

ROKMASTER RESOURCES CORP.
(the "Company")

FORM 51-102F6V - STATEMENT OF EXECUTIVE COMPENSATION
(For the Year Ended December 31, 2016)

General

The following information, dated as of June 29, 2017, is provided as required under Form 51-102F6V for Venture Issuers (the "Form"), as such term is defined in National Instrument 51-102.

For the purposes of this Form, a "Named Executive Officer" (a "NEO") means the following persons:

- (a) the Company's Chief Executive Officer ("CEO");
- (b) the Company's Chief Financial Officer ("CFO");
- (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6 Statement of Executive Compensation, for that financial year; and
- (d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of the financial year.

During the financial year ended December 31, 2016, the Company had two (2) NEOs: John Mirko, the President and CEO and Dennis Cojuco, the CFO and Corporate Secretary. All amounts in this statement of executive compensation are in Canadian dollars unless otherwise stated.

Director and Named Executive Officer Compensation

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Company to each NEO of the Company for the completed financial years ended December 31, 2016 and 2015. None of the Company's directors received any form of compensation for the years ended December 31, 2016 and 2015. Options and compensation securities are disclosed under the heading "Stock Options and Other Compensation Securities and Instruments" below.

Name and Position	Year	Fees (\$)	Bonus (\$)	Committee & Meeting Fee (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)
John Mirko <i>President & CEO</i> ⁽¹⁾	2016	116,600 ⁽²⁾	Nil	Nil	Nil	Nil	116,600
	2015	140,250 ⁽²⁾	Nil	Nil	Nil	Nil	140,250

Name and Position	Year	Fees (\$)	Bonus (\$)	Committee & Meeting Fee (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)
Dennis Cojuco CFO & Corporate Secretary	2016	72,000 ⁽³⁾	Nil	Nil	Nil	Nil	72,000
	2015	72,000 ⁽³⁾	Nil	Nil	Nil	Nil	72,000

Notes:

- (1) Mr. Mirko has been the Company's President and CEO since the Company's inception. Mr. is also a director of the Company and no fees are paid to Mr. Mirko for his role as a director.
- (2) Consulting fees paid or accrued to Canam Mining Corporation ("Canam"), a private company controlled by Mr. Mirko, in accordance with the terms of a Contract Consulting Agreement dated January 1, 2011, between the Company and Canam, pursuant to which Mr. Mirko provides the Company exploration and mining consulting services and for services as are customarily provided by a President and CEO.
- (3) Consulting fees paid or accrued to 0909074 B.C. Ltd. ("0909074"), a private company controlled by Mr. Cojuco, in accordance with the terms of a Contract Consulting Agreement dated April 18, 2011, between the Company and 0909074, pursuant to which Mr. Cojuco provides services to the Company as are customarily provided by a CFO and Corporate Secretary.

Stock Options and Other Compensation Securities and Instruments

The Company did not provide any compensation securities to each NEO and director of the Company for the financial year ended December 31, 2016.

None of the Company's NEOs and directors exercised any compensation securities during the year ended December 31, 2016.

Stock Option Plan and Other Incentive Plans

The Company has no other incentive plans other than its stock option plan (the "Plan").

In connection with the Plan, being a "rolling" incentive stock option plan, which provides that the Board may grant up to ten percent (10%) of the total number of common shares issued and outstanding at the date of the stock option grant. The policies of the TSXV require the shareholders to approve the Plan on an annual basis at the annual meeting. Therefore, shareholders will be asked at the annual meeting to vote on a resolution affirming and approving the Plan for the ensuing year. Pursuant to the Plan, the Board may, from time to time, authorize the issue of options to directors, officers, employees and consultants of the Company and its subsidiaries or employees of companies providing management or consulting services to the Company or its subsidiaries ("Eligible Optionees"), the option to purchase common shares.

The purpose of the Plan is to allow the Company to grant options to Eligible Optionees, as an incentive to dedicate their efforts to advance the success of the Company. The granting of options is intended to align the interests of such persons with that of the members. Options will be exercisable over periods up to ten years as determined by the Board of the Company and are required to have an exercise price no lower than the last closing sales price for such shares as quoted on the TSXV for the market trading day immediately prior to the date of grant of the option, less any discount permitted by the TSXV.

