 20% of the stock options granted above shall vest on the first anniversary of the Start Date and 60% of the stock options granted above shall vest on the second anniversary of the Start Date.

Mr. Anderson shall not accept any other employment or contract for work, or serve as a director, consultant or partner of any business or other enterprise, other than the Corporation, except in the capacity as "passive" investor and only so long as such investment does not require any active involvement or otherwise affect Mr. Anderson's duties under the employment agreement. The Corporation is responsible for providing to Mr. Anderson general use of a Corporation-owned vehicle, and the Corporation will provide insurance, maintenance and fuel costs of this vehicle. The Corporation will also maintain adequate Directors and Officers Liability Insurance to properly protect Mr. Anderson against loss.

Pursuant to Mr. Anderson's employment agreement, the Corporation may terminate the employment agreement without cause by providing Mr. Anderson with six months' working notice or payment of his then Base Salary (as defined in the employment agreement) in lieu of working notice (or a combination of both, in the Corporation's discretion), plus an additional one month for every completed year of service, up to a maximum of twelve months (the "**Notice Period**"). The benefit plan contributions necessary to maintain Mr. Anderson's participation during the Notice Period in all benefit plans provided to Mr. Anderson by the Corporation immediately prior to the Termination Date (except for short-term and long-term disability insurance and life insurance, which shall cease on the Termination Date), provided the insurer of such benefits agrees to continue coverage of Mr. Anderson. Mr. Anderson will receive his salary accrued and owing up to the Termination Date and will be reimbursed for all eligible expenses that were incurred and remain owing as of the Termination Date. Mr. Anderson will also have three months after the Termination Date to exercise all vested stock options to acquire Common Shares (or shares of any successor), RSUs, restricted Common Shares and any other securities granted under an equity incentive plan of the Corporation held by Mr. Anderson as of

the Termination Date. All unvested stock options to acquire Common Shares (or shares of any successor), RSUs, restricted Common Shares and any other securities granted under an equity incentive plan of the Corporation held by the Employee as of the Termination Date shall immediately expire and be forfeited without any compensation in lieu.

If a change of control occurs and Mr. Anderson's employment is terminated within six months following the change of control, such termination is deemed to be a termination without cause or by the Corporation for Good Reason (as defined below), under such circumstances, Mr. Anderson will be entitled to receive 12 months' base salary plus twelve months' bonus at target, to be paid as lump-sum or via salary continuation (or combination of both) in the Corporation's discretion, as well as all other benefits provided for termination without cause. A change of control under the employment agreement generally refers to the direct or indirect sale, lease, exchange or other transfer of all or substantially all of the assets of the Corporation to any person or entity or group of persons or entities, but not including the entering into of an option, joint venture or other arrangement whereby the Corporation transfers, or has the right to transfer, an interest in its mineral properties yet maintains control, majority ownership or an operating interest in the mineral properties, resulting entity or new arrangement. A change of control also refers to a situation where there is an amalgamation, merger or arrangement of the Corporation with or into another entity where (A) the shareholders of the Corporation immediately prior to the transaction will hold less than 50% of the voting securities of the resulting entity upon completion of the transaction, or (B) the composition of the Board upon the completion of the transaction is such that the directors of the Corporation immediately prior to the transaction constitute less than 50% of the Board membership upon completion of the transaction. It may also refer to a situation where any person or combination of persons acting jointly or in concert, acquiring or becoming the beneficial owner of, directly or indirectly, of more than 50% of the voting securities of the Corporation whether through the acquisition of previously issued and outstanding voting securities of the Corporation or of voting securities of the Corporation that have not previously been issued or any combination thereof or any other transaction with similar effect. The final way there may be a change of control pursuant to the employment agreement is if the board of directors of the Corporation adopts a resolution to the effect that, for purposes of the Agreement, a Change of Control has occurred, or that such a Change of Control is imminent, in which case, the date of the Change of Control shall be deemed to be the date of such resolution. The estimated incremental payments, payables and benefits to Mr. Anderson in the event of termination of his employment without cause (including due to a change of control), as if such event occurred on the last business day of the Corporation's most recently completed financial year, is \$220,000.

Pursuant to the employment agreement, Mr. Anderson must not without the prior written consent of the Corporation, at any time during employment and for a twelve month period following the date of cessation of Mr. Anderson's employment directly or indirectly, induce or endeavour to induce any employee or contractor of the Corporation to terminate his or her engagement with the Corporation, whether or not such employee or contractor would breach his or her contract (written or otherwise) with the Corporation by doing so; or employ or engage or attempt to employ or engage or assist any person to employ or engage any employee or contractor of the Corporation.

Following termination of his employment, Mr. Anderson must not without the prior written consent of the Corporation, at any time during the Employee's employment hereunder and for a period of twelve months, directly or indirectly carry on, engage in or be concerned with or interested in lend money to, guarantee the debts or obligations of or permit the Employee's name or any part thereof to be used or employed by any person engaged in or concerned with or interested in the business of mineral exploration in any area within 50 kilometers of any property of the Corporation, an affiliate or related entity, in whole or in part owned or leased.

Further, Mr. Anderson must keep in complete secrecy all confidential information entrusted to him and must not disclose to any person, except in the proper course of his employment, or use for Mr. Anderson's own

purposes or for any purposes other than those of the Corporation, any Confidential Information acquired, created or contributed to by Mr. Anderson.

Oversight and Description of Director and Named Executive Officer Compensation

Other than a fee of \$65,000 per annum paid to Mr. Schultz for his role as the part-time Chairman of the Corporation or as otherwise disclosed herein, the Corporation does not have any arrangements, standard or otherwise, pursuant to which directors are compensated by the Corporation for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as consultants or experts. The board of directors of the Corporation determines director compensation policies annually and intends to continue to compensate directors primarily through the grant of stock options and reimbursement of expenses incurred by such persons acting as directors of the Corporation.

The Corporation has a Compensation and Nominating committee (the "**Compensation Committee**") currently comprised of Paul Huet (Chair), Mike Hoffman and Shastri Ramnath. All are considered independent of the Corporation for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"). The members of the Compensation Committee each have the skills and experience necessary to make decisions on executive compensation and the Corporation's compensation policies and practices which have been derived through each member's experience and involvement in senior management positions for reporting issuers in the mineral exploration and development industry.

The Compensation Committee is responsible for determining the compensation of the Named Executive Officers. Since the formation of the Compensation Committee and establishment of the Compensation Committee charter (the "**Compensation Committee Charter**"), executive and director compensation decisions have been made based on Compensation Committee recommendations and discussions of the board of directors with reference to the Compensation Committee Charter. The role of the Compensation Committee is to: assist the Corporation in identifying and recommending new nominees for election to the Board and to assist the Board in setting director and senior officer compensation and to develop and submit to the Board recommendations with respect to other employee benefits considered advisable. The Compensation Committee is guided by the following principles: (a) to offer competitive compensation to attract, retain and motivate qualified executives in order for the Corporation to achieve the strategic plan and budgets approved by the Board; and (b) to act in the interests of the Corporation by being financially responsible.

The Compensation Committee's primary responsibilities, among other things, are: reviewing and making recommendations to the Board with respect to the compensation policies and practices of the Corporation; reviewing and recommending to the Board for approval the remuneration of the senior officers of the Corporation, namely, the Chief Executive Officer (the "**CEO**"), the Chief Financial Officer, any Vice-President and any other employee of the Corporation having a comparable position as may be specified by the Board (collectively, the "**Senior Executives**"), with such review being carried out in consultation with the CEO, other than the remuneration of the CEO; reviewing and approving executive employment contracts including provisions for termination or change of control and ensuring consistency with best governance practices; reviewing the goals and objectives of the CEO for the next financial year of the Corporation and providing an appraisal of the performance of the CEO following the completion of each financial year; meeting with the CEO on at least an annual basis to discuss goals and objectives for the other Senior Executives, their compensation and performance; reviewing and making a recommendation to the Board on the hiring or termination of any Senior Executive or on any special employment contract containing, or including, any retiring allowance or any agreement to take effect, or to provide for the payment of benefits, in the event of a termination or change of control of the Corporation affecting, a Senior Executive or any amendment to any such contract or agreement; making, on an annual basis, a recommendation to the Board as to any incentive award to be made to the Senior Executives under any incentive plan or under any employment contract of a Senior Executive; comparing the

total remuneration (including benefits) and the main components thereof of the Senior Executives with the remuneration of peers in the same industry; identifying any risks associated with the compensation policies and practices of the Corporation that are reasonably likely to have a material adverse effect on the Corporation, considering the implications of any such risks and, to the extent deemed necessary by the Committee, establishing practices to identify and mitigate compensation policies and practices that could encourage Senior Executives to take inappropriate or excessive risks; reviewing and making a recommendation to the Board with respect to the remuneration of directors; and reviewing and making a recommendation to the Board with respect to, any share ownership guidelines applicable to the Senior Executives and the directors and review the shareholdings of the Senior Executives and directors based on such guidelines established from time to time.

Executives of the Corporation currently receive compensation in the form of fixed compensation, short-term incentive compensation and long-term incentive compensation. Fixed compensation in the form of base salary is designed to provide income certainty and to attract and retain executives, and is therefore based on the assessment of a number of factors such as current competitive market conditions, compensation levels within similarly situated companies to the Corporation and factors particular to the executive, including individual performance, the scope of the executive's role with the Corporation and retention considerations. The Compensation Committee considers available market data for companies in comparable industries and of a similar size, although a specific benchmark is not targeted and a formal peer group has not been established. In addition to base salary, the Corporation may award executives with short term incentive awards in the form of an annual bonus. Annual bonuses are intended to provide short-term incentives to executives and to reward them for their yearly individual contribution and performance of personal objectives in the context of overall annual corporate performance. The amount is not pre-established and is at the discretion of the directors of the Corporation. While there is no target amount for annual bonuses, other than as may be set out in an executive's employment agreement, the directors of the Corporation review similar factors as those discussed above in relation to base salary. Long-term incentive compensation may be provided through the granting of Options under the Share Incentive Plan and RSUs under the RSU Plan. The Corporation has the Share Incentive Plan and the RSU Plan in effect in order to provide effective incentives to directors, officers, senior management personnel and employees of the Corporation and to enable the Corporation to attract and retain experienced and qualified individuals in those positions by permitting such individuals to directly participate in an increase in per share value created for the Corporation's shareholders. The Corporation has no equity incentive plans other than the Share Incentive Plan. The size of stock option grants and RSU grants to Named Executive Officers is dependent on each officer's level of responsibility, authority and importance to the Corporation and the degree to which such officer's long-term contribution to the Corporation will be crucial to its long-term success. Previous grants are taken into account when considering new grants. A summary of the Share Incentive Plan is set out under the heading "*Business of the Meeting – Approval of the Restricted Share Unit Plan*" and "*Business of the Meeting – Approval of the Share Incentive Plan*" above, which summaries are qualified in all respects by the full text of the RSU Plan and Share Incentive Plan, copies of which are attached hereto as Schedule "A" and Schedule "D", respectively.

