

**NEVADA SUNRISE GOLD CORPORATION**  
**408 – 1199 West Pender Street, Vancouver, BC V6E 2R1**  
**Telephone No.: (604) 428-8028 Fax No.: (604) 684-9365**

**INFORMATION CIRCULAR**  
as at March 26, 2019 *(except as otherwise indicated)*

**This Information Circular is furnished in connection with the solicitation of proxies by the management of Nevada Sunrise Gold Corporation (the “Company”) for use at the annual general meeting (the “Meeting”) of its shareholders to be held on May 3, 2019 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.**

In this Information Circular, references to “the Company”, “we” and “our” refer to Nevada Sunrise Gold Corporation, “Common Shares” means common shares without par value in the capital of the Company. “Beneficial Shareholders” means shareholders who do not hold Common Shares in their own name and “intermediaries” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders. Any amounts reported in this Information Circular after September 30, 2018 are unaudited.

**GENERAL PROXY INFORMATION**

**Solicitation of Proxies**

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers, regular employees of the Company and the Company may retain the services of a proxy solicitation agent to assist in the solicitation of proxies. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

**Appointment of Proxyholders**

The individuals named in the accompanying form of proxy (the “Proxy”) are officers and/or directors of the Company. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.**

**Voting by Proxyholder**

The persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors,
- (b) any amendment to or variation of any matter identified therein, and
- (c) any other matter that properly comes before the Meeting.

**In respect of a matter for which a choice is not specified in the Proxy, the management appointee acting as a proxyholder will vote in favour of each matter identified on the Proxy and, if applicable, for the nominees of management for directors and auditors as identified in the Proxy.**

### **Registered Shareholders**

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a proxy may do so by:

- (d) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent, Computershare Trust Company of Canada ("Computershare"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 9th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand delivery at 3<sup>rd</sup> Floor, 510 Burrard Street, Vancouver, British Columbia, Canada V6C 3B9;
- (e) using a touch-tone phone to transmit voting choices to a toll-free number. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll-free number, the holder's account number and the proxy access number; or
- (f) using the internet through Computershare's website at [www.investorvote.com](http://www.investorvote.com) Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access number;

in all cases ensuring that the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used.

### **Beneficial Shareholders**

**The following information is of significant importance to shareholders who do not hold Common Shares in their own name.** Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by registered shareholders (those whose names appear on the records of the Company as the registered holders of Common Shares) or as set out in the following disclosure.

If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in the shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of intermediaries. In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of shareholders. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Beneficial Shareholders - those who object to their name being made known to the issuers of securities which they own (called "OBOS" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for Non-Objecting Beneficial Owners).

The Company is taking advantage of the provisions of National Instrument 54-101 “*Communication with Beneficial Owners of Securities of a Reporting Issuer*” of the Canadian Securities Administrators which permits the Company to deliver proxy-related materials directly to its NOBOs. As a result, NOBOs can expect to receive a scannable Voting Instruction Form (“**VIF**”) from our transfer agent, Computershare. The VIF is to be completed and returned to Computershare as set out in the instructions provided on the VIF. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive.

These securityholder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of securities, were obtained in accordance with applicable securities regulatory requirements from the intermediary holding securities on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding securities on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your VIF as specified in the request for voting instructions that was sent to you.

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company’s Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, insert the name of the desired representative (which may be you) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge’s instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any shareholder’s representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.**

#### **Notice to Shareholders in the United States**

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

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act*

*(British Columbia)*, as amended, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

### **Revocation of Proxies**

In addition to revocation in any other manner permitted by law, a registered shareholder who has given a proxy may revoke it by:

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare Investor Services Inc. or at the address of the registered office of the Company at 1500 Royal Centre, 1055 West Georgia Street, P.O. Box 11117, Vancouver, British Columbia, V6E 4N7, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law, or
- (b) personally attending the Meeting and voting the registered shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

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

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year end of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and as may be set out herein.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

The board of directors (the "**Board**") of the Company has fixed March 26, 2019 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of the Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

The Common Shares of the Company are listed for trading on the TSX Venture Exchange (the "**TSXV**"). As of the Record Date, there were 48,794,133 Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor is there cumulative or similar voting rights attached to the Common Shares.

To the knowledge of the directors and executive officers of the Company, no person or corporation beneficially owned, directly or indirectly, or exercised control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company as at the Record Date.

## VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast at the Meeting is required to pass the ordinary resolutions described herein. In addition, the resolution to approve the amendment to certain outstanding stock options shall be subject to the approval of the disinterested shareholders of the Company.

## ELECTION OF DIRECTORS

The number of directors was last determined at five, and it is proposed that the size of the board of directors be set at five persons for the ensuing year. Shareholders will be asked to approve an ordinary resolution that the number of directors to be elected be set at five.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) (the "Act"), each director elected will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected until a successor is elected.

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

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	Principal Occupation with each Company or Employer	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled <sup>(1)</sup>
<b>Warren Stanyer</b> <sup>(2)</sup> Director British Columbia, Canada	President and Chief Executive Officer of Nevada Sunrise Gold Corporation, Chairman and Chief Executive Officer of ALX Uranium Corp.	Since February 21, 2008	1,153,633 <sup>(3)</sup>
<b>Suraj Ahuja</b> <sup>(2)</sup> Director British Columbia, Canada	President and Principal Geological Consultant of SKAN Consulting Inc.	Since April 18, 2012	Nil <sup>(4)</sup>
<b>Cory H. Kent</b> Director British Columbia, Canada	Lawyer and Partner at McMillan LLP	Since April 18, 2012	19,500 <sup>(5)</sup>
<b>Michael D. Sweatman</b> <sup>(2)</sup> Director, Chairman British Columbia, Canada	President of MDS Management Ltd., a Vancouver-based management consulting Company	Since November 30, 2012	345,500 <sup>(6)</sup>
<b>Charles E. Roy</b> Director Saskatchewan, Canada	Retired geologist, Chairman Technical Committee ALX Uranium Corp., former director of Alpha Exploration Inc. and Alpha Minerals Inc., formerly employed by Cameco Corporation.	Since October 8, 2014	40,000 <sup>(7)</sup>

Notes:

- (1) The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees.
- (2) Member of the Audit Committee.