The following information is a brief description of the Stock Option Plan:

The maximum aggregate number of common shares reserved for issuance pursuant to the exercise of Options granted under the Plan shall be 10% of the issued and outstanding common shares of the Company as at the date of a stock option grant (unless the Company has obtained “disinterested shareholder” approval in accordance with the policies of the TSXV), subject to increase in instances of any Option being forfeited, expires, is terminated or is cancelled for any reason whatsoever (other than by reason of exercise) and adjustments in the event of any subdivision or consolidation of the Company’s common shares.

Also, unless the Company has obtained “disinterested shareholder” approval in accordance with the policies of the TSXV:

- (a) the maximum aggregate number of Options granted to Insiders under the Plan together with any other share compensation arrangement within a 12 month period may not exceed 10% of the issued and outstanding common shares of the Company at the time of grant;
- (b) the maximum aggregate number of common shares that may be reserved for issuance under Options pursuant to the Plan together with any other share compensation arrangement to any one individual within a 12 month period shall not exceed 5% of the issued and outstanding common shares of the Company at the time of grant;
- (c) the maximum aggregate number of common shares that may be reserved under the Plan or any other share compensation arrangement for issuance to any one Consultant within a 12 month period shall not exceed 2% of the issued and outstanding common shares of the Company at the time of grant; and
- (d) the maximum aggregate number of common shares that may be reserved within any 12 month period under the Plan or any other share compensation arrangement for issuance to employees who are conducting investor relations activities shall not exceed 2% of the issued and outstanding common shares of the Company at the time of grant.

“Disinterested shareholders” are holders of outstanding common shares of the Company entitled to vote and represented in person or by proxy, excluding votes attaching to outstanding common shares beneficially owned by insiders of the Company and their associates to whom shares may be issued pursuant to the Plan.

Any options granted pursuant to the Plan will terminate upon the earliest of (i) the expiration date of the option; (ii) the end of the period of time permitted for exercise of the option (such period of time to not be in excess of 90 days), to be determined by the Board at the time of the grant of an option, after the an optionee ceases to be an Eligible Optionee for any reason other than death, disability or employment with cause; (iii) the 30th day after the Eligible Optionee who is engaged in investor relations activities for the Company ceases to be employed to provide such activities; (iv) the date on which an Eligible Optionee is terminated for cause; (v) the first anniversary of the date on which an Eligible Optionee ceases to be an employee or consultant on account of disability; and (vi) the first anniversary of the date of death of an Eligible Optionee.

The Board of Directors may, at its discretion at the time of any grant, impose a schedule over which period of time the option will vest and become exercisable by the Eligible Optionee.

In addition, the Plan also provides that the Company may withhold from any amount payable to a participant, either under the Plan or otherwise, such amount as may be necessary to enable the Company to comply with the applicable requirements of any federal, provincial, state or local law.

Subject to the approval of the TSXV, the Board may terminate, suspend or amend the terms of the Plan, provided that the Board may not do any of the following without obtaining, within 12 months either before or after the Board's adoption of a resolution authorizing such action, shareholder approval, and, where required, disinterested shareholder approval, or by the written consent of the holders of a majority of the securities of the Company entitled to vote:

- (a) increase the aggregate number of common shares which may be issued under the Plan;
- (b) materially modify the requirements as to the eligibility for participation in the Plan which would have the potential of broadening or increasing Insider participation;
- (c) add any form of financial assistance or any amendment to a financial assistance provision which is more favourable to participants under the Plan;
- (d) add a cashless exercise feature, payable in cash or securities, which does not provide for a full deduction of the number of underlying securities from the Plan reserve; and
- (e) materially increase the benefits accruing to participants under the Plan.

However, the Board may amend the terms of the Plan to comply with the requirements of any applicable regulatory authority without obtaining shareholder approval, including:

- (a) amendments to the Plan of a housekeeping nature;
- (b) a change to the vesting provisions of a security or the Plan; and
- (c) a change to the termination provisions of a security or the Plan which does not entail an extension beyond the original expiry date.

The foregoing is only a summary of the salient features of the Plan. The Plan may be viewed on the SEDAR website at www.sedar.com under "Company Profiles – Rokmaster Resources Corp." (filed July 11, 2011 as an Other document).