Named Executive Officers and directors are not prevented from purchasing financial instruments (including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds) that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officer or director.

Pension Disclosure

The Corporation does not provide a pension to any Named Executive Officer or director of the Corporation.

Directors and Officers Liability Insurance

The Corporation has directors' and officers' liability insurance for the benefit of the directors and officers of the Corporation which provides coverage in the aggregate of \$10 million in each policy year. The deductible amount on the policy is \$25,000 on certain claims and the total annual premium for the policy year of July 20, 2018 to July 20, 2019 is \$19,000.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth, as of December 31, 2018, information concerning securities authorized for issuance under equity compensation plans of the Corporation.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options	Weighted-Average Exercise Price of Outstanding Options	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans
Equity compensation plans approved by securityholders	N/A	N/A	N/A
Equity compensation plans not approved by securityholders	1,725,000	\$0.35	1,142,531
Total	1,725,000	\$0.35	1,142,531

AUDIT COMMITTEE DISCLOSURE

Audit Committee

The Audit Committee's role is to act in an objective, independent capacity as a liaison between the auditors, management and the board of directors and to ensure the auditors have a facility to consider and discuss governance and audit issues with parties not directly responsible for operations.

Audit Committee Charter

The text of the Audit Committee Charter is attached as Schedule "G" to this Circular.

Composition, Education and Experience

The current members of the Audit Committee are James Haggarty (Chair), Paul Huet and Blair Schultz. All of the members of the Audit Committee are independent and considered financially literate for the purposes of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators ("**NI 52-110**").

Each member of the Audit Committee has adequate education and experience in dealing with financial statements, accounting issues, internal control and other related matters relating to public resource-based companies through the significant experience they have had as directors of other companies, including junior mining companies, and, in particular, the requisite education and experience that have provided the member with:

- (a) an understanding of the accounting principles used by the Corporation to prepare its financial statements and the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and provisions;
- (b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the

breadth and complexity of issues that can reasonably be expected to be raised by the Corporation's financial statements or experience actively supervising individuals engaged in such activities; and

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

Audit Committee Oversight

At no time since the commencement of the most recently completed financial year of the Corporation was a recommendation of the audit committee to nominate or compensate an external auditor not adopted by the board of directors of the Corporation.

Reliance on Certain Exemptions

At no time since the commencement of the most recently completed financial year of the Corporation has the Corporation relied on the exemption in section 2.4 of NI 52-110 (*De Minimis Non-Audit Services*), subsection 6.1.1(4) (*Circumstances Affecting the Business or Operations of the Venture Issuer*), subsection 6.1.1(5) (*Events Outside Control of Member*), 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption from the application of NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemptions*).

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the board of directors to review the performance of the Corporation's external auditors and approve in advance the provision of non-audit services and to consider the independence of the external auditors, including a review of the range of services provided in the context of all consulting services bought by the Corporation. The Audit Committee is authorized to approve in writing any non-audit services or additional work which the Chair of the Audit Committee deems is necessary, and the Chair will notify the other members of the Audit Committee of such non-audit or additional work and the reasons for such non-audit work for the Committee's consideration, and, if thought fit, approval in writing.

External Auditor Service Fees (By Category)

The aggregate fees billed by the external auditor of the Corporation in each of the last two financial years of the Corporation are as follows:

<u>Year Ending</u>	<u>Audit Fees⁽¹⁾</u>	<u>Audit Related Fees⁽²⁾</u>	<u>Tax Fees⁽³⁾</u>	<u>All Other Fees⁽⁴⁾</u>
December 31, 2017 ⁽⁵⁾	–	–	–	–
December 31, 2018	\$60,000	4,950	–	3,248

Notes:

- (1) Represents aggregate fees billed by the Corporation's external auditor for audit fees.
- (2) Represents aggregate fees billed for assurance and related services by the Corporation's external auditor that are reasonably related to the performance of the audit or review of the Corporation's financial statements and are not reported under "Audit Fees".
- (3) Represents aggregate fees billed for professional services rendered by the Corporation's external auditor for tax compliance, tax advice and tax planning.
- (4) Represents aggregate fees billed for products and services provided by the Corporation's external auditor, other than the services reported under "Audit Fees", "Audit Related Fees" and "Tax Fees".
- (5) The Corporation was formed on May 3, 2018, therefore financial information is not available for the year ended December 31, 2017.

Exemption

Pursuant to section 6.1 of NI 52-110, the Corporation is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110 by virtue of it being a venture issuer.

CORPORATE GOVERNANCE DISCLOSURE

Board of Directors

The Corporation currently has six directors, a majority of whom are considered independent. Messrs. Schultz, Huet, Haggarty, Hoffman and Ramnath are considered to be independent of the Corporation for the purposes of NI 58-101. Mr. Clayton is an executive officer of the Corporation, and, accordingly, is not considered to be independent of the Corporation for the purposes of NI 58-101. Mr. Schultz does not act as Chairman of the Corporation on a full time basis. Following the Meeting, it is expected that five of the six directors (namely, Messrs. Schultz, Huet, Haggarty, Hoffman and Ramnath) will be considered to be independent of the Corporation for the purposes of NI 58-101 (assuming the election of the nominees).

The board of directors facilitates its exercise of independent supervision over management by causing the independent directors to take a lead role in ensuring that the Corporation is acting in its best interests. Further, the non-independent directors defer to the judgment of the independent directors with respect to matters pertaining to corporate governance.

The independent directors of the Corporation meet on an informal basis without members of management present in order to discuss the business of the Corporation.

Directorships

The following directors of the Corporation and nominees for election as directors of the Corporation are presently directors of the following other reporting issuers (or the equivalent in a foreign jurisdiction):

<u>Name of Director or Nominee</u>	<u>Other Reporting Issuers</u>
Ron Clayton	Gold Standard Ventures Corp.
Blair Schultz	Eastmain Resources Inc. Ring the Bell Capital Corporation
Paul Andre Huet	Royal Nickel Corporation
James Haggarty	GreenSpace Brands Inc.
Michael Hoffman	Eastmain Resources Inc. Trevali Mining Corporation
Shastri Ramnath	Meteoric Resources NL

Orientation and Continuing Education

The Corporate Governance Committee, in conjunction with the Chairman and the President and Chief Executive Officer, is responsible for ensuring that new directors that are not familiar with the Corporation and its business and affairs are provided with an orientation and education program, which includes:

- information regarding the role of the board of directors and its committees;
- the nature of the business and affairs of the Corporation;
- the contribution which individual directors are expected to make to the Board in terms of both time and resource commitments;
- documents from recent meetings of the board of directors; and
- opportunities for meetings and discussion with senior management and other directors.

The details of the orientation of each new director is tailored to that director's individual needs and areas of interest.

To facilitate the continuing education of the Corporation's directors, the Corporate Governance Committee provides continuing education opportunities to existing directors so that individual directors can maintain and enhance their abilities and ensure that their knowledge of the business and affairs of the Corporation remains current. The Corporate Governance Committee responds to, and if appropriate, authorizes requests by individual directors to engage independent counsel or other experts or advisors at the expense of the Corporation.

Ethical Business Conduct

The directors and officers of the Corporation are bound by the Corporation's code of business conduct and ethics (the "**Code of Business Conduct and Ethics**").

The Code of Business Conduct and Ethics, the Corporate Governance Committee, with management, is responsible for periodically: reviewing and recommending to the Board any amendments in respect of, the Code of Business Conduct and Ethics and monitoring the policies and procedures established by the senior officers to ensure compliance with the Code of Business Conduct and Ethics; reviewing actions taken by the senior officers to ensure compliance with the Code of Business Conduct and Ethics and the results of the confirmations, and any violations, of the Code of Business Conduct and Ethics; monitoring the disclosure of the Code of Business Conduct and Ethics, any proposed amendments to the Code of Business Conduct and Ethics and any waivers to the Code of Business Conduct and Ethics granted by the Board; and reviewing the material policies and procedures instituted to ensure that any departure from the Code of Business Conduct and Ethics by a director or senior officer which constitutes a "material change" within the meaning of applicable laws is appropriately disclosed in accordance with applicable laws. A person may obtain a copy of the Code of Business Conduct and Ethics from the Corporation's website (www.havilahmining.com).

The Corporation is committed to providing a safe and healthy workplace in compliance with applicable laws, rules and regulations. The Corporation is committed to fostering a work environment in which all individuals are treated with respect and dignity. The Corporation is an equal opportunity employer and does not discriminate against employees, officers, directors or potential employees, officers or directors on the basis of race, colour, religion, sex, national origin, age, sexual orientation or disability or any other category protected

by Canadian federal or provincial laws and regulations, or any laws or regulations applicable in the jurisdiction where such employees, officers or directors are located.

Nomination of Directors

The Compensation and Nominating Committee is responsible for identifying new candidates for nomination to the board of directors. The Compensation and Nominating Committee, operating pursuant to the Compensation and Nominating Committee Charter, annually reviews the general and specific criteria applicable to candidates to be considered for nomination to the board of directors. The Compensation and Nominating Committee may consider candidates proposed by both shareholders and management, taking into consideration the skills, attributes and experience of potential candidates.

The Compensation and Nominating Committee currently consists of Paul Huet (Chair), Mike Hoffman and Shastri Ramnath. All are independent directors.

The Corporation undertakes the following steps to ensure an objective nomination process:

- the Chair takes the lead role in the nomination process; and
- the Compensation and Nominating Committee routinely seeks input from other independent members of the board of directors who do not otherwise sit on the Compensation and Nominating Committee.

Compensation

The Compensation Committee is responsible for determining compensation for the directors and the Chief Executive Officer of the Corporation. The Compensation Committee, operating pursuant to the Compensation Committee Charter, reviews director and Chief Executive Officer compensation annually, and makes recommendations to the board of directors for consideration when it believes changes in compensation are warranted.

The Compensation Committee currently consists of Paul Huet (Chair), Mike Hoffman and Shastri Ramnath. All are independent directors.

See the discussion under the heading "*Statement of Executive Compensation*" above for further information on compensation made to certain executives and to directors of the Corporation.

Health, Safety, Environment and Technical Committee

The purpose of the Health, Safety, Environment and Technical Committee is to monitor and review the technical, community, environmental, health and safety policies, principles, practices and processes, corporate social responsibility practices, and monitor and review current and future regulatory issues relating to sustainable development, environmental, health and safety, and corporate social responsibility matters. The Health, Safety, Environment and Technical Committee currently consists of Mike Hoffman (Chair), Ron Clayton and Paul Huet. Messrs. Hoffman and Huet are independent directors. Mr. Clayton is not an independent director as he is also the President and Chief Executive Officer of the Corporation.