- (3) Mr. Stanyer holds options to purchase 150,000 Common Shares at a price of \$0.50 per Common Share, exercisable until May 20, 2019, 60,000 Common Shares at a price of \$0.22 per Common Share, exercisable until November 23, 2020, 90,000 Common Shares at a price of \$0.37 per Common Share, exercisable until September 6, 2021, 150,000 Common Shares at a price of \$0.18 per Common Share, exercisable until January 25, 2023, 100,000 Common Shares at a price of \$0.105 per Common Share, exercisable until October 31, 2023, and 125,000 Common Shares at a price of \$0.09 per Common Share, exercisable until March 26, 2024. Mr. Stanyer also holds share purchase warrants for 28,000 Common Shares at a price of \$0.30 per Common Share, exercisable until September 18, 2019, share purchase warrants for 248,916 Common Shares at a price of \$0.30 per Common Share, exercisable until October 20, 2019, and share purchase warrants for 40,000 Common Shares at a price of \$0.25 per Common Share, exercisable until July 5, 2021.
- (4) Mr. Ahuja holds options to purchase 100,000 Common Shares at a price of \$0.50 per Common Share, exercisable until May 20, 2019, 60,000 Common Shares at a price of \$0.22 per Common Share, exercisable until November 23, 2020, 40,000 Common Shares at a price of \$0.37 per Common Share, exercisable until September 6, 2021, 100,000 Common Shares at a price of \$0.18 per Common Share, exercisable until January 25, 2023, 100,000 Common Shares at a price of \$0.105 per Common Share, exercisable until October 31, 2023, and 100,000 Common Shares at a price of \$0.09 per Common Share, exercisable until March 26, 2024.
- (5) Mr. Kent holds options to purchase 100,000 Common Shares at a price of \$0.50 per Common Share, exercisable until May 20, 2019, 60,000 Common Shares at a price of \$0.22 per Common Share, exercisable until November 23, 2020, 40,000 Common Shares at a price of \$0.37 per Common Share, exercisable until September 6, 2021, 100,000 Common Shares at a price of \$0.18 per Common Share, exercisable until January 25, 2023, 100,000 Common Shares at a price of \$0.105 per Common Share, exercisable until October 31, 2023, and 100,000 Common Shares at a price of \$0.09 per Common Share, exercisable until March 26, 2024.
- (6) Mr. Sweatman holds options to purchase 125,000 Common Shares at a price of \$0.50 per Common Share, exercisable until May 20, 2019, 60,000 Common Shares at a price of \$0.22 per Common Share, exercisable until November 23, 2020, 50,000 Common Shares at a price of \$0.37 per Common Share until September 6, 2021, 100,000 Common Shares at a price of \$0.18 per Common Share, exercisable until January 25, 2023, 100,000 Common Shares at a price of \$0.105 per Common Share, exercisable until October 31, 2023, and 100,000 Common Shares at a price of \$0.09 per Common Share, exercisable until March 26, 2024. Mr. Sweatman also holds share purchase warrants for the purchase of 40,000 Common Shares at a price of \$0.30 per Common Share, exercisable until October 20, 2019, and share purchase warrants for the purchase of 35,000 Common Shares at an exercise price of \$0.25 per Common Share, exercisable until July 17, 2021.
- (7) Mr. Roy holds options to purchase 200,000 Common Shares at a price of \$0.50 per Common Share, exercisable until October 8, 2019, 30,000 Common Shares at a price of \$0.22 per Common Share, exercisable until November 23, 2020, 40,000 Common Shares at a price of \$0.37 per Common Share, exercisable until September 6, 2021, 100,000 Common Shares at a price of \$0.18 per Common Share, exercisable until January 25, 2023, 100,000 Common Shares at a price of \$0.105 per Common Share, exercisable until October 31, 2023, and 100,000 Common Shares at a price of \$0.09 per Common Share, exercisable until March 26, 2024.

## **Occupation, Business or Employment of Director Nominees**

### *Warren Stanyer, Director*

Mr. Stanyer is a mineral exploration industry executive with over 22 years of experience in Canadian public company administration, as well as assisting in the planning and execution of exploration programs. Mr. Stanyer gained experience in the integration of modern exploration techniques to search for mineral deposits, especially in certain base metals, gold and uranium camps of northern Canada. He previously served as an officer with Pioneer Metals Corporation, a public gold and base metals exploration company, which was acquired by Barrick Gold Corporation in 2006, and until 2007 with UEX Corporation, a public uranium exploration company. From June 2008 to November 2009, Mr. Stanyer acted as President, CEO and a director of Northern Continental Resources Inc. until its acquisition by Hathor Exploration Ltd. In December 2010 he was appointed Chairman and COO, and from September 2011 until December 2012 served as director, President and CEO of Guyana Frontier Mining Corp. From October 2010, until December 2013, he acted as a director of Alpha Minerals Inc. until its acquisition by Fission Uranium Corp. Mr. Stanyer currently serves as director, President and CEO of the Company, and as director, Chairman and CEO of ALX Uranium Corp.

*Suraj Ahuja, Director*

Mr. Suraj P. Ahuja, M.Sc. P.Geo., is the President and Principal Geological Consultant of SKAN Consulting Inc. based in West Vancouver, BC, Canada. Since 2001 he continues to provide consulting services to several major and junior exploration companies in Canada and overseas. Mr. Ahuja has over 45 years of mineral exploration and management experience in Canada, USA and South America. He has designed, developed and managed several successful mineral exploration programs from grassroots to detailed property evaluations, including mine geology and feasibility studies. Prior to forming his own company Mr. Ahuja also worked for SMDC, a predecessor company to Cameco Corporation and PNC, a Japanese uranium exploration company. Since 2004 Mr. Ahuja has been a director of UEX Corporation, a mineral exploration company that is listed on the Toronto Stock Exchange.

*Cory H. Kent, Director*

Mr. Cory H. Kent has been a practicing lawyer since 1996, a lawyer at McMillan LLP since February 2003 and a partner there since 2006, practicing in the area of securities and corporate law with a focus on companies in the mineral resource industry. Mr. Kent has a LLB from the University of British Columbia and Bachelor of Arts from Carleton University. Mr. Kent is also a director of Starcore International Mines Ltd. a mining company that is listed on the Toronto Stock Exchange.

*Michael D. Sweatman, Director*

Mr. Sweatman is a Chartered Professional Accountant and operates MDS Management Ltd., a Vancouver-based management consulting company, since November 1992. In addition, Mr. Sweatman serves on a number of reporting companies as director or officer and several other companies which are reporting companies listed on the TSX Venture Exchange. He has served as a director and officer of a number of companies over the past 30 years. Mr. Sweatman obtained his CA designation in 1982 and is a member of the CPABC and CPA Yukon. He obtained his Bachelor of Arts degree in Economics and Commerce in 1982 from Simon Fraser University.

*Charles E. Roy, Director*

Charles Roy earned a B.Sc. in geology from Acadia University, Nova Scotia in 1972. Early in his career, Mr. Roy was employed by the mining engineering and geological consulting firm of David S. Robertson and Associates and worked in Canada, the United States and in Africa. In 1979, Mr. Roy joined a predecessor company of Cameco Corporation (“Cameco”) as a Project Geologist, thus beginning a career with Cameco that would span 33 years. In 1988, Mr. Roy transferred to Cameco Gold and was involved in establishing an exploration office in Reno, Nevada and managing that office from 1991 – 1994. Mr. Roy returned to uranium exploration in 1994 and over the next 18 years managed both greenfield and brownfield exploration programs in the Athabasca Basin area of northern Canada. During this period Mr. Roy oversaw exploration teams that discovered and delineated seven significant uranium deposits, including Millennium. Later at Cameco, Mr. Roy worked closely with Corporate Development and Legal departments to negotiate new exploration opportunities and helped to consolidate and streamline its worldwide exploration portfolio. Mr. Roy currently serves as Chairman Technical Committee of ALX Uranium Corp.

**Cease Trade Orders and Bankruptcies**

Mr. Sweatman was a director of Glenthorne Enterprises Inc. (“**Glenthorne**”) when trading of the securities of Glenthorne was halted on April 15, 2009 by the TSX Venture Exchange pending clarification of the company’s financial affairs. The securities resumed trading on May 28, 2009.

Mr. Kent was a director and corporate secretary of Starcore International Mines Ltd. when it agreed to a settlement of proceedings brought by the United States Securities and Exchange Commission (the “SEC”)

in connection with that company's registration under the Securities Exchange Act of 1934 (the "Exchange Act"). That company had previously registered under the Exchange Act in 2004 but had inadvertently failed to file any periodic reports since its initial filing. The SEC revoked that company's registration pursuant to Section 12(j) of the Exchange Act. Pursuant to the Section 12(j) order, United States broker dealers are not permitted to conduct trades in that company's shares unless the company subsequently registers under the Exchange Act. On August 12, 2016 Starcore filed a new registration statement on Form 20-F for the purposes of registering its common shares under section 12(g) of the Exchange Act. The registration statement became effective on October 11, 2016.

Except as provided above, no proposed director of the Company is, as of the date of this Information Circular, or has been, within the 10 years prior to the date hereof, a director or chief executive officer or chief financial officer of any company (including the Company) that: (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No proposed director of the Company is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director of the Company has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

#### **APPOINTMENT OF AUDITOR**

Davidson & Company LLP, Chartered Accountants, Suite 1200, 609 Granville Street, Vancouver, British Columbia, will be nominated at the Meeting for re-appointment as auditor of the Company at remuneration to be fixed by the directors.

#### **AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR**

National Instrument 52-110 "*Audit Committees*" of the Canadian Securities Administrators ("**NI 52-110**") requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth in the following:

##### **The Audit Committee's Charter**

The audit committee has a charter. A copy of the audit committee charter is attached hereto as Schedule "A".