Employment, Consulting and Management Agreements

Other than as set forth above under "Director and Named Executive Officer Compensation," the Company has no contracts, agreements, plans or arrangements that provide for payments to a Named Executive Officer or Director for the year ended December 31, 2016.

Other than as set forth below, the Company has no contracts, agreements, plans or arrangements that provide for payments to a Named Executive Officer or Director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, change in control of the Company or change in a Named Executive Officer's responsibilities.

John Mirko, President and CEO

The Company entered into a Contract Consulting Agreement dated January 1, 2011 ("Canam Agreement") with Canam Mining Corporation ("Canam"), a private company controlled by Mr. Mirko. The Canam Agreement is for an indefinite term, unless terminated by either the Company or Canam upon two (2) days' prior written notice of termination to the other party. The Company may terminate the Canam Agreement where termination notice is delivered by either Canam or the Company within

twelve (12) months following a “change of control”, as defined below (the “Change of Control”), whereupon the Company will pay Canam as severance, an amount equal to two times the aggregate compensation received by Canam from the Company within the 12 months prior to the date upon which the Change of Control occurs, payable in a lump sum or in instalments, as directed by Canam.

“Change of Control” is defined in the Canam Agreement as:

- (a) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act* (British Columbia), of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 30% or more of the outstanding common shares of the Company and such shareholding exceeds the collective shareholding of the current directors of the Company, excluding any directors acting in concert with the acquiring party; or
- (b) the removal, by extraordinary resolution of the shareholders of the Company, of more than 51% of the then incumbent board of the Company, or the election of a majority of board members to the Company’s board who were not nominees of the Company’s incumbent board at the time immediately preceding such election; or
- (c) consummation of a sale of all or substantially all of the assets of the Company; or
- (d) the consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (a) to (c) above.

The Canam Agreement also contains standard confidentiality provisions.

Dennis Cojuco, CFO and Corporate Secretary

The Company entered into a Contract Consulting Agreement dated April 18, 2011 (“0909074 Agreement”) with 0909074 B.C. Ltd. (“0909074”), a private company controlled by Mr. Cojuco, to provide CFO and Corporate Secretary related services. Pursuant to the 0909074 Agreement, Mr. Cojuco may terminate the agreement by giving the Company one (1) month’s written notice. Pursuant to the 0909074 Agreement, the Company may terminate the agreement without cause by giving written notice to Mr. Cojuco at any time, and Mr. Cojuco may resign on one (1) month’s written notice for “Good Cause” as defined below, whereupon the Company will pay Mr. Cojuco, on the fifth day following the termination date, reimbursable expenses and the full amount of fees falling due through to the termination date. In addition, the Company will pay Mr. Cojuco, an additional lump sum amount equivalent to six (6) months’ fees, calculated on the fee at the highest rate invoiced in effect during the 6-month period immediately preceding the termination date, exclusive of any bonuses, and other amounts, and if Mr. Cojuco is eligible for other cash incentives under incentive plans, an additional amount equal to the average annual cash incentive received by Mr. Cojuco during the preceding three years, provided that all such amounts shall only be payable by the Company to Mr. Cojuco to the extent the Company has, as of the fifth day following the termination date, sufficient working capital (calculated as cash and short-term investments less any current liabilities) to pay such amounts; and further provided that the directors of the Company will not be responsible to pay any such amounts in the event of the bankruptcy or insolvency of the Company.

Pursuant to the 0909074 Agreement, the Company or Mr. Cojuco may terminate the 0909074 Agreement where termination notice is delivered at least one (1) month’s notice and not more than two (2) months’ notice by either Mr. Cojuco or the Company within six (6) months following a “Change of Control” as defined below, whereupon the Company will pay Mr. Cojuco reimbursable expenses and the

full amount of fees falling due through to the termination date. In addition, the Company will pay Mr. Cojuco, an additional lump sum amount equivalent to six (6) months' fees, calculated on the fee at the highest rate invoiced in effect during the 6-month period immediately preceding the termination date, exclusive of any bonuses, and other amounts, and if Mr. Cojuco is eligible for other cash incentives under incentive plans, an additional amount equal to the average annual cash incentive received by Mr. Cojuco during the preceding three years, provided that all such amounts shall only be payable by the Company to Mr. Cojuco to the extent the Company has, as of the fifth day following the termination date, sufficient working capital (calculated as cash and short-term investments less any current liabilities) to pay such amounts; and further provided that the directors of the Company will not be responsible to pay any such amounts in the event of the bankruptcy or insolvency of the Company.