Assessments

The directors of the Corporation, together with the Compensation and Nominating Committee and Corporate Governance Committee, facilitate assessments of the performance of the board of directors, its committees

and individual directors in accordance with the requirements set out in the Corporate Governance Committee Charter and Compensation and Nominating Committee Charter.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No person who is, or at any time during the most recently completed financial year was, a director or executive officer of the Corporation, no person proposed to be nominated for election as a director of the Corporation, nor any associate of any such director, executive officer or proposed nominee, is, or at any time since the beginning of the most recently completed financial year of the Corporation has been, indebted to the Corporation or any of its subsidiaries, or indebted to another entity, where such indebtedness 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 Corporation or any of its subsidiaries, pursuant to a security purchase program of the Corporation or otherwise.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no informed person (as that term is defined in NI 51-102) of the Corporation, no person proposed to be nominated for election as a director of the Corporation, nor any associate or affiliate of any of them, has or has had any material interest, direct or indirect, in any transaction since January 1, 2018 or in any proposed transaction which has materially affected or is reasonably expected to materially affect the Corporation or any of its subsidiaries.

ADDITIONAL INFORMATION

Additional information relating to the Corporation can be found on SEDAR at www.sedar.com. Further financial information is provided in the comparative financial statements and the management's discussion and analysis of the Corporation for its most recently completed financial year ended December 31, 2018 which have been filed on SEDAR. Shareholders may also obtain these documents, without charge, upon request to the Secretary of the Corporation or on the Corporation's website at www.havilahmining.com.

APPROVAL

The contents of this Circular and the sending thereof to the shareholders of the Corporation have been approved by the directors of the Corporation.

DATED at Vancouver, British Columbia as of this 14th day of May, 2019.

BY ORDER OF THE BOARD

(Signed) "*Ron Clayton*"
President, Chief Executive Officer and
Director

SCHEDULE "A"

RESTRICTED SHARE UNIT PLAN

HAVILAH MINING CORPORATION

Restricted Share Unit Plan

ARTICLE ONE

DEFINITIONS AND INTERPRETATION

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

- (a) "**Act**" means the *Business Corporations Act* (British Columbia), or its successor, as amended, from time to time;
- (b) "**Affiliate**" means any corporation that is an affiliate of the Corporation as defined in National Instrument 45-106 – Prospectus and Registration Exemptions, as may be amended from time to time, or any entity designated to be an affiliate by the Committee for purposes of the Plan from time to time;
- (c) "**Associate**" where used to indicate a relationship with any person or company, is as defined in the *Securities Act* (Ontario), as may be amended from time to time;
- (d) "**Beneficiary**" means any person designated by the Participant by written instrument filed with the Corporation to receive any amount payable under the Plan in the event of a Participant's death or, failing any such effective designation, the Participant's estate;
- (e) "**Board**" means the Board of Directors of the Corporation;
- (f) "**Broker**" means a broker who is independent (pursuant to the rules and policies of the TSX-V) of the Corporation and its Affiliate;
- (g) "**Cause**" in respect of a Participant means:
 - (i) the failure or wilful refusal of the Participant to substantially perform his or her material duties and responsibilities, except as such results from the Disability of the Participant, that is not cured by the Participant within a reasonable period of written notification thereof to the Participant by the Corporation or, if applicable, an Affiliate;
 - (ii) the failure or wilful refusal of the Participant to substantially perform his or her material duties, obligations and covenants under any non-compete or non-solicit agreements between the Participant and the Corporation or, if applicable, an Affiliate;
 - (iii) the wilful usurping of any material business opportunity by the Participant;
 - (iv) any fraudulent or dishonest activity or serious misconduct by the Participant materially affecting the Corporation or, if applicable, an Affiliate, or in circumstances

which would make the Participant unsuitable to continue to discharge his or her duties of employment;

- (v) the conviction of the Participant for any crime involving fraud, dishonesty, misrepresentation or breach of trust;
- (vi) any wilful and intentional act on the part of the Participant having the effect of materially injuring the reputation, business or business relationships of the Corporation or, if applicable, an Affiliate; or
- (vii) anything or any things constituting "cause" under applicable laws at the relevant time;

except that if, at the time of such Participant's on date of his or her termination, the Participant is party to an employment, severance, retention or similar contract or agreement with the Corporation or an Affiliate that contains a definition of the term "cause" or a similar term, the term "cause" shall have the meaning, if any, assigned thereto (or to such similar term) in such contract or agreement;

- (h) **"Change of Control"** means the occurrence of any one or more of the following events:
 - (i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Affiliates and another corporation or other entity, as a result of which the holders of Voting Securities prior to the completion of the transaction hold less than 50% of the outstanding voting securities of the successor corporation after completion of the transaction;
 - (ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Corporation and/or any of its Affiliates which have an aggregate book value greater than 30% of the book value of the assets, rights and properties of the Corporation and its Affiliates on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned Affiliate in the course of a reorganization of the assets of the Corporation and its Affiliates;
 - (iii) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
 - (iv) any person, entity or group of persons or entities acting jointly or in concert (an **"Acquiror"**) acquires or acquires control (including, without limitation, the right to vote or direct the voting) of Voting Securities which, when added to the Voting Securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or Associates and/or Affiliates of the Acquiror to cast or to direct the casting of 50% or more of the votes attached to all of the Corporation's outstanding Voting Securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors);
 - (v) as a result of or in connection with: (A) a contested election of directors, or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Corporation or any of its Affiliates and another corporation

or other entity (a "**Transaction**"), fewer than 50% of the directors of the Corporation are persons who were directors of the Corporation immediately prior to such election or the Transaction; or

- (vi) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

For the purposes of the foregoing, "**Voting Securities**" means Shares and any other shares entitled to vote for the election of directors and shall include any security, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities;

- (i) "**Committee**" means the Board or, if the Board so determines in accordance with Section 2.03 of the Plan, the committee of the Board authorized to administer the Plan which includes any compensation committee of the Board;
- (j) "**Corporation**" means Havilah Mining Corporation, a corporation existing under the Act, and includes any successor corporation thereof;
- (k) "**Disability**" in respect of an Eligible Employee or an Eligible Director means such individual's physical or mental incapacity that prevents him or her from substantially fulfilling his or her duties and responsibilities on behalf of the Corporation or, if applicable, an Affiliate, and in respect of which the individual commences receiving, or is eligible to receive, disability benefits under the Corporation's or an Affiliate's short-term or long-term disability plan; except that if, at any relevant time, the individual is party to an employment, severance, retention or similar contract or agreement with the Corporation or an Affiliate that contains a definition of the term "disability" or a similar term, the term "disability" shall have the meaning, if any, assigned thereto (or to such similar term) in such contract or agreement;
- (l) "**Dividend Payment Date**" has the meaning ascribed to such term in Section 3.03;
- (m) "**Dividend Record Date**" has the meaning ascribed to such term in Section 3.03;
- (n) "**Eligible Contractor**" means any individual, other than an Eligible Director, Eligible Employee, or any person engaged to provide Investor Relations Activities, who: (i) is engaged to provide on a bona fide basis consulting, technical, management or other services to the Corporation or an Affiliate under a written contract between the Corporation or an Affiliate and the individual or a company of which the individual consultant is an employee; and (ii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate;
- (o) "**Eligible Director**" means any individual who is a director of the Corporation or an Affiliate;
- (p) "**Eligible Employee**" means any individual who is a full-time or part-time employee of the Corporation or an Affiliate, including an officer of the Corporation or an Affiliate;
- (q) "**Employer**" in respect of a Participant means the entity which employs or receives services from, as applicable, such Participant, which may be the Corporation or an Affiliate;

- (r) **"Expiry Date"** means, with respect to any Restricted Share Unit, the date specified in the applicable Restricted Share Unit Grant Letter as the date on which the Restricted Share Unit will be terminated and cancelled or, if later or no such date is specified in the Restricted Share Unit Grant Letter, December 31 of the third (3rd) calendar year following the end of the Service Year;
- (s) **"Grant Date"** means the date that the particular Restricted Share Unit is granted to a Participant under the Plan, as evidenced by a Restricted Share Unit Grant Letter, and refers also to the date that any additional Restricted Share Unit is credited to the Participant pursuant to Section 3.03;
- (t) **"Insider"** has the meaning ascribed to such term in the Policy 1.1 – Definitions of the TSX-V, as may be amended from time to time;"
- (u) **"Investor Relations Activities"** means any activities, by or on behalf of the Corporation or Shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Issuer, but does not include:
 - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation
 - (A) to promote the sale of products or services of the Issuer, or
 - (B) to raise public awareness of the Issuer,
 that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
 - (ii) activities or communications necessary to comply with the requirements of:
 - (A) applicable Securities Laws;
 - (B) TSX-V requirements or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Corporation;
 - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (A) the communication is only through the newspaper, magazine or publication, and
 - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (iv) activities or communications that may be otherwise specified by the TSX-V.
- (v) **"Market Value"** means the greater of either: (a) the weighted average trading price of Shares on the TSX-V; and (b) the average of daily high and low board lot trading prices of the Shares on the TSX-V, for the five (5) consecutive trading days immediately prior to the date as of

which Market Value is determined, provided that where the Market Value would be determined with reference to a period commencing after a fiscal quarter end of the Corporation and ending prior to the public disclosure of interim financial statements for such quarter (or annual financial statements in the case of the fourth quarter), the calculation of the Market Value will be made with reference to the fifth (5th) trading day immediately following the date of public disclosure of the financial statements for that quarter. If the Shares are not trading on the TSX-V, then the Market Value shall be determined based on the trading price on such stock exchange or over-the-counter market on which the Shares are listed and posted for trading as may be selected for such purpose by the Committee. In the event that the Shares are not listed and posted for trading on any stock exchange or over-the-counter market, the Market Value shall be the fair market value of such Shares as determined by the Committee in its sole discretion, acting reasonably;

- (w) **"Non-Employee Director"** means any individual who is a director of the Corporation or an Affiliate and who is not a full-time or part-time employee of the Corporation or an Affiliate;
- (x) **"Participant"** means each Eligible Employee, Eligible Director and Eligible Contractor to whom Restricted Share Units are granted hereunder;
- (y) **"Participant's Entitlement Date"** has the meaning ascribed to such term in Section 3.04;
- (z) **"Plan"** means this Restricted Share Unit Plan, as same may be amended from time to time;
- (aa) **"Restricted Share Unit"** means a notional unit credited by means of an entry on the books of the Corporation to a Participant, representing the right to receive on the Participant's Entitlement Date (a) a fully paid Share, or (b) at the option of the Corporation, a cash payment equal to the Market Value of a Share, in accordance with Sections 3.05 and 3.06;
- (bb) **"Restricted Share Unit Award"** means an award of Restricted Share Units under the Plan to a Participant;
- (cc) **"Restricted Share Unit Grant Letter"** has the meaning ascribed to such term in Section 3.08;
- (dd) **"Securities Laws"** means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Corporation;
- (ee) **"Security-Based Compensation Arrangements"** means this Plan and the Corporation's share incentive plan as same may be in effect from time to time;
- (ff) **"Service Year"** has the meaning ascribed to such term in Section 3.02(b);
- (gg) **"Shares"** means the common shares in the capital of the Corporation, as adjusted in accordance with the provisions of Section 5.06;
- (hh) **"TSX-V"** means the TSX Venture Exchange; and
- (ii) **"Vesting Date"** has the meaning ascribed to such term in Section 3.04.