##### **Composition of the Audit Committee**

The current members of the audit committee are Michael D. Sweatman, Suraj Ahuja, and Warren Stanyer. Suraj Ahuja is considered an independent member of the audit committee. Warren Stanyer is not considered to be independent, as he is the President and Chief Executive Officer of the Company. Michael D. Sweatman is not considered to be independent, as he was the President and Chief Executive Officer of

Eureka Resources, Inc., a company for which Warren Stanyer has, within the previous three years, served on the compensation committee.

All members of the audit committee are considered to be financially literate.

### **Relevant Education and Experience**

For relevant education and experience of the members of the audit committee, please see above heading “*Occupation, Business or Employment of Director Nominees*”.

All members of the audit committee have:

- (a) gained through their experience as directors and officers of publicly listed companies, an understanding of the accounting principles used by the issuer to prepare its financial statements, and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- (b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity in accounting issues comparable to issues that the Company can reasonably expect to arise in the issuer’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**

The audit committee has not made any recommendations to the Board to nominate or compensate any auditor other than Davidson & Company LLP.

### **Reliance on Certain Exemptions**

The Company’s auditor, Davidson & Company LLP, has not provided any material non-audit services.

### **Pre-Approval Policies and Procedures**

The audit committee has not adopted specific policies and procedures for the engagement of non-audit services.

### **External Auditor Service Fees**

Since the commencement of the Company’s most recently completed financial year, the Company has not relied on the exemptions contained in sections 2.4 or 8 of NI 52-1110. NI 52-110 provides that the Audit Committee must pre-approve all non-audit services to be provided by the Company’s auditor. Section 2.4 provides an exemption from this requirement where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the fiscal year in which the non-audit services were provided. Section 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

No specific policies or procedures have been adopted with respect to the provision of non-audit services by the Company’s external auditor although, under the Company’s Audit Committee Charter, such services are required to be approved by the Audit Committee.

Fees incurred with Davidson & Company LLP for audit services in the last two fiscal years are outlined in the following table:

<b>Nature of Services</b>	<b>Fees Paid to Auditor in Year Ended September 30, 2017</b>	<b>Fees Paid to Auditor in Year Ended September 30, 2018</b>
Audit Fees <sup>(1)</sup>	\$50,490	\$38,250
Audit-Related Fees <sup>(2)</sup>	\$Nil	\$Nil
Tax Fees <sup>(3)</sup>	\$7,350	\$6,000
All Other Fees <sup>(4)</sup>	\$Nil	\$Nil
<b>Total</b>	<b>\$57,840</b>	<b>\$44,250</b>

Notes:

- (1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning, tax advice, and the Company's Canadian and US corporate tax returns. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "All Other Fees" include all other non-audit services.

## **CORPORATE GOVERNANCE**

### **General**

Corporate governance refers to the policies and structure of the board of directors of a company whose members are elected by and are accountable to the shareholders of such company. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

### **Board of Directors**

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Company's Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

The Board facilitates its independent supervision over management through communication with its Chief Executive Officer. The Board is responsible for establishing performance criteria and compensation for the Chief Executive Officer. In addition, the Board is responsible for the stock option plan including any modifications to the plan and any option grants. The audit committee meets at least annually with the external auditors and Chief Financial Officer to review and approve the financial statements.

The current independent members of the Board are Suraj Ahuja and Charles E. Roy. Cory H. Kent is not independent as he is a partner at the firm of lawyers that acts as the Company's legal counsel. Warren Stanyer is not independent as he is President and Chief Executive Officer of the Company. Michael D. Sweatman is not considered to be independent, as he was the President and Chief Executive Officer of Eureka, a company for which Warren Stanyer has, within the previous three years, served on the compensation committee.

## Directorships

The directors are currently serving on boards of the following other reporting companies (or equivalent) as set out below:

Name of Director	Name of Reporting Issuer	Exchange Listed
Warren Stanyer	ALX Uranium Corp.	TSXV
Suraj Ahuja	UEX Corporation	TSX
Cory H. Kent	Starcore International Mines Ltd.	TSX
Michael D. Sweatman	Marifil Mines Limited	TSXV
	Muhco Cobre Resources Ltd.	Reporting but not yet listed
	Polarity Minerals Corp.	Reporting but not yet listed
	Quri-Mayu Developments Ltd.	Reporting but not yet listed

## Orientation and Continuing Education

When new directors are appointed, they receive an orientation, commensurate with their previous experience, on the Company's properties, business, technology and industry and on the responsibilities of directors.

Board meetings may also include presentations by the Company's management and employees to give the directors additional insight into the Company's business. The Company has not taken any additional measures to provide continuing education for directors.

## Ethical Business Conduct

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

## Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole.

## Compensation

The Company has a compensation committee currently consisting of Cory Kent, Charles E. Roy, and Suraj Ahuja. The compensation committee determines compensation for the directors and the Chief Executive Officer.

## Other Board Committees

The Board has no other committees other than the audit committee and the compensation committee.

## Assessments

The Board is relatively small and direct communication between directors and officers is encouraged. The Board has not taken any additional measures to assess the effectiveness of the Board.

## STATEMENT OF EXECUTIVE COMPENSATION

### Named Executive Officer

In this section, “Named Executive Officer” (“NEO”) means each of the following individuals:

- (a) a Chief Executive Officer (“CEO”);
- (b) a Chief Financial Officer (“CFO”);
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity, at September 30, 2018.

Warren Stanyer, President and CEO, and Brent Petterson, CFO, are each an NEO of the Company for the purposes of the following disclosure.

The following disclosure sets out the compensation that the Board intended to pay, make payable, award, grant, give or otherwise provide to each NEO and director for the financial year ended September 30, 2018.

### Compensation and Discussion Analysis

The compensation committee does not have a formal process for reviewing compensation of the directors and senior officers, and reviews of compensation are conducted on a periodic basis.

The compensation committee deals with executive compensation matters. The compensation committee regularly considers the implications of the risks associated with the Company’s compensation program and how it might mitigate those risks. The Company does not currently believe there are any risks arising from compensation policies and practices that are reasonably likely to have an adverse effect on the Company.

The Company did not retain any compensation consultants during the financial year ended September 30, 2018.

The Company’s compensation programs are designed to recognize and reward executive performance consistent with the success of the Company’s business. These policies and programs are intended to attract and retain capable and experienced people. The philosophy of the Board and the compensation committee is to ensure that the Company’s compensation goals and objectives, as applied to the actual compensation paid to the Company’s CEO and other executive officers, are aligned with the Company’s overall business objectives and with shareholder interests.

The compensation committee considers a variety of factors when determining both compensation policies and programs and individual compensation levels. These factors include the long-range interests of the Company and its shareholders, overall financial and operating performance of the Company and the compensation committee’s assessment of each executive’s individual performance and contribution toward meeting corporate objectives.

## **Report on Executive Compensation**

The compensation committee assumes responsibility for reviewing and monitoring the long-range compensation strategy for the senior management of the Company. The compensation committee determines the type and amount of compensation for the President and CEO. The compensation committee also reviews the compensation of the Company's senior executives.

### **Philosophy and Objectives**

The compensation program for the senior management of the Company is designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining qualified executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company employs a combination of salary and equity participation through its share option plan.

### **Elements of the Compensation Program for the Fiscal Year 2018**

The significant elements of compensation awarded during the financial year ended September 30, 2018 to the NEOs was paid in cash. The Company does not presently have a long-term incentive plan for its NEOs. There is no policy or target regarding allocation between cash and non-cash elements of the Company's compensation program. The compensation committee reviews periodically the total compensation package of each of the Company's executive officers on an individual basis, and makes recommendations for the individual components of its compensation.

### **Cash Salary**

As a general rule, the Company seeks to offer its NEOs a compensation package that is in line with that offered by other companies in our industry, and as an immediate means of rewarding the NEO for efforts expended on behalf of the Company.

### **Equity Participation**

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's share option plan. Options to purchase Common Shares are granted to senior executives taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. Options that vest on terms established by the Board are generally granted to senior executives of the Company.