"Change of Control" is defined in the 0909074 Agreement as:

- (a) the acquisition, directly or indirectly, by any person or group of persons acting in concert, as such terms are defined in the *Securities Act* (British Columbia), of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting in concert, totals for the first time 50% of the outstanding common shares of the Company; or
- (b) the removal, by extraordinary resolution of the shareholders of the Company, of more than 51% of the then incumbent directors of the Company, or the election of a majority of directors to the Company's board who were not nominees of the Company's incumbent board at the time immediately preceding such election;
- (c) consummation of a sale of all or substantially all of the assets of the Company, or the consummation of a reorganization, merger or other transaction which has substantially the same effect, except where such sale or transaction is for the purpose of financing the construction of a mine.

"Good Cause" is defined in the 0909074 Agreement as:

- (d) the assignment by the Company of any substantial additional new and material work inconsistent with the consulting job;
- (e) a reduction by the Company in the consultant's fees, which reduction is not by mutual consent.

The 0909074 Agreement also contains standard confidentiality provisions.

Feisal Somji, Director

The Company entered into a Contract Consulting Agreement dated January 25, 2012 ("Somji Agreement") with Somji Consulting Ltd. ("Somji"), a private company controlled by Mr. Somji, to provide management consultant services. Pursuant to the Somji Agreement, Mr. Somji may terminate the agreement by giving the Company one (1) month's written notice. Pursuant to the Somji Agreement, the Company may terminate the agreement without cause by giving written notice to Mr. Somji at any time, and Mr. Somji may resign on one (1) month's written notice for "Good Cause" as defined above under 0909074 Agreement, whereupon the Company will pay Mr. Somji, on the fifth day following the termination date, reimbursable expenses and the full amount of fees falling due through to the termination date. In addition, the Company will pay Mr. Somji, an additional lump sum amount equivalent to six (6) months' fees, calculated on the fee at the highest rate invoiced in effect during the 6-month period immediately preceding the termination date, exclusive of any bonuses, and other amounts, and if Mr. Somji is eligible for other cash incentives under incentive plans, an additional amount equal to the average annual cash incentive received by Mr. Somji during the preceding three

years, provided that all such amounts shall only be payable by the Company to Mr. Somji to the extent the Company has, as of the fifth day following the termination date, sufficient working capital (calculated as cash and short-term investments less any current liabilities) to pay such amounts; and further provided that the directors of the Company will not be responsible to pay any such amounts in the event of the bankruptcy or insolvency of the Company. If there is not sufficient working capital, the additional lump sum amount shall be accrued by the Company and paid as soon as working capital is sufficient.

Pursuant to the Somji Agreement, the Company or Mr. Somji may terminate the Somji Agreement where termination notice is delivered at least one (1) month's notice and not more than two (2) months' notice by either Mr. Somji or the Company within six (6) months following a "Change of Control" as defined above under 0909074 Agreement, whereupon the Company will pay Mr. Somji reimbursable expenses and the full amount of fees falling due through to the termination date. In addition, the Company will pay Mr. Somji, an additional lump sum amount equivalent to six (6) months' fees, calculated on the fee at the highest rate invoiced in effect during the 6-month period immediately preceding the termination date, exclusive of any bonuses, and other amounts, and if Mr. Somji is eligible for other cash incentives under incentive plans, an additional amount equal to the average annual cash incentive received by Mr. Somji during the preceding three years, provided that all such amounts shall only be payable by the Company to Mr. Somji to the extent the Company has, as of the fifth day following the termination date, sufficient working capital (calculated as cash and short-term investments less any current liabilities) to pay such amounts; and further provided that the directors of the Company will not be responsible to pay any such amounts in the event of the bankruptcy or insolvency of the Company.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation Philosophy and Objectives

The primary goal of the Company's executive compensation process is to attract and retain the key executives necessary for the Company's long term success, to encourage executives to further the development of the Company and its operations and to motivate top quality and experienced executives.