1.02 **Headings:** The headings of all articles, Sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

1.03 **Context, Construction:** Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

1.04 **References to this Plan:** The words "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to the Plan as a whole and not to any particular article, Section, paragraph or other part hereof.

1.05 **Canadian Funds:** Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to lawful money of Canada.

ARTICLE TWO PURPOSE AND ADMINISTRATION OF THE RESTRICTED SHARE UNIT PLAN

2.01 **Purpose of the Restricted Share Unit Plan:** The Plan provides for the payment of bonus compensation in the form of Shares or, at the option of the Corporation, cash by Participants for the purpose of advancing the interests of the Corporation and its Affiliates through the motivation, attraction and retention of Eligible Employees, Eligible Directors and Eligible Contractors and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Shares by Eligible Employees, Eligible Directors and Eligible Contractors, it being generally recognized that restricted share unit plans aid in attracting, retaining and encouraging employees, directors and consultants due to the opportunity offered to them to acquire a proprietary interest in the Corporation. It is intended that, insofar as the Participants are Eligible Employees or Eligible Directors, neither the Plan nor any Restricted Share Units granted hereunder will constitute a "salary deferral arrangement" as defined in subsection 248(1) of the *Income Tax Act* (Canada) by reason of the exemption in paragraph (k) thereof. All Restricted Share Units granted hereunder shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages received or receivable by any Participant who is an Eligible Employee or Eligible Director in respect of his or her services to the Corporation or an Affiliate, as applicable.

2.02 **Administration of the Restricted Share Unit Plan:** The Plan shall be administered by the Committee and the Committee shall have full authority to administer the Plan including the authority to interpret and construe any provision of the Plan and to adopt, amend and rescind such rules and regulations for administering the Plan as the Committee may deem necessary in order to comply with the requirements of the Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants, the Corporation and its Affiliates. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with the Plan and all members of the Committee shall, in addition to their rights as directors of the Corporation, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made in good faith. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of the Plan and of the rules and regulations established for administering the Plan. All costs incurred in connection with the Plan shall be for the account of the Corporation and its Affiliates.

2.03 **Delegation to Committee:** All of the powers exercisable hereunder by the directors of the Corporation may, to the extent permitted by applicable law and as determined by resolution of the directors of the Corporation, be exercised by a committee of the Board comprised of not less than three (3) directors of the Corporation, including any compensation committee of the Board.

2.04 **Role of the Broker:** In the alternative to issuing Shares from treasury, the Affiliate that is the Employer of the Participant may pay funds to the Broker. The Broker shall use the funds received to purchase Shares in the market, subject to the TSXV disclosure requirements under TSXV Policy 5.6 – Normal Course Issuer Bids. Subject to Section 3.05, the Broker shall purchase the Shares as soon as practicable following receipt of the

funds from the applicable Affiliate. Shares purchased in the market will be registered in the name of the Broker in a separate account held for the Participant's benefit. The Broker shall forward to each Participant confirmation that the Shares have been acquired for the benefit of the Participant.

2.05 **Record Keeping:** The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant; and
- (b) the number of Restricted Share Units granted to each Participant.

2.06 **Determination of Participants and Participation:** The Committee shall from time to time determine the Eligible Employees, Eligible Directors and/or Eligible Contractors who may participate in the Plan. The Committee shall from time to time determine the Eligible Employees, Eligible Directors and/or Eligible Contractors to whom Restricted Share Units shall be granted and the provisions and restrictions with respect to such grant, all such determinations to be made in accordance with the terms and conditions of the Plan, and the Committee may take into consideration the present and potential contributions of and the services rendered by the particular Participant to the success of the Corporation and its Affiliates and any other factors which the Committee deems appropriate and relevant.

2.07 **Maximum Number of Shares:**

- (a) The aggregate maximum number of Shares available for issuance from treasury under this Plan, subject to adjustment pursuant to Section 5.06, shall not exceed 1,000,000 Shares. Any Shares subject to a Restricted Share Unit which has been granted under the Plan and which has been cancelled or terminated in accordance with the terms of the Plan prior to such Restricted Share Unit being fully vested will again be available under the Plan.
- (b) The maximum number of Shares available for issuance from treasury to Participants, at any time, pursuant to this Plan and all other Security-Based Compensation Arrangements of the Corporation, including but not limited to the Share Incentive Plan of the Corporation, is 10% of the total number of Shares then outstanding. The maximum number of Shares issued to Participants, within any one year period, pursuant to this Plan and all other Security-Based Compensation Arrangements of the Corporation, including but not limited to the Share Incentive Plan of the Corporation, is 10% of the total number of Shares then outstanding.
- (c) The aggregate number of Shares available for issuance from treasury any one person (and Companies wholly-owned by that person) in any 12 month period under this Plan and all other security-based compensation arrangements of the Corporation, must not exceed 5% of the total number of Shares then outstanding, unless disinterested shareholder approval is obtained.
- (d) The aggregate number of Shares available for issuance from treasury granted to any one Eligible Contractor in any 12 month period under this Plan and all other security-based compensation arrangements of the Corporation must not exceed 2% of the total number of Shares then outstanding.
- (e) For purposes of this Section 2.07, the number of Shares then outstanding shall mean the number of Shares outstanding on a non-diluted basis immediately prior to the proposed grant of the applicable Restricted Share Unit.

- (f) For purposes of this Section 2.07, the aggregate number of securities granted under all Security Based Compensation Arrangements of the Corporation will be calculated without reference to the initial securities granted under such arrangements to a person (who was not previously an insider of the Corporation or an Affiliate) upon such person becoming a director of the Corporation or an Affiliate.

**ARTICLE THREE
RESTRICTED SHARE UNITS**

3.01 **Restricted Share Unit Plan:** The Plan is hereby established for Eligible Employees, Eligible Directors and Eligible Contractors.

3.02 **Grant of Restricted Share Units:**

- (a) The Corporation may from time to time grant Restricted Share Units to a Participant in such numbers, at such times and on such terms and conditions, consistent with the Plan, as the Committee may in its sole discretion determine.
- (b) For greater certainty, unless otherwise specified in the applicable Restricted Share Unit Grant Letter, the granting of Restricted Share Units to any Participant under the Plan in May to December of a calendar year will be awarded solely in respect of performance of such Participant in the same calendar year. Where Restricted Share Units are awarded in January to April of a particular calendar year, such bonus will be awarded solely in respect of performance of such Participant in the calendar year immediately preceding such award. The calendar year in respect of which the Restricted Share Units are granted is referred to herein as the "**Service Year**".
- (c) The number of Restricted Share Units awarded will be credited to the Participant's account, effective as of the Grant Date.

3.03 **Payment of Dividend Equivalents:** Subject to the absolute discretion of the Committee and in accordance with this Section 3.03, the Committee may elect to credit, as a bonus for services rendered in the calendar year containing the payment date for cash dividends paid on Shares (the "**Dividend Payment Date**"), a Participant with additional Restricted Share Units. In such case, the number of additional Restricted Share Units so credited under this Section 3.03 will be equal to (computed to two (2) decimal places) the aggregate amount of dividends that would have been paid to the Participant if the Restricted Share Units in the Participant's account as of the record date for payment of such dividends (the "**Dividend Record Date**") had been Shares divided by the Market Value of a Share on the Dividend Payment Date.

The additional Restricted Share Units will vest on the Participant's Entitlement Date of the particular Restricted Share Unit Award to which the additional Restricted Share Units relate.

3.04 **Vesting:** A Restricted Share Unit Award granted to a Participant for services rendered will entitle the Participant, subject to the Participant's satisfaction of any conditions, restrictions or limitations imposed under the Plan or Restricted Share Unit Grant Letter, to receive a payment in fully paid Shares or, at the option of the Corporation, in cash on the date when the Restricted Share Unit Award is fully vested (the "**Participant's Entitlement Date**"), which date shall be no later than December 31 of the third calendar year following the Service Year applicable to the particular Restricted Share Unit Award (the "**Vesting Date**").

Subject to the foregoing, the Committee shall, in its sole discretion, determine any and all conditions to the vesting of any Restricted Share Units granted to a Participant, which vesting conditions may be based on either

or both of time and performance criteria as the Committee may determine in its sole discretion. Except as provided for in the Restricted Share Unit Grant Letter or as otherwise determined by the Committee:

- (i) in the event of the death of the Participant, all unvested Restricted Share Units credited to the Participant will vest on the date of the Participant's death. The Shares represented by the Restricted Share Units held by the Participant shall be issued or acquired in the open market by the Broker, subject to the TSXV disclosure requirements under TSXV Policy 5.6 – Normal Course Issuer Bids, or cash will be paid, as determined by the Committee, to or for the benefit of the Participant's estate as soon as practicable, in accordance with Sections 3.05 and 3.06;
- (ii) in the event of the Disability of the Participant, all Restricted Share Units credited to the Participant which have not vested prior to the date on which the Participant is determined to be totally disabled will vest on the earlier of (i) the 60th day following the date on which the Participant is determined to be totally disabled and (ii) the Vesting Date otherwise applicable, and the Shares represented by Restricted Share Units held by the Participant shall be issued or acquired in the open market by the Broker, subject to the TSXV disclosure requirements under TSXV Policy 5.6, or cash will be paid, as determined by the Committee, to or for the benefit of the Participant as soon as practicable, in accordance with Sections 3.05 and 3.06;
- (iii) if a Participant shall cease to be employed by, or provide services to, the Corporation or an Affiliate (and is not or does not continue to be a director or employee thereof) as a result of termination without Cause, all unvested Restricted Share Units credited to the Participant shall vest on the date of termination, and the Shares represented by Restricted Share Units held by the Participant shall be issued or acquired in the open market by the Broker, subject to the TSXV disclosure requirements under TSXV Policy 5.6 – Normal Course Issuer Bids, or cash will be paid, as determined by the Committee, to or for the benefit of the Participant as soon as practicable, in accordance with Sections 3.05 and 3.06; and
- (iv) if a Participant shall:
 - (A) cease to be a director of the Corporation or an Affiliate (and is not or does not continue to be an employee thereof) for any reason other than death or Disability, or
 - (B) cease to be employed by, or provide services to, the Corporation or an Affiliate (and is not or does not continue to be a director or employee thereof) for any reason other than death, Disability or termination without Cause,

all Restricted Share Units held by such Participant shall be forfeited and cancelled as of the date of termination, and the Participant shall have no entitlement to receive any payment in respect of such forfeited Restricted Share Units, or any other amount in respect of such forfeited Restricted Share Units, by way of damages, payment in lieu or otherwise.