### **Option-Based Awards**

The Company has in place a share option plan dated for reference January 9, 2008, as amended August 22, 2011 and October 8, 2014 (the "**Plan**"). The Plan has been established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Plan is administered by the Board. The Plan provides that options will be issued pursuant to option agreements to directors, officers, employees or consultants of the Company or a subsidiary of the Company. All options expire on a date not later than 10 years after the issuance of such option. Previous grants of option-based awards are taken into account when considering new grants of

options. Subject to the requirements of the policies of the TSXV and the prior receipt of any necessary regulatory approval, the Board may, in its absolute discretion, amend or modify the Plan or any outstanding option granted under the Plan, as to the provisions set out in the Plan. There are currently options outstanding to purchase an aggregate of 4,785,000 Common Shares.

The Plan is also intended to emphasize management's commitment to the growth of the Company and the enhancements of shareholders' equity through, for example, improvements in its resource base and share price increments.

The Company relies on discussions of the Board without any formal objectives in granting options, other than management's consideration of the NEO's duties and responsibilities, the NEO's execution of such duties, and the impact of stock options on the total compensation package as envisioned by the Board for each of the NEOs. In view of the current situation wherein the Company is not in a position to pay cash salaries commensurate with the NEO's positions in comparison with industry standards, the Board generally relies on stock options to design an equitable compensation package.

Given the evolving nature of the Company's business, the Board continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

At least annually, the Board reviews the grant of stock options to management and employees. The Board approves base salaries and stock options at the same time to facilitate consideration of target direct compensation to executive officers. Additional options may be granted as options are replenished within the Plan. Options are granted at other times of the year to individuals commencing employment with the Company. The exercise price for the options is set in accordance with the policies of the TSXV.

#### **Perquisites and Other Personal Benefits**

The Company's NEOs are not generally entitled to significant perquisites or other personal benefits not offered other employees to the Company.

#### **SUMMARY COMPENSATION TABLE**

The compensation paid to the NEO's during the Company's three most recently completed financial years ended September 30, 2018, 2017, and 2016 is as set out below and is expressed in Canadian dollars.

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$) <sup>(1)</sup>	Non-equity incentive plan compensation		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans (\$)	Long-term incentive plans (\$)			
Warren Stanyer President & CEO	2018	63,500 <sup>(3)</sup>	Nil	24,000	Nil	Nil	Nil	Nil	87,500
	2017	125,000 <sup>(3)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	125,000
	2016	120,000 <sup>(3)</sup>	Nil	42,600	Nil	Nil	Nil	Nil	162,600
Brent Petterson CFO	2018	45,000 <sup>(2)(4)</sup>	Nil	16,000	Nil	Nil	Nil	Nil	61,000
	2017	50,500 <sup>(2)(4)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	50,500
	2016	43,200 <sup>(2)(4)</sup>	Nil	27,000	Nil	Nil	Nil	Nil	70,200

Notes:

- (1) The values are based on the calculated fair values of the options on the dates of grant of November 23, 2015, September 6, 2016 and January 25, 2018 which were determined using the Black-Scholes option valuation model. The Company has no pension plans for its directors, officers or employees.
- (2) These funds were paid to MBP Management Ltd., a company controlled by Mr. Petterson.
- (3) During the financial year ended September 30, 2018, Mr. Stanyer received a cash bonus of \$5,000. During the financial year ended September 30, 2017, Mr. Stanyer received a cash bonus of \$20,000. During the financial year ended September 30, 2016, Mr. Stanyer received a cash bonus of \$24,000.
- (4) During the financial year ended September 30, 2018, Mr. Petterson received a cash bonus of \$3,000. During the financial year ended September 30, 2017, Mr. Petterson received a cash bonus of \$10,000. During the financial year ended September 30, 2016, Mr. Petterson received a cash bonus of \$7,200.

## INCENTIVE PLAN AWARDS

### Outstanding Share-based Awards and Option-based Awards

No share-based awards were granted to the NEOs of the Company. The following table sets out all option-based awards outstanding as at September 30, 2018, for each NEO:

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date (M/D/Y)	Value of unexercised in-the-money options (\$) <sup>(6)</sup>
Warren Stanyer <sup>(7,8)</sup>	137,500 <sup>(1)</sup>	0.19	January 30, 2019	Nil
	150,000 <sup>(2)</sup>	0.50	May 20, 2019	Nil
	60,000 <sup>(3)</sup>	0.22	November 23, 2020	Nil
	90,000 <sup>(4)</sup>	0.37	September 6, 2021	Nil
	150,000 <sup>(5)</sup>	0.18	January 25, 2023	Nil
Brent Petterson <sup>(9,10)</sup>	75,000 <sup>(3)</sup>	0.50	May 20, 2019	Nil
	50,000 <sup>(4)</sup>	0.37	September 6, 2021	Nil
	100,000 <sup>(5)</sup>	0.18	January 25, 2023	Nil

Notes:

- (1) These options to purchase Common Shares were granted on January 30, 2014.
- (2) These options to purchase Common Shares were granted on May 20, 2014.
- (3) These options to purchase Common Shares were granted on November 23, 2015.
- (4) These options to purchase Common Shares were granted on September 6, 2016.
- (5) These options to purchase Common Shares were granted on January 25, 2018.
- (6) These options have an exercise prices greater than the closing price of \$0.06 for the Common Shares of the Company on the TSXV on September 30, 2018.
- (7) Subsequent to year end, on October 31, 2018, Mr. Stanyer was granted 100,000 options to purchase Common Shares, exercisable at \$0.18 per Common Share, until October 31, 2023.
- (8) Subsequent to year end, on March 26, 2019, Mr. Stanyer was granted 125,000 options to purchase Common Shares, exercisable at \$0.09 per Common Share, until March 26, 2024.
- (9) Subsequent to year end, on October 31, 2018, Mr. Petterson was granted 75,000 options to purchase Common Shares, exercisable at \$0.18 per Common Share, until October 31, 2023.
- (10) Subsequent to year end, on March 26, 2019, Mr. Petterson was granted 75,000 options to purchase Common Shares, exercisable at \$0.09 per Common Share, until March 26, 2024.

### Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets out all incentive plans (value vested or earned) during the year ended September 30, 2018, for each NEO:

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Warren Stanyer	Nil	Nil	Nil
Brent Petterson	Nil	Nil	Nil

### TERMINATION AND CHANGE OF CONTROL BENEFITS

#### *Warren Stanyer*

Warren Stanyer and Nevada Sunrise entered into an employment agreement dated April 1, 2014, as amended November 23, 2015, and January 1, 2018, whereby Mr. Stanyer will perform the position of President and CEO for the Company (the “**Stanyer Agreement**”).

Pursuant to the terms of the Stanyer Agreement, the Company will pay Mr. Stanyer a salary of \$96,000 per year, less statutory deductions. On February 7, 2017, the Board approved an increase to Mr. Stanyer’s salary to \$108,000 per year, effective January 1, 2017. On January 1, 2018, Mr. Stanyer began working reduced time, and his salary was reduced to \$42,000 per year. Mr. Stanyer is eligible to receive cash bonuses from time-to-time, with the amount and the timing of the award of such bonuses to be determined by the Compensation Committee of the Company. During the financial year ended September 30, 2018, Mr. Stanyer received a cash bonus of \$5,000. During the financial year ended September 30, 2017, Mr. Stanyer received a cash bonus of \$20,000. During the financial year ended September 30, 2016, Mr. Stanyer received a cash bonus of \$24,000. The Stanyer Agreement will be reviewed on an annual basis and salary will be adjusted at the sole discretion of the Company; however, salary will not be reduced without Mr. Stanyer’s written consent.

The Stanyer Agreement may be terminated as follows:

- By the Company for Cause, as defined in the Stanyer Agreement;

- By the Company, at any time, without Cause and without further obligation, by providing Mr. Stanyer with three (3) months' notice of such termination; and
- By Mr. Stanyer at any time by providing the Company with three (3) months' notice in writing to that effect.

Upon termination of the Stanyer Agreement, pursuant to the above, the Company will pay Mr. Stanyer all salary earned up to and including Mr. Stanyer's last day of employment and all benefit coverage (if any) and perquisites will cease effective thirty (30) days after the termination date.