The Company has, as of yet, no significant revenues from operations and may operate from time to time, with limited financial resources and under cost controls to ensure the funds are available to complete planned exploration and development programs. As a result, the Board of Directors has to consider not only the financial situation of the Company in the mid- and long-term. An important element of executive compensation is that of stock options, which do not require cash disbursement by the Company (see "Option-Based Awards" below).

Compensation Process

The Company does not have a compensation committee and the Board is responsible for determining all forms of compensation, including incentive stock options, granted to the officers and directors of the Company, and for reviewing recommendations respecting compensation, to ensure such arrangements reflect the responsibilities and risks associated with each position.

When determining the compensation of its officers, the Board considers: (i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Company's shareholders; and (iv) rewarding performance, both on an individual basis and with respect to operations in general.

With respect to forms of compensation, the Company paid compensation to its executive officers consulting fees in cash and incentive stock options. The Company does not have any form of non-equity incentive plan and does not have any form of pension plan. The Board has the discretion to pay bonuses to the executive officers; however, there is no formal bonus plan or other formal arrangements pursuant to which bonuses may be earned.

The Company's process for determining executive compensation is done on a case by case basis and involves discussion by the Board of the factors the Board deems relevant to each case. Given the early stage of the Company's development, there are no formally defined objectives, benchmarks criteria and analysis that are used in all cases.

The Board has not concluded a formal evaluation of the implications of the risks associated with the Company's compensation policies. Risk management is a consideration of the Board when implementing its compensation policies and the Board does not believe that the Company's compensation policies result in unnecessary or inappropriate risk taking including risks that are likely to have a material adverse effect on the Company.

The Company has not placed a restriction on the purchase by its NEOs or other employees of financial instruments (including pre-paid variable forward contracts, equity swaps, collars or units of exchange funds) that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly by the NEO or employee. To the Company's knowledge, none of the NEOs have purchased such financial instruments.

Elements of Compensation

The elements of compensation awarded to, earned by, paid to, or payable to Named Executive Officers (as hereinafter defined) include: consulting fees, annual incentives (such as bonuses), option-based awards, perquisites and benefits and termination and change of control benefits.

- ***Consulting Fees***

The Company pays consulting fees pursuant to each of the Company's Named Executive Officer's consulting agreements.

- ***Annual Incentives***

The Company awards annual incentives in the form of bonuses. Bonuses, if awarded, recognize extraordinary contributions to achieving the Company's objectives. Bonus payments are not determined by a precise formula but are based on Company performance and the achievement and contributions of individual employees and officers. Bonus payments are recommended and approved by the Board to that such remuneration is appropriate, equitable and commensurate with the Company's performance and achievement of goals and objectives.

The Company did not pay any bonuses to its executive officers for the financial years ended December 31, 2016 and 2015.

- ***Option-Based Awards***

The Board believes that option based awards align the interests of the Company's employees, directors and its senior officers with those of its shareholders, to provide a long-term incentive that rewards these individuals for their contribution to the creation of shareholder value, and to reduce the cash compensation the Company would otherwise have to pay. The Company's Incentive Stock Option Plan (the "Plan") is administered by the Board.

The Plan is designed to give each option holder an interest in preserving and maximizing shareholder value in the longer term, to enable the Company to attract and retain individuals with experience and ability, and to reward individuals for current performance and expected future performance. Stock option awards are considered when reviewing executive officer compensation packages as a whole.

In establishing the number of incentive stock options to be granted to the Name Executive Officers, the Board considers previous awards of options and the overall number of options that are outstanding relative to the number of outstanding common shares in determining whether to grant any new options and the size and term of any such grants, as well as the level of effort, time, responsibility, ability, experience, and level of commitment of the Named Executive Officer in determining the level of incentive stock option compensation.

- ***Perquisites and Benefits***

Except as otherwise disclosed herein, the Named Executive Officers of the Company do not receive benefits or perquisites that are not generally available to all employees of the Company.

- ***Termination and Change of Control Benefits***

The Company pays termination and change of control benefits pursuant to each of the Company's Named Executive Officer's consulting agreements. See "Termination and Change of Control Benefits" above.

Pension

The Company does not have any form of pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement. The Company does not have any form of deferred compensation plan.