3.05 Redemption – Fully Paid Shares to the Participant: Subject to Sections 3.06 and 4.01, the payment obligation in respect of any vested Restricted Share Units, net of any applicable taxes and other source deductions required to be withheld, will be settled, on the redemption of the Restricted Share Units, with the

issue of fully paid Shares from treasury or by having the Broker acquire Shares in the open market (using funds paid to the Broker by the Affiliate that is the Employer of the Participant for such purpose), subject to the TSXV disclosure requirements under TSXV Policy 5.6 – Normal Course Issuer Bids, on behalf of the Participant in accordance with Section 2.04, in the event that the Corporation elects not to issue Shares from treasury. If, after the issuance of Shares or the purchase of Shares by the Broker in accordance with this Section 3.05, an amount remains payable in respect of the vested Restricted Share Units being redeemed, the applicable Affiliate shall pay such remaining amount in cash (net of any applicable taxes or other source deductions required to be withheld) to the Participant.

3.06 Redemption – Cash Payment to the Participant: In the event that the Employer elects to satisfy its payment obligation in cash, on the Participant's Entitlement Date, the Restricted Share Units shall be redeemed and paid by the Affiliate that is the Employer of the Participant to the Participant subject to Section 4.01. The Market Value of the vested Restricted Share Units so redeemed shall, after deduction of any applicable taxes and other source deductions required to be withheld by the applicable Affiliate, be paid in cash.

3.07 Adjustment: For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Restricted Share Units will be granted to a Participant to compensate the Participant for any downward fluctuations in the price of a Share nor will any other form of benefit be conferred upon, or in respect of, a Participant for such a purpose.

Neither the Corporation nor any Affiliate will contribute any amounts to a third party or otherwise set aside any amounts to fund the benefits that will be provided under the Plan.

3.08 Restricted Share Unit Grant Letter: Each grant of a Restricted Share Unit Award under the Plan shall be evidenced by a Restricted Share Unit grant letter to the Participant from the Corporation (a "**Restricted Share Unit Grant Letter**"). Such Restricted Share Unit Grant Letter shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Restricted Share Unit Grant Letter. The provisions of the various Restricted Share Unit Grant Letters issued under the Plan need not be identical.

3.09 Participant Criteria: The Committee shall establish criteria for the grant of Restricted Share Units to Eligible Employees, Eligible Directors and Eligible Contractors.

3.10 Change of Control: If there is a Change of Control, all Restricted Share Units outstanding that are held by a Participant shall immediately vest on the date of such Change of Control notwithstanding the Participant's Entitlement Date. In any event, upon a Change of Control, Participants shall not be treated any more favourably than shareholders of the Corporation with respect to the consideration that the Participants would be entitled to receive for their Shares.

3.11 Election – Sale of Shares by Broker: In the event that the payment obligation in respect of vested Restricted Share Units is settled in Shares, a Participant may direct to have the Broker sell such Shares on behalf of the Participant, subject to the TSXV disclosure requirements under TSXV Policy 5.6 – Normal Course Issuer Bids.

3.12 Expiry Date: Notwithstanding any other provision of this Plan, all terms and conditions attaching to any Restricted Share Units shall be such that the Restricted Share Units comply with the exception in paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the *Income Tax Act* (Canada). No payment (in Shares, cash, or otherwise) in respect of any Restricted Share Unit shall be made after the Expiry Date.

3.13 **Necessary Approvals:** The Plan shall be subject to the approval of the disinterested shareholders of the Corporation to be given by a resolution passed at a meeting of the shareholders of the Corporation and acceptance by the TSX-V or any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation.

ARTICLE FOUR TAXES

4.01 **Taxes and Other Source Deductions:**

- (a) The Corporation and its Affiliates shall not be liable for any tax imposed on any Participant as a result of the crediting, holding or redemption of Restricted Share Units, amounts paid or credited to such Participant, or securities issued or transferred to such Participant under this Plan. It is the responsibility of the Participant to complete and file any tax returns which may be required under any applicable tax laws within the period prescribed by such laws.
- (b) The Corporation and any Affiliate shall be authorized to deduct, withhold and/or remit from any amount paid or credited hereunder (whether in Shares or cash), or otherwise, such amount as may be necessary so as to ensure the Corporation and/or such Affiliate will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of an Eligible Participant.

ARTICLE FIVE GENERAL

5.01 **Effective Time of Restricted Share Unit Plan:** The Plan shall become effective on a date to be determined by the Directors.

5.02 **Amendment of Restricted Share Unit Plan:** The Board or the Committee, as the case may be, may suspend or discontinue the Plan, or any portion thereof, at any time without first obtaining shareholder approval and in its absolute discretion, provided that, without the consent of a Participant, such suspension or discontinuance may not in any manner adversely affect the Participant's rights under any Restricted Share Unit granted under the Plan. For the purposes of this Section 5.02, an amendment does not include an accelerated expiry of a Restricted Share Unit by reason of the fact that an Eligible Director ceases to be a Participant.

The Board or the Committee may, subject to receipt of requisite regulatory and shareholder approval, make the following amendments to the Plan:

- (a) amend the number of securities under the Plan;
- (b) change the definition of "Participant" under the Plan which would have the potential of narrowing, broadening or increasing insider participation;
- (c) make amendments to the limits on Non-Employee Director participation in Section 2.07(e) of the Plan;
- (d) make amendments to this Section 5.02 of the Plan; or

- (e) make amendments to Section 5.03 of the Plan that would permit Restricted Share Units, or any other right or interest of a Participant under the Plan, to be assigned or transferred, other than for normal estate settlement purposes;

The Board or the Committee may, subject to receipt of requisite regulatory approval, where required, in its sole discretion make all other amendments to the Plan that are not of the type contemplated above, including, without limitation:

- (a) amendments of a housekeeping nature;
- (b) the addition or a change to the vesting provisions of a Restricted Share Unit or the Plan;
- (c) a change to the termination provisions of a Restricted Share Unit or the Plan;
- (d) amendments to reflect changes to applicable securities laws; and
- (e) amendments to ensure that the Restricted Share Units granted under the Plan will comply with any provisions respecting income tax and other laws in force in any country or jurisdiction of which a Participant to whom a Restricted Share Unit has been granted may from time to time be resident or a citizen.

Any amendment of this Plan shall be such that this Plan and the Restricted Share Units granted hereunder will not be considered a "salary deferral arrangement" as defined in subsection 248(1) of *Income Tax Act* (Canada) or any successor provision thereto, by reason of the Plan and the Restricted Share Units continuously meeting the requirements under the exception in paragraph (k) of that definition.

5.03 **Non-Assignable:** No Restricted Share Unit and no other right or interest of a Participant is assignable or transferable but shall thereafter enure to the benefit of and be binding upon the Participant's Beneficiary.

5.04 **Rights as a Shareholder:** No holder of any Restricted Share Units shall have any rights as a shareholder of the Corporation in respect of such Restricted Share Units.

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

5.06 **Adjustment in Number of Shares Subject to the Plan:** In the event there is any change in the Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:

- (a) the number of Shares available under the Plan; and
- (b) the number of Shares subject to any Restricted Share Units.

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

5.07 **Securities Exchange Take-over Bid:** In the event that the Corporation becomes the subject of a take-over bid (within the meaning of the *Securities Act* (Ontario)) pursuant to which 100% of the issued and

outstanding Shares are acquired by the offeror either directly or as a result of the compulsory acquisition provisions of the incorporating statute and where consideration is paid in whole or in part in equity securities of the Offeror, the Committee may send notice to all holders of Restricted Share Units requiring them to surrender their Restricted Share Units within 10 days of the mailing of such notice, and the holders of Restricted Share Units shall be deemed to have surrendered such Restricted Share Units on the tenth (10th) day after the mailing of such notice without further formality, provided that:

- (a) the offeror delivers with such notice an irrevocable and unconditional offer to grant replacement restricted share rights to the holders of Restricted Share Units on the equity securities offered as consideration;
- (b) the Committee has determined, in good faith, that such replacement restricted share rights have substantially the same economic value as the Restricted Share Units being surrendered; and
- (c) the surrender of Restricted Share Units and the granting of replacement restricted share rights can be effected on a tax deferred basis under the *Income Tax Act* (Canada).

5.08 **No Representation or Warranty:** Neither the Corporation nor any Affiliate makes any representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

5.09 **Compliance with Applicable Law:** If any provision of the Plan or any Restricted Share Unit contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

5.10 **Interpretation:** This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario.

SCHEDULE "B"

RSU PLAN RESOLUTION

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

1. The restricted share unit plan of the corporation attached as Schedule "A" to the Management Information circular dated May 14, 2019 of the Corporation be, and the same hereby is, confirmed and approved, as the restricted share unit plan of the corporation; and
2. any one or more of the directors or officers of the Corporation is authorized and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution."

SCHEDULE "C"

RSU GRANT RESOLUTION

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

1. the grant of an aggregate of 640,000 Restricted Share Units to Scott Anderson, Ron Clayton, Shaun Heinrichs, and Blair Schultz is hereby approved and ratified; and
2. any one or more of the directors or officers of the Corporation is authorized and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution."

SCHEDULE "D"

SHARE INCENTIVE PLAN

HAVILAH MINING CORPORATION

SHARE INCENTIVE PLAN

ARTICLE 1

DEFINITIONS AND INTERPRETATION

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

- (a) "**Blackout Period**" means a period of time during which (i) the trading guidelines of the Corporation, as amended or replaced from time to time, restrict one or more Participants from trading in securities of the Corporation or (ii) the Corporation has determined that one or more Participants may not trade any securities of the Corporation;
- (b) "**Blackout Period Expiry Date**" means the date on which a Blackout Period expires;
- (c) "**Business Day**" means a day on which the Stock Exchange is open for trading;
- (d) "**Committee**" means the Directors or, if the Directors so determine in accordance with Section 2.03 hereof, the committee of the Directors authorized to administer this Share Option Plan;
- (e) "**Common Shares**" means the common shares of the Corporation, as adjusted in accordance with the provisions of article five hereof from time to time;
- (f) "**Corporation**" means Havilah Mining Corporation, a corporation existing under the *Business Corporations Act* (British Columbia), and any successor thereof;
- (g) "**Designated Affiliates**" means the affiliates of the Corporation designated by the Committee for purposes of this Share Option Plan from time to time;
- (h) "**Directors**" means the directors of the Corporation from time to time;
- (i) "**Eligible Directors**" means the Directors or the directors of any Designated Affiliate from time to time;
- (j) "**Eligible Employees**" means employees and officers, whether Directors or not, of the Corporation or any Designated Affiliate, provided that such employees and officers are either individuals who are considered employees under the *Income Tax Act* (Canada) or individuals who work full-time, or on a continuing and regular basis for a minimum amount of time per week, for the Corporation or a Designated Affiliate providing services normally provided by an employee and who are subject to the same control and direction by the Corporation or a Designated Affiliate over the details and methods of work as an employee of the Corporation or a Designated Affiliate, but for whom income tax deductions are not made at source;