Pursuant to the Stanyer Agreement, the following is true in the event of a Change of Control:

- In the event that the Stanyer Agreement is terminated either by Mr. Stanyer or the Company for any reason other than for Cause within three (3) months before or twelve (12) months after a Change of Control (as defined below), the Company will provide Mr. Stanyer with a severance payment equal to twenty-four (24) months of Mr. Stanyer's then current salary (equal to \$84,000 as at January 1, 2018), (the "Change of Control Severance"), less withholding taxes, as a liquidated sum.
- When payable, pursuant to the above, the Change of Control Severance will be paid to Mr. Stanyer within fourteen (14) calendar days of Mr. Stanyer's termination of employment or upon receipt of written notice from Mr. Stanyer of his intent to terminate the Stanyer Agreement.
- Mr. Stanyer agrees that the Change of Control Severance will constitute and satisfy his entire legal entitlement to notice of termination, pay in lieu of notice, or severance pay, whether under common law and/or any statute, in connection with the termination of the Stanyer Agreement including, but not limited to, any claim for salary, lost stock options and health and/or welfare benefits.
- In the event of a Change of Control, all stock options granted to Mr. Stanyer by the Company shall immediately vest and become exercisable, and shall remain available for exercise until the earlier of one year after the date of such termination and the date such options would have expired had such termination not occurred.
- For the purposes of the Stanyer Agreement, a "Change of Control" means:
  - The direct or indirect sale, lease, exchange or other transfer of all or substantially all of the assets of the Company to any person or entity or group of persons or entities acting in concert as a partnership or other group, but not including the entering into of an option or joint venture agreement or the transfer of an interest in mineral properties of the Company pursuant to the operation of such option or joint venture agreement;
  - The amalgamation, merger or arrangement of the Company with or into another entity where the shareholders of the Company immediately prior to the transaction will hold less than 50% of the voting securities of the resulting entity upon completion of the transaction;
  - Acquiring or becoming the beneficial owner of, directly or indirectly, of more than 50% of the voting securities of the Company whether through the acquisition of previously issued and outstanding voting securities of the Company or of voting securities of the Company that have not been previously issued or any combination thereof or any other transaction with similar effect; and
  - A change in the composition of the board of directors of the Company as a result of a proposal by a shareholder group not supported by management of the Company resulting in the current members of the board of directors of the Company representing less than

51% of the members of the board of directors. For the avoidance of doubt, this does not apply to a change in the composition of the board of directors supported by management.

*Brent Petterson*

Brent Petterson and Nevada Sunrise entered into a consulting agreement dated September 1, 2013 whereby Mr. Petterson will perform the position of CFO for the Company through his consulting company, MBP Management Ltd. (the “**Petterson Agreement**”).

Pursuant to the terms of the Petterson Agreement, the Company will pay to MBP Management Ltd. a fee of \$3,000 per month, plus GST and out of pocket expenses, payable at the end of each month of the term, by invoice. From September 1, 2013 until December 31, 2013, MBP Management Ltd. was paid a fee of \$2,500 per month, plus GST, and the fee was increased to \$3,000 per month plus GST effective January 1, 2014. On February 7, 2017, the Board approved an increase to Mr. Petterson’s fee to \$3,500 per month, effective January 1, 2017. During the financial year ended September 30, 2018, Mr. Petterson received a cash bonus of \$3,000. During the financial year ended September 30, 2017, Mr. Petterson received a cash bonus of \$10,000. During the financial year ended September 30, 2016, Mr. Petterson received a cash bonus of \$7,200. The term of the Petterson Agreement is six months, after which on a month to month basis until terminated by both parties.

The Petterson Agreement may be terminated as follows:

- By the Company for Cause, as defined in the Petterson Agreement;
- By Mr. Petterson at any time on forty-five (45) days’ written notice to the Company; and
- By the Company at any time on forty-five (45) days’ written notice to Mr. Petterson.

There is no additional compensatory plan or arrangement with respect to the Petterson Agreement resulting from a Change of Control.

**DIRECTOR COMPENSATION**

**Director Compensation Table**

The compensation provided to the directors, excluding a director who is already set out in disclosure for an NEO for the Company’s most recently completed financial year of September 30, 2018 is as set out below:

<b>Name</b>	<b>Fees earned (\$)</b>	<b>Share-based Awards (\$)</b>	<b>Option-based awards (\$)</b>	<b>Non-equity incentive plan compensation (\$)</b>	<b>Pension value (\$)</b>	<b>All other compensation (\$)</b>	<b>Total (\$)</b>
Michael D. Sweatman	18,000	Nil	Nil	Nil	Nil	Nil	18,000
Suraj Ahuja	15,000	Nil	Nil	Nil	Nil	Nil	15,000
Cory H. Kent	Nil <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	Nil
Charles E. Roy	15,000	Nil	Nil	Nil	Nil	Nil	15,000

Notes:

(1) Legal fees of \$29,891 were paid to McMillan LLP, a law firm in which Mr. Kent is a Partner.

## Outstanding Share-based Awards and Option-based Awards

No share-based awards were granted to the directors of the Company. The following table sets out all option-based awards outstanding as at September 30, 2018, for each director, excluding a director who is already set out in disclosure for a NEO for the Company:

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date (M/D/Y)	Value of unexercised in-the-money options (\$) <sup>(7)</sup>
Suraj Ahuja <sup>(9,13)</sup>	130,000 <sup>(1)</sup>	0.19	January 30, 2019	Nil
	100,000 <sup>(2)</sup>	0.50	May 20, 2019	Nil
	60,000 <sup>(3)</sup>	0.22	November 23, 2020	Nil
	40,000 <sup>(4)</sup>	0.37	September 6, 2021	Nil
	100,000 <sup>(6)</sup>	0.18	January 25, 2023	Nil
Cory H. Kent <sup>(10,14)</sup>	80,000 <sup>(1)</sup>	0.19	January 30, 2019	Nil
	100,000 <sup>(2)</sup>	0.50	May 20, 2019	Nil
	60,000 <sup>(3)</sup>	0.22	November 23, 2020	Nil
	40,000 <sup>(4)</sup>	0.37	September 6, 2021	Nil
	100,000 <sup>(6)</sup>	0.18	January 25, 2023	Nil
Michael D. Sweatman <sup>(8,12)</sup>	130,000 <sup>(1)</sup>	0.19	January 30, 2019	Nil
	125,000 <sup>(2)</sup>	0.50	May 20, 2019	Nil
	60,000 <sup>(3)</sup>	0.22	November 23, 2020	Nil
	50,000 <sup>(4)</sup>	0.37	September 6, 2021	Nil
	100,000 <sup>(6)</sup>	0.18	January 25, 2023	Nil
Charles E. Roy <sup>(11,15)</sup>	200,000 <sup>(5)</sup>	0.50	October 8, 2019	Nil
	30,000 <sup>(3)</sup>	0.22	November 23, 2020	Nil
	40,000 <sup>(4)</sup>	0.37	September 6, 2021	Nil
	100,000 <sup>(6)</sup>	0.18	January 25, 2023	Nil

Notes:

- (1) These options to purchase Common Shares were granted on January 30, 2014.
- (2) These options to purchase Common Shares were granted on May 20, 2014.
- (3) These options to purchase Common Shares were granted on November 23, 2015.
- (4) These options to purchase Common Shares were granted on September 6, 2016.
- (5) These options to purchase Common Shares were granted on October 8, 2014.
- (6) These options to purchase Common Shares were granted on January 25, 2018.
- (7) These options have an exercise price greater than the closing price of \$0.06 for the Common Shares of the Company on the TSXV on September 30, 2018.
- (8) Subsequent to year end, on October 31, 2018, Mr. Sweatman was granted 100,000 options to purchase Common Shares, exercisable at \$0.105 per Common Share, until October 31, 2023.
- (9) Subsequent to year end, on October 31, 2018, Mr. Ahuja was granted 100,000 options to purchase Common Shares, exercisable at \$0.105 per Common Share, until October 31, 2023.
- (10) Subsequent to year end, on October 31, 2018, Mr. Kent was granted 100,000 options to purchase Common Shares, exercisable at \$0.105 per Common Share, until October 31, 2023.
- (11) Subsequent to year end, on October 31, 2018, Mr. Roy was granted 100,000 options to purchase Common Shares, exercisable at \$0.105 per Common Share, until October 31, 2023.

- (12) Subsequent to year end, on March 26, 2019, Mr. Sweatman was granted 100,000 options to purchase Common Shares, exercisable at \$0.09 per Common Share, until March 26, 2024.
- (13) Subsequent to year end, on March 26, 2019, Mr. Ahuja was granted 100,000 options to purchase Common Shares, exercisable at \$0.09 per Common Share, until March 26, 2024.
- (14) Subsequent to year end, on March 26, 2019, Mr. Kent was granted 100,000 options to purchase Common Shares, exercisable at \$0.09 per Common Share, until March 26, 2024.
- (15) Subsequent to year end, on March 26, 2019, Mr. Roy was granted 125,000 options to purchase Common Shares, exercisable at \$0.09 per Common Share, until March 26, 2024.

### **Incentive Plan Awards – Value Vested or Earned During the Year**

The following table sets out all incentive plans (value vested or earned) during the year ended September 30, 2018, for each director:

<b>Name</b>	<b>Option-based awards – Value vested during the year (\$)</b>	<b>Share-based awards – Value vested during the year (\$)</b>	<b>Non-equity incentive plan compensation – Value earned during the year (\$)</b>
Suraj Ahuja	Nil	Nil	Nil
Cory H. Kent	Nil	Nil	Nil
Michael D. Sweatman	Nil	Nil	Nil
Charles E. Roy	Nil	Nil	Nil

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The only equity compensation plan the Company has in place is the Plan which was last approved by shareholders of the Company on April 9, 2018. The Plan has been established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Plan is administered by the Board of the Company. The Plan provides that options will be issued to directors, officers, employees or consultants of the Company or a subsidiary of the Company. The Plan provides that the number of Common Shares issuable under the Plan, together with all of the Company’s other proposed share compensation arrangements, if any, may not exceed 10% of the total number of issued and outstanding Common Shares. All options expire on a date not later than 10 years after the date of grant of such option. See heading below “*Continuation of Share Option Plan*” for additional disclosure regarding the Plan.

### **Equity Compensation Plan**

The following table sets out equity compensation plan information as at the end of the financial year ended September 30, 2018:

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options <sup>(1)</sup></b>	<b>Weighted-average exercise price of outstanding options</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) <sup>(2)</sup></b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
Equity compensation plans approved by security holders (the Plan)	3,812,500	\$0.30	980,979
Equity compensation plans not approved by security holders	Nil	Nil	Nil
<b>Total</b>	<b>3,812,500</b>	<b>\$0.30</b>	<b>980,979</b>

Notes:

- (1) Since the year end of September 30, 2018, 1,690,000 options to purchase Common Shares have been granted, no options to purchase Common Shares have been exercised, and 717,500 options to purchase Common Shares have expired. As at the date hereof there are options outstanding to purchase 4,785,000 Common Shares.
- (2) As at the date hereof there are options available for grant to purchase 94,412 Common Shares.

#### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company as of the end of the most recently completed financial year or as at the date hereof.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Except as disclosed herein, there are no transactions in which a material interest, direct or indirect, of any informed person of the Company, any proposed director of the Company, or any associate or affiliate of any informed person or proposed director, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries other than as set out herein or in a document disclosed to the public.

For the year ended September 30, 2018 legal fees of \$29,891 were paid to McMillan LLP, a law firm in which Cory H. Kent, a director of the Company, is a Partner.

#### **MANAGEMENT CONTRACTS**

There are no management functions of the Company, which are to any substantial degree performed by a person or company other than the directors or executive officers of the Company.

## PARTICULARS OF MATTERS TO BE ACTED UPON

### **A. Continuation of the Share Option Plan**

#### *(a) Introduction*

The TSXV requires that each company listed on the exchange have a stock option plan if the company intends to grant options to purchase shares in the company. The Company's 10% rolling share option plan (the "**Plan**"), dated January 9, 2008, as amended August 22, 2011 and October 8, 2014, was implemented in order to comply with TSXV policies, and to provide incentive to directors, officers, employees, management and others who provide services to the Company or any subsidiary to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The Plan is attached hereto as Schedule "B".

Under the Plan, a maximum of 10% of the issued and outstanding Common Shares of the Company at the time an option is granted, less Common Shares reserved for issuance outstanding in the Plan, will be reserved for options to be granted at the discretion of Board to eligible optionees. As at the date of the mailing of this Information Circular, there are options outstanding to purchase an aggregate of 3,862,500 Common Shares.

#### *(b) Shareholder Confirmation*

The Company is required to obtain annual approval from the TSXV and approval from the shareholders of the Company by ordinary resolution for the continuation of the Plan at each annual general meeting.

At the Meeting, shareholders will be asked to vote on the following ordinary resolution, with or without variation:

**"RESOLVED THAT** the continuation of the Company's share option plan dated for reference January 9, 2008, as amended August 22, 2011 and October 8, 2014, be ratified and approved until the next annual general meeting of the Company."

#### *(c) Recommendation of the Board*

The Board has concluded that the continuation of the Plan is in the best interests of the Company and its shareholders. Accordingly, the Board unanimously recommends that the shareholders approve the continuation of the Plan by voting FOR the above resolution at the Meeting.

**Proxies received in favour of management will be voted in favour of the continuation of the Plan, unless the shareholder has specified in the Proxy that his or her Common Shares are to be voted against such resolution.**

## ADDITIONAL INFORMATION

Financial information is provided in the financial statements for the year ended September 30, 2018, report of the auditor and related management discussion and analysis filed on SEDAR at [www.sedar.com](http://www.sedar.com) and in the subsequent interim financial statements and related management discussion and analyses filed on SEDAR at [www.sedar.com](http://www.sedar.com). The financial statements will be mailed to any shareholder who completes the request card included with the Notice of Meeting and this Information Circular. The September 30, 2018, financial statements will be placed before the Meeting.

Additional information relating to the Company is filed on SEDAR at [www.sedar.com](http://www.sedar.com) and upon request from the Company by contacting Christina Boddy, Corporate Secretary, telephone number: (604) 318-0390 or fax number: (604) 684-9365. Copies of documents will be provided free of charge to security holders

of the Company. The Company may require the payment of a reasonable charge from any person or company who is not a security holder of the Company, who requests a copy of any such document.

#### **OTHER MATTERS**

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Information Circular.

The contents of this Information Circular and its distribution to shareholders have been approved by the Board.

**DATED** at Vancouver, British Columbia, March 26, 2019.

**BY ORDER OF THE BOARD**

*“Warren Stanyer”*

**Warren Stanyer**  
**President and Chief Executive Officer**

Schedule "A"

**NEVADA SUNRISE GOLD CORP.  
(the "Company")**

**AUDIT COMMITTEE CHARTER**

**Dated for Reference January 9, 2008, as amended February 20, 2015**

**1. Mandate**

The audit committee will assist the board of directors (the "Board") in fulfilling its financial oversight responsibilities. The audit committee will review and consider in consultation with the auditors the financial reporting process, the system of internal control and the audit process. In performing its duties, the committee will maintain effective working relationships with the Board, management, and the external auditors. To effectively perform his or her role, each committee member must obtain an understanding of the principal responsibilities of committee membership as well and the company's business, operations and risks.

**2. Composition**

The Board will appoint from among their membership an audit committee after each annual general meeting of the shareholders of the Company. The audit committee will consist of a minimum of three directors.

*2.1 Independence*

A majority of the members of the audit committee must be Independent, as defined in National Instrument 52-110 – *Audit Committees*.

*2.2 Expertise of Committee Members*

Each member of the audit committee must be financially literate or must become financially literate within a reasonable period of time after his or her appointment to the committee. At least one member of the committee must have accounting or related financial management expertise. The Board shall interpret the qualifications of financial literacy and financial management expertise in its business judgment and shall conclude whether a director meets these qualifications.