- (k) "**Employment Contract**" means any contract between the Corporation or any Designated Affiliate and any Eligible Employee, Eligible Director or Other Participant relating to, or entered into in connection with, the employment or departure of the Eligible Employee, the appointment, election or departure of the Eligible Director or the engagement of the Other Participant or any other agreement to which the Corporation or a Designated Affiliate is a party with respect to the rights of such Participant in respect of a change in control of the Corporation or the termination of employment, appointment, election or engagement of such Participant;
- (l) "**Exercise Price**" has the meaning given to such term in Section 3.03 hereof;
- (m) "**Insider**" has the meaning given to such term in the policies of the TSX Venture Exchange;
- (n) "**Option**" means an option to purchase Common Shares granted pursuant to, or governed by, this Share Option Plan;
- (o) "**Optionee**" means a Participant to whom an Option has been granted pursuant to this Share Option Plan;
- (p) "**Option Period**" means the period of time during which the particular Option may be exercised, including as extended in accordance with Section 3.04 hereof;
- (q) "**Other Participant**" means, other than an Eligible Director or an Eligible Employee, any individual engaged to provide ongoing management, advisory, consulting, technical or other services (other than services provided in relation to a distribution of securities of the Corporation) for the Corporation or a Designated Affiliate, or any employee of such person, under a written contract between the Corporation and such person, and who spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Designated Affiliate and has a relationship with the Corporation or a Designated Affiliate that enables such person to be knowledgeable about the business and affairs of the Corporation or Designated Affiliate, as the case may be;
- (r) "**Participant**" means each Eligible Director, Eligible Employee and Other Participant;
- (s) "**Share Option Plan**" means this share option plan as amended from time to time;
- (t) "**Stock Exchange**" means the TSX Venture Exchange or, if the Common Shares are not then listed on the TSX Venture Exchange, such other principal market on which the Common Shares are then traded as designated by the Committee from time to time;
- (u) "**Termination**" has the meaning given to such term in Section 3.11 hereof;
- (v) "**U.S. Participant**" means a Participant who is a U.S. citizen, a U.S. resident for U.S. tax purposes, or any other Participant whose Options awarded under the Plan are subject to taxation under the U.S. Internal Revenue Code; and
- (w) "**U.S. Securities Act**" has the meaning given to such term in Section 4.02 hereof.

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

- 1.03 Headings.** The headings of all articles, sections, paragraphs and subparagraphs in this Share Option Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this Share Option Plan.
- 1.04 Context, Construction.** Whenever the singular or masculine are used in this Share Option Plan the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires. The word "person" shall be given the widest meaning possible and shall include, without limitation, an individual, a corporation, a partnership, a limited partnership or any other unincorporated entity.
- 1.05 References to this Share Option Plan.** The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this Share Option Plan as a whole and not to any particular article, section, paragraph, subparagraph or other part hereof.
- 1.06 Canadian Funds.** Unless otherwise specifically provided, all references to dollar amounts in this Share Option Plan are references to lawful money of Canada.

ARTICLE 2
PURPOSE AND ADMINISTRATION OF THIS SHARE OPTION PLAN

- 2.01 Purpose of this Share Option Plan.** This Share Option Plan provides for the potential acquisition of Common Shares by Participants for the purpose of advancing the interests of the Corporation through the motivation, attraction and retention of key employees, directors and consultants of the Corporation and the Designated Affiliates and to secure for the Corporation and the shareholders of the Corporation the benefits inherent in the ownership of Common Shares by key employees, directors and consultants of the Corporation and the Designated Affiliates, it being generally recognized that share incentive plans can aid in attracting, retaining and encouraging employees, directors and consultants due to the opportunity offered to them to acquire a proprietary interest in the Corporation.
- 2.02 Administration of this Share Option Plan.** This Share Option Plan shall be administered by the Committee and the Committee shall have full authority to administer this Share Option Plan, including the authority to interpret and construe any provision of this Share Option Plan and to adopt, amend and rescind such rules and regulations for administering this Share Option Plan as the Committee may deem necessary or desirable in order to comply with the requirements of this Share Option Plan, subject in all cases to compliance with regulatory requirements. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this Share Option Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary or desirable for the implementation of this Share Option Plan and of the rules and regulations established for administering this Share Option Plan. All costs incurred in connection with this Share Option Plan shall be for the account of the Corporation. This Share Option Plan shall be administered in accordance with the rules and policies of the TSX Venture Exchange by the Committee so long as the Common Shares are listed on the TSX Venture Exchange.

- 2.03 Delegation to Committee.** All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by a committee of the Directors comprised of not less than three Directors.
- 2.04 Record Keeping.** The Corporation shall maintain a register in which shall be recorded:
- (a) the name and address of each Optionee;
 - (b) the number of Common Shares subject to Options granted to each Optionee; and
 - (c) the aggregate number of Common Shares subject to Options.
- 2.05 Determination of Participants.** The Committee shall from time to time determine the Participants who may participate in this Share Option Plan. The Committee shall from time to time determine the Participants to whom Options shall be granted, the number of Common Shares to be made subject to, and the expiry date of, each Option granted to each Participant and the other terms, including any vesting provisions, of each Option granted to each Participant, all such determinations to be made in accordance with the terms and conditions of this Share Option Plan, and the Committee may take into consideration the present and potential contributions of, and the services rendered by, the particular Participant to the success of the Corporation and any other factors which the Committee deems appropriate and relevant. All Eligible Employees and Other Participants shall be bona fide Eligible Employees or Other Participants, as the case may be.
- 2.06 Maximum Number of Shares.**
- (a) The maximum number of Common Shares reserved for issue pursuant to this Share Option Plan and all other Security-Based Compensation Arrangements of the Corporation shall be determined from time to time by the Committee but, in any case, shall not exceed, in the aggregate, 10% of the number of Common Shares then outstanding.
 - (b) The maximum number of Common Shares reserved for issue pursuant to Options granted under this Share Option Plan to Participants who are Insiders of the Corporation in any 12 month period shall not exceed 10% of the number of Common Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Stock Exchange.
 - (c) The maximum number of Common Shares reserved for issue to any one Participant upon the exercise of Options in any 12 month period shall not exceed 5% of the number of Common Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Stock Exchange.
 - (d) The maximum number of Common Shares reserved for issue to any one Other Participant upon the exercise of Options in any 12 month period shall not exceed 2% of the number of Common Shares then outstanding.
 - (e) The maximum number of Common Shares reserved for issue to all Eligible Employees and to all Other Participants conducting Investor Relations Activities (as such terms are defined in the policies of the TSX Venture Exchange) upon the exercise of Options in any 12 month period shall not exceed, in the aggregate, 2% of the number of Common Shares then outstanding. Options granted to Other Participants performing Investor Relations Activities shall vest in stages over a 12 month period, with no more than $\frac{1}{4}$ of the Options vesting in any three month

period. The Directors shall, through the establishment of appropriate procedures, monitor the trading in the securities of the Corporation by all Optionees performing Investor Relations Activities.

For purposes of this Section 2.06, "the number of Common Shares then outstanding" shall mean the number of Common Shares outstanding on a non-diluted basis calculated at the date of the proposed grant of the applicable Option.

ARTICLE 3 SHARE OPTION PLAN

- 3.01 The Share Option Plan and Participants.** This Share Option Plan is hereby established for Eligible Directors, Eligible Employees and Other Participants.
- 3.02 Option Notice or Agreement.** Each Option granted to a Participant may be evidenced by a stock option notice or stock option agreement setting out terms and conditions consistent with the provisions of this Share Option Plan, which terms and conditions need not be the same in each case and which terms and conditions may be changed from time to time.
- 3.03 Exercise Price.** The price per share (the "**Exercise Price**") at which any Common Share which is the subject of an Option may be purchased shall be determined by the Committee at the time the Option is granted, provided that the Exercise Price shall be not less than the closing price of the Common Shares on the Stock Exchange on the last trading day immediately preceding the date of the grant of such Option less the maximum discount, if any, permitted by the Stock Exchange or, if the Common Shares are not then listed on any stock exchange, the Exercise Price shall not be less than the fair market value of the Common Shares as may be determined by the Directors on the day immediately preceding the date of the grant of such Option. Disinterested shareholder approval shall be required for any reduction in the Exercise Price of any Option if the Optionee is an Insider of the Corporation at the time of the proposed amendment to the Exercise Price. Notwithstanding the foregoing, the Exercise Price of an Option awarded to a U.S. Participant shall be not less than the closing price of the Common Shares on the Stock Exchange on the last trading day immediately preceding the date of the grant of such Option.
- 3.04 Term of Option.** The Option Period for each Option shall be such period of time as shall be determined by the Committee, subject to amendment by an Employment Contract, provided that in no event shall an Option Period exceed ten years. Notwithstanding the definition of Option Period contained herein or the foregoing, the expiration date of an Option will be the date fixed by the Directors with respect to such Option unless such expiration date falls within a Blackout Period or within ten days after a Blackout Period Expiry Date, in which case the expiration date of the Option will be the date which is ten Business Days after the Blackout Period Expiry Date. Disinterested shareholder approval shall be required for the extension of any Option Period if the Optionee is an Insider of the Corporation at the time of the proposed amendment to the Option Period.
- 3.05 Lapsed Options.** If Options granted under this Share Option Plan are surrendered, terminate or expire without being exercised in whole or in part, new Options may be granted covering the Common Shares not purchased under such lapsed Options (or such lapsed stock options).
- 3.06 Limit on Options to be Exercised.** Except as otherwise specifically provided herein or in any Employment Contract, Options may be exercised by the Optionee in whole at any time, or in part from time to time (in each case to the nearest full Common Share), during the Option Period only in accordance with the vesting schedule, if any, determined by the Committee, in its sole and absolute

discretion, subject to the applicable requirements of the Stock Exchange, at the time of the grant of the Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Committee from time to time with respect to a particular Option. If the Committee does not determine a vesting schedule at the time of the grant of any particular Option, such Option shall be exercisable in whole at any time, or in part from time to time, during the Option Period, subject to the applicable requirements of the Stock Exchange. In the event that the Common Shares are listed on the TSX Venture Exchange, Options with an Exercise Price based on the Discounted Market Price (as such term is defined in the policies of the TSX Venture Exchange), and the Common Shares issuable upon the exercise thereof, shall be subject to the restricted period and legending requirements imposed by the policies of the TSX Venture Exchange.

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

- (a) in the case of an Eligible Employee, an officer of the Corporation or a Designated Affiliate or in the employment of the Corporation or a Designated Affiliate and has been continuously an officer or so employed since the date of the grant of such Option, provided however that a leave of absence with the approval of the Corporation or such Designated Affiliate shall not be considered an interruption of employment for purposes of this Share Option Plan;
- (b) in the case of an Eligible Director who is not also an Eligible Employee, a director of the Corporation or a Designated Affiliate and has been such a director continuously since the date of the grant of such Option; and
- (c) in the case of an Other Participant, engaged, directly or indirectly, in providing ongoing management, advisory, consulting, technical or other services for the Corporation or a Designated Affiliate and has been so engaged since the date of the grant of such Option.

3.08 Payment of Exercise Price. The issue of Common Shares on the exercise of any Option shall be contingent upon receipt by the Corporation of payment of the aggregate purchase price for the Common Shares in respect of which the Option has been exercised by cash or certified cheque delivered to the registered office of the Corporation together with a completed notice of exercise. No Optionee or legal representative, legatee or distributee of any Optionee will be, or will be deemed to be, a holder of any Common Shares with respect to which such Optionee was granted an Option, unless and until certificates for such Common Shares are issued to such Optionee, or them, under the terms of this Share Option Plan. Subject to Section 3.12 hereof, upon an Optionee exercising an Option and paying the Corporation the aggregate purchase price for the Common Shares in respect of which the Option has been exercised, the Corporation shall as soon as practicable thereafter issue and deliver a certificate representing the Common Shares so purchased.

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

- (a) the Corporation seeks or intends to seek approval from the shareholders of the Corporation for a transaction which, if completed, would constitute an Acceleration Event (as defined below); or
- (b) a person makes a bona fide offer or proposal to the Corporation or the shareholders of the Corporation which, if accepted or completed, would constitute an Acceleration Event, the

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

In this Section 3.09, an Acceleration Event means:

- (i) the acquisition by any "offeror" (as defined in section 89 of the *Securities Act* (Ontario) as of the date hereof) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Corporation, by means of a take-over bid or otherwise;
- (ii) any consolidation, merger, statutory amalgamation or arrangement involving the Corporation and pursuant to which the Corporation will not be the continuing or surviving corporation or pursuant to which the Common Shares will be converted into cash or securities or property of another entity, other than a transaction involving the Corporation and in which the shareholders of the Corporation immediately prior to the completion of the transaction will have the same proportionate ownership of the surviving corporation immediately after the completion of the transaction;
- (iii) a separation of the business of the Corporation into two or more entities;
- (iv) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation to another entity; or
- (v) the approval by the shareholders of the Corporation of any plan of liquidation or dissolution of the Corporation.

3.10 Effect of Death. If a Participant or, in the case of an Other Participant which is not an individual, the primary individual providing services to the Corporation or Designated Affiliate on behalf of the Other Participant, shall die, any outstanding Option held by such Participant or Other Participant at the date of such death shall become immediately exercisable notwithstanding Section 3.06 hereof, and shall be exercisable in whole or in part only by the person or persons to whom the rights of the Optionee under the Option shall pass by the will of the Optionee or the laws of descent and distribution for a period of 12 months after the date of death of the Optionee or prior to the expiration of the Option Period in respect of the Option, whichever is earlier, and then only to the extent that such Optionee was entitled to exercise the Option at the date of the death of such Optionee in accordance with Sections 3.06, 3.07 and 3.11 hereof.

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

- (a) cease to be a director of the Corporation or of a Designated Affiliate, as the case may be (and is not or does not continue to be an employee thereof), for any reason (other than death); or
- (b) cease to be employed by, or provide services to, the Corporation or the Designated Affiliates (and is not or does not continue to be a director or officer thereof), or any corporation

engaged to provide services to the Corporation or the Designated Affiliates, for any reason (other than death) or shall receive notice from the Corporation or any Designated Affiliate of the termination of his Employment Contract;

(the earliest to occur of any of the foregoing events being referred to herein as a "**Termination**"), except as otherwise provided in any Employment Contract, such Participant may, but only within the 90 days next succeeding such Termination, exercise the Options to the extent that such Participant was entitled to exercise such Options at the date of such Termination. Notwithstanding the foregoing or any Employment Contract, in no event shall such right extend beyond the Option Period or one year from the date of Termination.

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

ARTICLE 4

WITHHOLDING TAXES AND SECURITIES LAWS OF THE UNITED STATES OF AMERICA

- 4.01 Withholding Taxes.** The Corporation or any Designated Affiliate may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Corporation or any Designated Affiliate is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Option or Common Share including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Common Shares to be issued upon the exercise of any Option, until such time as the Participant has paid the Corporation or any Designated Affiliate for any amount which the Corporation or the Designated Affiliate is required to withhold with respect to such taxes.
- 4.02 Securities Laws of the United States of America.** Neither the Options which may be granted pursuant to this Share Option Plan nor the Common Shares which may be issued pursuant to the exercise of Options have been registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under any securities law of any state of the United States of America. Accordingly, any Participant who is issued Common Shares or granted an Option in a transaction which is subject to the U.S. Securities Act or the securities laws of any state of the United States of America may be required to represent, warrant, acknowledge and agree that:
- (a) the Participant is acquiring the Option and/or any Common Shares as principal and for the account of the Participant;
 - (b) in granting the Option and/or issuing the Common Shares to the Participant, the Corporation is relying on the representations and warranties of the Participant to support the conclusion of the Corporation that the granting of the Option and/or the issue of Common Shares do not require registration under the U.S. Securities Act or to be qualified under the securities laws of any state of the United States of America;
 - (c) each certificate representing Common Shares so issued may be required to have the following legend:

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

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE. A CERTIFICATE WITHOUT A LEGEND MAY BE OBTAINED FROM THE REGISTRAR AND TRANSFER AGENT OF THE CORPORATION IN CONNECTION WITH A SALE OF THE SECURITIES REPRESENTED HEREBY, UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE REGISTRAR AND TRANSFER AGENT AND THE CORPORATION, TO THE EFFECT THAT SUCH SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT.";

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

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

provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.";

- (d) other than as contemplated by paragraph 4.02(c) hereof, prior to making any disposition of any Common Shares acquired pursuant to this Share Option Plan which might be subject to the requirements of the U.S. Securities Act, the Participant shall give written notice to the Corporation describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel (or such other evidence acceptable to the Corporation) for the Corporation to determine whether registration under the U.S. Securities Act or qualification under any securities laws of any state of the United States of America is required in connection with the proposed disposition and whether the proposed disposition is otherwise in compliance with such legislation and the regulations thereto;
- (e) other than as contemplated by paragraph 4.02(c) hereof, the Participant will not attempt to effect any disposition of the Common Shares owned by the Participant and acquired pursuant to this Share Option Plan or of any interest therein which might be subject to the requirements of the U.S. Securities Act in the absence of an effective registration statement relating thereto under the U.S. Securities Act or an opinion of counsel satisfactory in form and substance to counsel for the Corporation that such disposition would not constitute a violation of the U.S. Securities Act and then will only dispose of such Common Shares in the manner so proposed;
- (f) the Corporation may place a notation on the records of the Corporation to the effect that none of the Common Shares acquired by the Participant pursuant to this Share Option Plan shall be transferred unless the provisions of the Plan have been complied with; and
- (g) the effect of these restrictions on the disposition of the Common Shares acquired by the Participant pursuant to this Share Option Plan is such that the Participant may not be able to sell or otherwise dispose of such Common Shares for a considerable length of time in a transaction which is subject to the provisions of the U.S. Securities Act other than as contemplated by paragraph 4.02(c) hereof.

ARTICLE 5 GENERAL

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

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

- (a) materially increase the benefits under this Share Option Plan or any Options granted pursuant to the Plan;
- (b) increase the number of Common Shares, other than by virtue of sections 5.06 and 5.07 hereof, which may be issued pursuant to this Share Option Plan; or
- (c) materially modify the requirements as to eligibility for participation in this Share Option Plan;

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

- 5.03 Non-Assignable.** No rights under this Share Option Plan and no Option awarded pursuant to this Share Option Plan are assignable or transferable by any Participant other than pursuant to a will or by the laws of descent and distribution.
- 5.04 Rights as a Shareholder.** No Optionee shall have any rights as a shareholder of the Corporation with respect to any Common Shares which are the subject of an Option. No Optionee shall be entitled to receive any dividends, distributions or other rights declared for shareholders of the Corporation for which the record date is prior to the date of issue of certificates representing Common Shares acquired upon the exercise of Options of such Optionee.
- 5.05 No Contract of Employment.** Nothing contained in this Share Option Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Corporation or any Designated Affiliate nor interfere or be deemed to interfere in any way with any right of the Corporation or any Designated Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in any of this Share Option Plan by a Participant shall be voluntary.
- 5.06 Consolidation, Merger, etc.** If there is a consolidation, merger or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two or more entities or a sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation to another entity, upon the exercise of an Option under this Share Option Plan the holder thereof shall be entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had exercised the Option immediately prior to the effective time of such event, unless the Committee otherwise determines the basis upon which such Option shall be exercisable.
- 5.07 Adjustment in Number of Common Shares Subject to the Plan.** In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:
- (a) the number of Common Shares available under this Share Option Plan;
 - (b) the number of Common Shares subject to any Option; and
 - (c) the exercise price of the Common Shares subject to Options.

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

- 5.08 Securities Exchange Take-over Bid.** In the event that the Corporation becomes the subject of a take-over bid (within the meaning of the *Securities Act* (Ontario)) as a result of which all of the outstanding Common Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all Optionees requiring them to surrender their Options within 10 days of the mailing of such notice, and the Optionees shall be deemed to have surrendered such Options (with such surrender conditioned on the successful completion of the Take-over Bid) on the tenth day after the mailing of such notice without further formality, provided that:
- (a) the Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement options to the Optionees on the equity securities offered as consideration;
 - (b) the Committee has determined, in good faith, that such replacement options have substantially the same economic value as the Options being surrendered, and with respect to Options held by U.S. Participants, such replacement options will satisfy the requirements of U.S. Treasury Regulation 1.409A-1(b)(5)(v)(D) to the extent required to avoid adverse U.S. federal income tax consequences; and;
 - (c) the surrender of Options and the granting of replacement options can be effected on a tax free rollover basis under the *Income Tax Act* (Canada).
- 5.09 No Representation or Warranty.** The Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of this Share Option Plan.
- 5.10 Participation through RRSPs and Holding Companies.** Except as otherwise provided in this Section 5.10, and subject to the approval of the Committee, an Eligible Employee or Eligible Director may elect, at the time rights or Options are granted under this Share Option Plan, to participate in this Share Option Plan by holding any rights or Options granted under this Share Option Plan in a registered retirement savings plan established by such Eligible Employee or Eligible Director for the sole benefit of such Eligible Employee or Eligible Director or in a personal holding corporation controlled by such Eligible Employee or Eligible Director. Notwithstanding the foregoing, Options of U.S. Participants shall not be held in a registered retirement savings plan or any other vehicle or entity, the intended effect of which would be to delay the taxation of such Options beyond the time of exercise of the Option. For the purposes of this Section 5.10, a personal holding corporation shall be deemed to be controlled by an Eligible Employee or Eligible Director if (i) voting securities carrying 100% of the votes for the election of directors of such corporation are held, otherwise than by way of security only, by or for the benefit of such Eligible Employee or Eligible Director and the votes carried by such voting securities are entitled, if exercised, to elect a majority of the board of directors of such corporation, and (ii) all of the equity securities of such corporation are directly held, otherwise than by way of security only, by or for the benefit of such Eligible Employee or Eligible Director. In the event that an Eligible Employee or Eligible Director elects to hold the Options granted under this Share Option Plan in a registered retirement savings plan or personal holding corporation, such Eligible Employee or Eligible Director must submit certifications, undertakings or any other documents, if any, required by the Stock Exchange, and the provisions of this Share Option Plan shall continue to apply as if the Eligible Employee or Eligible Director held such Options directly.
- 5.11 Compliance with Applicable Law.** If any provision of this Share Option Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction over the

securities of the Corporation, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

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

SCHEDULE "E"

SHARE INCENTIVE PLAN RESOLUTION

"BE IT RESOLVED THAT:

1. the share incentive plan of the corporation attached as Schedule "D" to the Management Information circular dated May 14, 2019 of the corporation be, and the same hereby is, confirmed and approved as the share incentive plan of the corporation; and
2. any one or more of the directors or officers of the Corporation is authorized and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution."