The Terms and definitions regarding the Audit Committees shall be in accordance with definitions in National Instrument 52-110.

**3. Meetings**

The audit committee shall meet in accordance with a schedule established each year by the Board, and at other times that the audit committee may determine. The audit committee shall meet at least annually with the Company's Chief Financial Officer and external auditors in separate executive sessions.

**4. Roles and Responsibilities**

The audit committee shall fulfill the following roles and discharge the following responsibilities:

*4.1 External Audit*

The audit committee shall be directly responsible for overseeing the work of the external auditors in preparing or issuing the auditor's report, including the resolution of disagreements between management and the external auditors regarding financial reporting and audit scope or procedures. In carrying out this duty, the audit committee shall:

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

- (b) review (by discussion and enquiry) the external auditors' proposed audit scope and approach;
- (c) review the performance of the external auditors annually and perform a comprehensive review every 5 years and recommend to the Board the appointment or discharge of the external auditors;
- (d) review and recommend to the Board the compensation to be paid to the external auditors; and
- (e) review and confirm the independence of the external auditors by reviewing the non-audit services provided and the external auditors' assertion of their independence in accordance with professional standards.

#### 4.2 *Internal Control*

The audit committee shall consider whether adequate controls are in place over annual and interim financial reporting as well as controls over assets, transactions and the creation of obligations, commitments and liabilities of the Company. In carrying out this duty, the audit committee shall:

- (a) evaluate the adequacy and effectiveness of management's system of internal controls over the accounting and financial reporting system within the Company; and
- (b) ensure that the external auditors discuss with the audit committee any event or matter which suggests the possibility of fraud, illegal acts or deficiencies in internal controls.

#### 4.3 *Financial Reporting*

The audit committee shall review the financial statements and financial information prior to its release to the public. In carrying out this duty, the audit committee shall:

##### *General*

- (a) review significant accounting and financial reporting issues, especially complex, unusual and related party transactions; and
- (b) review and ensure that the accounting principles selected by management in preparing financial statements are appropriate.

##### *Annual Financial Statements*

- (a) review the draft annual financial statements and provide a recommendation to the Board with respect to the approval of the financial statements;
- (b) meet with management and the external auditors to review the financial statements and the results of the audit, including any difficulties encountered; and
- (c) review management's discussion & analysis respecting the annual reporting period prior to its release to the public.
- (d) review of Forms 52-109FV1 *Certification of Annual Filings – Venture Issuer Basic Certificate* prior to signature by the CEO and CFO.

##### *Interim Financial Statements*

- (a) review and approve the interim financial statements prior to their release to the public; and
- (b) review management's discussion & analysis respecting the interim reporting period prior to its release to the public.
- (c) review of Forms 52-109FV2, *Certification of Interim Filings – Venture Issuer Basic Certificate* prior to signature by the CEO and CFO.

### *Release of Financial Information*

- (a) where reasonably possible, review and approve all public disclosure, including news releases, containing financial information, prior to its release to the public.

#### 4.4 *Non-Audit Services*

All non-audit services (being services other than services rendered for the audit and review of the financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements) which are proposed to be provided by the external auditors to the Company or any subsidiary of the Company shall be subject to the prior approval of the audit committee.

#### *Delegation of Authority*

- (a) The audit committee may delegate to one or more independent members of the audit committee the authority to approve non-audit services, provided any non-audit services approved in this manner must be presented to the audit committee at its next scheduled meeting.

#### *De-Minimis Non-Audit Services*

- (a) The audit committee may satisfy the requirement for the pre-approval of non-audit services if:
  - (i) the aggregate amount of all non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total amount of fees paid by the Company and its subsidiaries to the external auditor during the fiscal year in which the services are provided; or
  - (ii) the services are brought to the attention of the audit committee and approved, prior to the completion of the audit, by the audit committee or by one or more of its members to whom authority to grant such approvals has been delegated.

#### *Pre-Approval Policies and Procedures*

- (a) The audit committee may also satisfy the requirement for the pre-approval of non-audit services by adopting specific policies and procedures for the engagement of non-audit services, if:
  - (i) the pre-approval policies and procedures are detailed as to the particular service;
  - (ii) the audit committee is informed of each non-audit service; and
  - (iii) the procedures do not include delegation of the audit committee's responsibilities to management.

#### *Procedures for Approval of Non-Audit Services*

1. (a) The Company's external auditors shall be prohibited from performing for the Company the following categories of non-audit services:
  - (i) bookkeeping or other services related to the Company's accounting records or financial statements;
  - (ii) financial information systems design and implementation;
  - (iii) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
  - (iv) actuarial services;

- (v) internal audit outsourcing services;
  - (vi) management functions;
  - (vii) human resources;
  - (viii) broker or dealer, investment adviser or investment banking services;
  - (ix) legal services;
  - (x) expert services unrelated to the audit; and
  - (xi) any other service that the Canadian Public Accountability Board determines is impermissible.
2. (b) In the event that the Company wishes to retain the services of the Company's external auditors for tax compliance, tax advice or tax planning, the Chief Financial Officer of the Company shall consult with the Chair of the Committee, who shall have the authority to approve or disapprove on behalf of the Committee, such non-audit services. All other non-audit services shall be approved or disapproved by the Committee as a whole.
- (c) The Chief Financial Officer of the Company shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee no less frequently than on a quarterly basis.

#### 4.5 *Other Responsibilities*

The audit committee shall:

- (a) establish procedures for the receipt, retention and treatment of complaints received by the company regarding accounting, internal accounting controls, or auditing matters;
- (b) establish procedures for the confidential, anonymous submission by employees of the company of concerns regarding questionable accounting or auditing matters;
- (c) ensure that significant findings and recommendations made by management and external auditor are received and discussed on a timely basis;
- (d) review the policies and procedures in effect for considering officers' expenses and perquisites;
- (e) perform other oversight functions as requested by the Board; and
- (f) review and update this Charter and receive approval of changes to this Charter from the Board.

#### 4.6 *Reporting Responsibilities*

The audit committee shall regularly update the Board about committee activities and make appropriate recommendations.

### **5. Resources and Authority of the Audit Committee**

The audit committee shall have the resources and the authority appropriate to discharge its responsibilities, including the authority to

- (a) engage independent counsel and other advisors as it determines necessary to carry out its duties;
- (b) set and pay the compensation for any advisors employed by the audit committee; and
- (c) communicate directly with the internal and external auditors.

## 6. Guidance – Roles & Responsibilities

The following guidance is intended to provide the Audit Committee members with additional guidance on fulfillment of their roles and responsibilities on the committee:

### 6.1 *Internal Control*

- (a) evaluate whether management is setting the goal of high standards by communicating the importance of internal control and ensuring that all individuals possess an understanding of their roles and responsibilities;
- (b) focus on the extent to which external auditors review computer systems and applications, the security of such systems and applications, and the contingency plan for processing financial information in the event of an IT systems breakdown; and
- (c) gain an understanding of whether internal control recommendations made by external auditors have been implemented by management.

### 6.2 *Financial Reporting*

#### *General*

- (a) review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements; and
- (b) ask management and the external auditors about significant risks and exposures and the plans to minimize such risks;
- (c) understand industry best practices and the Company's adoption of them; and
- (d) review all related-party transactions.

#### *Annual Financial Statements*

- (a) review the annual financial statements and determine whether they are complete and consistent with the information known to committee members, and assess whether the financial statements reflect appropriate accounting principles in light of the jurisdictions in which the Company reports or trades its shares;
- (b) pay attention to complex and/or unusual transactions such as restructuring charges and derivative disclosures;
- (c) focus on judgmental areas such as those involving valuation of assets and liabilities, including, for example, the accounting for and disclosure of loan losses; warranty, professional liability; litigation reserves; and other commitments and contingencies;
- (d) consider management's handling of proposed audit adjustments identified by the external auditors; and
- (e) ensure that the external auditors communicate all required matters to the committee.