SCHEDULE "F"

NAME CHANGE RESOLUTION

"BE IT RESOLVED THAT, as a special resolution of the Shareholders that:

1. the Corporation's Notice of Articles be altered by changing the name of the Corporation to "1911 Gold Corporation" or such other name as the Corporation may determine;
2. any one or more of the directors or officers of the Corporation is authorized to execute the Notice of Alteration on behalf of the Corporation and to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to this resolution;
3. subject to the deposit of this resolution at the Corporation's records office, the solicitors for the Corporation are authorized and directed to electronically file the Notice of Alteration with the Registrar of Companies; and
4. upon the Notice of Alteration taking effect, the Corporation's Articles be altered to reflect the change of name."

SCHEDULE "G"

AUDIT COMMITTEE CHARTER

HAVILAH MINING CORPORATION

("Havilah")

AUDIT COMMITTEE CHARTER

(Adopted as of September 17, 2018)

This charter (the "**Charter**") sets forth the purpose, composition, responsibilities, duties, powers and authority of the Audit Committee (the "**Committee**") of the directors (the "**Board**") of Havilah Mining Corporation. ("**Havilah**").

1. PURPOSE

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- financial reporting and disclosure requirements;
- ensuring that an effective risk management and financial control framework has been implemented by management of Havilah; and
- external and internal audit processes.

2. COMPOSITION AND MEMBERSHIP

- (a) The members (collectively "**Members**" and individually a "**Member**") of the Committee shall be appointed by the Board to serve one-year terms and shall be permitted to serve an unlimited number of consecutive terms. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will cease to be a Member upon ceasing to be a director of Havilah.
- (b) The Committee will consist of at least three Members. Every Member must be a director of Havilah who is independent and financially literate to the extent required by (and subject to the exemptions and other provisions set out in) applicable laws, rules, regulations and stock exchange requirements (collectively "**Applicable Laws**"). In this Charter, the terms "independent" and "financially literate" have the meanings ascribed to such terms in Applicable Laws and include the meanings given to similar terms in Applicable Laws to the extent such similar terms are used in this Charter and are applicable under Applicable Laws.
- (c) The chairman of the Committee (the "**Chairman**") will be appointed by the Board and confirmed by the Committee or appointed by the Committee from time to time and must have such accounting or related financial management expertise as the Board or Committee may determine in their business judgment is necessary. The secretary of Havilah (the "**Secretary**") will be the secretary of all meetings and will maintain minutes of all meetings, deliberations and proceedings of the Committee. In the absence of the Secretary at any meeting, the Committee will appoint another person who may, but need not, be a Member to be the secretary of that meeting.

3. **MEETINGS**

- (a) Meetings of the Committee will be held at such times and places as the Chairman may determine, but in any event not less than four (4) times per year. Any Member or the auditor of Havilah may call a meeting of the Committee at any time upon not less than forty-eight (48) hours advance notice being given to each Member orally, by telephone, by facsimile or by email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by conference call.
- (b) At the request of the external auditors of Havilah, the Chief Executive Officer or the Chief Financial Officer of Havilah or any Member will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.
- (c) The Chairman, if present, will act as the Chairman of meetings of the Committee. If the Chairman is not present at a meeting of the Committee, then the Members present may select one of their number to act as chairman of the meeting.
- (d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority of Members present at the meeting at which the vote is taken. The Chairman will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolution signed by all Members.
- (e) The Committee may invite from time to time such persons as the Committee considers appropriate to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee, except to the extent the exclusion of certain persons is required pursuant to this Charter or by Applicable Laws. The Committee will meet in camera without management at each meeting of the Committee.
- (f) In advance of every regular meeting of the Committee, the Chairman, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chairman, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Havilah to produce such information and reports as the Committee may deem appropriate in order to fulfill its duties.

4. **DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Committee as they relate to the following matters, to the extent considered appropriate or desirable or required by Applicable Laws, are to:

4.1 **Financial Reporting and Disclosure**

- (a) review and recommend to the Board for approval, the audited annual financial statements of Havilah, including the auditors' report thereon, the management's discussion and analysis of Havilah prepared in connection with the annual financial statements, financial reports of Havilah, guidance with respect to earnings per share, and any initial public release of financial information of Havilah through press release or otherwise, with such documents to indicate whether such information has been reviewed by the Board or the Committee;

- (b) review and approval of the quarterly financial statements of Havilah including the management's discussion and analysis prepared in connection with the quarterly financial statements and accompanying press release, such documents to indicate whether such information has been reviewed by the Board or the Committee;
- (c) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual reports to shareholders, management proxy circulars, material change disclosures of a financial nature, news releases containing financial information and similar disclosure documents;
- (d) review with management of Havilah and with the external auditors of Havilah significant accounting principles and disclosure issues and alternative treatments in accordance with International Financial Reporting Standards ("IFRS") all with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Havilah's financial position and the results of its operations in accordance with IFRS:
- (e) annually review Havilah's corporate disclosure policy and recommend any proposed changes to the Board for consideration; and
- (f) review the minutes from each meeting of the disclosure committee of Havilah established pursuant to Havilah's corporate disclosure policy, since the last meeting of the Committee.

4.2 Internal Controls and Audit

- (a) review and assess the adequacy and effectiveness of Havilah's system of internal control and management information systems through discussions with management and the external auditor of Havilah to ensure that Havilah maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Havilah's transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statements of Havilah and for detecting control weaknesses or fraud. From time to time the Committee will assess whether a formal internal audit department or third party review is necessary or desirable having regard to the size and stage of development of Havilah at any particular time;
- (b) satisfy itself that management has established adequate procedures for the review of Havilah's disclosure of financial information extracted or derived directly from Havilah's financial statements;
- (c) periodically assess the adequacy of such systems and procedures to ensure compliance with regulatory requirements and recommendations;
- (d) review and discuss with management the major financial risk exposures of Havilah and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;
- (e) review and assess, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of Havilah's risk management policies and procedures with regard to identification of Havilah's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by Havilah; and

- (f) review and assess annually, and in the Committee's discretion make recommendations to the Board regarding, the investment policy of Havilah.

4.3 External Audit

- (a) recommend to the Board a firm of external auditors to be engaged by Havilah;
- (b) ensure the external auditors report directly to the Committee on a regular basis;
- (c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;
- (d) review and approve the compensation of the external auditors, and the scope and timing of the audit and other related services rendered by the external auditors;
- (e) review the audit plan of the external auditors prior to the commencement of the audit;
- (f) establish and maintain a direct line of communication with Havilah's external and, if applicable, internal auditors;
- (g) meet in camera with only the auditors (if present), with only management (if present), and with only the Members at every Committee meeting;
- (h) review the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditors team;
- (i) oversee the work of the external auditors appointed by the shareholders of Havilah with respect to preparing and issuing an audit report or performing other audit, review or attest services for Havilah, including the resolution of issues between management of Havilah and the external auditors regarding financial disclosure;
- (j) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used and any alternative treatments of financial information that have been discussed with management of Havilah and the ramifications of their use, as well as any other material changes. Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;
- (k) discuss with the external auditors their perception of Havilah's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto;
- (l) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board; and
- (m) review annually a report from the external auditors in respect of their internal quality- control procedures, any material issues raised by the most recent internal quality-control review, or

peer review of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues.

4.4 **Associated Responsibilities**

- (a) monitor and periodically review the whistleblower policy of Havilah and associated procedures for:
 - (i) the receipt, retention and treatment of complaints received by Havilah regarding accounting, internal accounting controls or auditing matters;
 - (ii) the confidential, anonymous submission by directors, officers and employees of Havilah of concerns regarding questionable accounting or auditing matters; and
 - (iii) any violations of any Applicable Laws that relate to corporate reporting and disclosure, or violations of the Code of Business Conduct & Ethics of Havilah, if applicable; and
- (b) review and approve the hiring policies of Havilah regarding employees and partners, and former employees and partners, of the present and former external auditors of Havilah.

4.5 **Non-Audit Services**

Pre-approve all non-audit services to be provided to Havilah or any subsidiary entities by its external auditors, the external auditors of such subsidiary entities, or such other independent auditors that the Committee may engage to provide the non-audit services. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such Member or Members so delegated shall be presented to the Committee at its first scheduled meeting following such pre-approval.

4.6 **Oversight Function**

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Havilah's financial statements are complete and accurate or are in accordance with Canadian GAAP and applicable rules and regulations. These are the responsibilities of the management and the external auditors of Havilah. The Committee, the Chairman and any Members identified as having accounting or related financial expertise are directors of Havilah, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of Havilah, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of Havilah's financial information or public disclosure.

5. **REPORTING**

The Committee shall provide the Board with a summary of all actions taken at each Committee meeting or by written resolution. The Secretary will circulate the minutes of each meeting of the Committee and each written

resolution passed by the Committee to the Board. The Committee shall produce and provide the Board with all reports or other information required to be prepared under Applicable Laws.

6. ACCESS TO INFORMATION AND AUTHORITY

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

7. REVIEW OF CHARTER

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

8. CHAIR

The Chair of the Committee should:

- (a) provide leadership to the Committee with respect to its functions as described in this mandate and as otherwise may be appropriate, including overseeing the operation of the Committee;
- (b) chair meetings of the Committee, unless not present, including in camera sessions, and report to the Board following each meeting of the Committee on the activities and any recommendations of the Committee;
- (c) ensure that the Committee meets at least once per quarter and otherwise as considered appropriate;
- (d) in consultation with the Chairman of the Board and the Committee members, establish dates for holding meetings of the Committee;
- (e) set the agenda for each meeting of the Committee, with input from other Committee members, the Chairman of the Board, the Lead Director, if one, and any other appropriate persons;
- (f) ensure that Committee materials are available to any director upon request;
- (g) act as liaison and maintain communication with the Chairman of the Board and the Board to optimize and co-ordinate input from directors, and to optimize the effectiveness of the Committee. This includes reporting to the Board on all decisions of the Committee at the first meeting of the Board after each Committee meeting and at such other times and in such manner as the Committee considers advisable; and
- (h) report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the effectiveness of the Board.