#### *Interim Financial Statements*

- (a) be briefed on how management develops and summarizes interim financial information, the extent to which the external auditors review interim financial information;

- (b) meet with management and the auditors, either telephonically or in person, to review the interim financial statements; and
- (c) to gain insight into the fairness of the interim statements and disclosures, obtain explanations from management on whether:
  - (i) actual financial results for the quarter or interim period varied significantly from budgeted or projected results;
  - (ii) changes in financial ratios and relationships of various balance sheet and operating statement figures in the interim financial statements are consistent with changes in the company's operations and financing practices;
  - (iii) generally accepted accounting principles have been consistently applied;
  - (iv) there are any actual or proposed changes in accounting or financial reporting practices;
  - (v) there are any significant or unusual events or transactions;
  - (vi) the Company's financial and operating controls are functioning effectively;
  - (vii) the Company has complied with the terms of loan agreements, security indentures or other financial position or results dependent agreement; and
  - (viii) the interim financial statements contain adequate and appropriate disclosures.

6.3 *Compliance with Laws and Regulations*

- (a) periodically obtain updates from management regarding compliance with this policy and industry "best practices";
- (b) be satisfied that all regulatory compliance matters have been considered in the preparation of the financial statements; and
- (c) review the findings of any examinations by securities regulatory authorities and stock exchanges.

6.4 *Other Responsibilities*

- (a) review, with the company's counsel, any legal matters that could have a significant impact on the company's financial statements.

Schedule "B"

NEVADA SUNRISE GOLD CORP.  
(the "Company")

SHARE OPTION PLAN

Dated for Reference January 9, 2008, as amended August 22, 2011, and October 8, 2014

ARTICLE 1  
PURPOSE AND INTERPRETATION

**Purpose**

1.1 The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with the TSX Venture Policies and any inconsistencies between this Plan and the TSX Venture Policies will be resolved in favour of the latter.

**Definitions**

1.2 In this Plan

- (a) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;
- (b) **Associate** has the meaning set out in the Securities Act;
- (c) **Black-out Period** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company's insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);
- (d) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;
- (e) **Change of Control** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:
  - (i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or,
  - (ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting

shares of the Company or its successor to affect materially the control of the Company or its successor,

where such Person or combination of Persons did not previously hold a sufficient number of voting shares to affect materially control of the Company or its successor. In the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 50% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

(f) **Common Shares** means common shares without par value in the capital of the Company providing such class is listed on the TSX Venture;

(g) **Company** means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;

(h) **Consultant** means an individual or Consultant Company, other than an Employee, Officer or Director that:

(i) provides on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;

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

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

(iv) has a relationship with the Company or an Affiliate of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;

(i) **Consultant Company** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

(j) **Directors** means the directors of the Company as may be elected from time to time;

(k) **Discounted Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(l) **Disinterested Shareholder Approval** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;

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

(n) **Effective Date** for an Option means the date of grant thereof by the Board;

- (o) **Employee** means:
- (i) an individual who is considered an employee under the Income Tax Act (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);
  - (ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
  - (iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;
- (p) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (q) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (r) **Expiry Date** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;
- (s) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;
- (t) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (u) **Management Company Employee** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;
- (v) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (w) **Officer** means a Board appointed officer of the Company;
- (x) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;
- (y) **Option Commitment** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto;
- (z) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;
- (aa) **Optionee** means the recipient of an Option hereunder;

- (bb) **Outstanding Shares** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;
- (cc) **Participant** means a Service Provider that becomes an Optionee;
- (dd) **Person** includes a company, any unincorporated entity, or an individual;
- (ee) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;
- (ff) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §2.2;
- (gg) **Regulatory Approval** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;
- (hh) **Securities Act** means the *Securities Act*, R.S.B.C. 1996, c. 418, or any successor legislation;
- (ii) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;
- (jj) **Share Compensation Arrangement** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider;
- (kk) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;
- (ll) **Take Over Bid** means a take over bid as defined in Multilateral Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company
- (mm) **TSX Venture** means the TSX Venture Exchange and any successor thereto; and
- (nn) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time.

### **Other Words and Phrases**

1.3 Words and phrases used in this Plan but which are not defined in the Plan, but are defined in the TSX Venture Policies (and, if applicable, the NEX Policies), will have the meaning assigned to them in the TSX Venture Policies (and, if applicable, the NEX Policies).

### **Gender**

1.4 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

## **ARTICLE 2 SHARE OPTION PLAN**

### **Establishment of Share Option Plan**

2.1 The Plan is hereby established to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Affiliates.

### **Maximum Plan Shares**

2.2 The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares at the time Plan Shares are reserved for issuance as a result of the grant of an Option, less any Common Shares reserved for issuance under share options granted under Share Compensation Arrangements other than this Plan, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies.

### **Eligibility**

2.3 Options to purchase Common Shares may be granted hereunder to Service Providers from time to time by the Board. Service Providers that are not individuals will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the TSX Venture and the Company is obtained.

### **Options Granted Under the Plan**

2.4 All Options granted under the Plan will be evidenced by an Option Commitment in the form attached as Schedule A, or in such other form as may be or have been approved by the directors from time to time, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.

2.5 Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

### **Limitations on Issue**

2.6 Subject to §2.9, the following restrictions on issuances of Options are applicable under the Plan:

- (a) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares (unless the Company is classified as a Tier 1 Issuer by the TSX Venture and has obtained Disinterested Shareholder Approval to do so);
- (b) the aggregate number of Options granted to Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture; and
- (c) the aggregate number of Options granted to any one Consultant in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture.

### **Options Not Exercised**

2.7 In the event an Option granted under the Plan expires unexercised or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be eligible for re-issuance.

### **Powers of the Board**

2.8 The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to

- (a) allot Common Shares for issuance in connection with the exercise of Options;
- (b) grant Options hereunder;
- (c) subject to any necessary Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the prior written consent of all Optionees, alter or impair any Option previously granted under the Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder;
- (d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and
- (e) amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Service Providers (before a particular Option is granted) subject to the other terms hereof.

### **Amendment of the Plan by the Board of Directors**

2.9 Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Plan or any Option granted as follows:

- (a) it may make amendments which are of a typographical, grammatical or clerical nature only;
- (b) it may change the vesting provisions of an Option granted hereunder, with the exception of Options granted to Service Providers conducting Investor Relations Activities;
- (c) it may change the termination provision of an Option granted hereunder which does not entail an extension beyond the original Expiry Date of such Option, to a maximum of twelve (12) months;
- (d) it may make amendments necessary as a result in changes in securities laws applicable to the Company;

(e) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and

(f) it may make such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

### **Amendments Requiring Disinterested Shareholder Approval**

2.10 The Company shall obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

(a) the Plan, together with all of the Company's other Share Compensation Arrangements, could result at any time in:

(i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares (in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares);

(ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 10% of the Outstanding Shares (in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares); or,

(iii) in the case of a Tier I Issuer only, the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares; or

(b) any reduction in the Exercise Price of an Option previously granted to an Insider.

### **Options Granted Prior to the Share Option Plan**

2.11 Any option granted which is outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Plan and shall, as of the date this Plan comes into effect, be governed by the terms and conditions hereof.

## **ARTICLE 3 TERMS AND CONDITIONS OF OPTIONS**

### **Exercise Price**

3.1 The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price.

### **Term of Option**

3.2 An Option can be exercisable for a maximum of 10 years from the Effective Date.

### **Option Amendment**

3.3 Subject to §2.9(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture, and the date of the last amendment of the Exercise Price.

3.4 An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in §3.2.

3.5 Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

#### **Vesting of Options**

3.6 Subject to §3.7, vesting of Options shall be established at the time of grant and in the discretion of the Board, and will generally be subject to:

- (a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or
- (b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

#### **Vesting of Options Granted to Consultants Conducting Investor Relations Activities**

3.7 Notwithstanding §3.6, Options granted to Consultants conducting Investor Relations Activities will vest:

- (a) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or
- (b) such longer vesting period as the Board may determine.

#### **Effect of Take Over Bid**

3.8 If a Take Over Bid is made to the shareholders generally then the Company shall, immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding Sections 3.6 and 3.7 or any vesting requirements set out in any Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case maybe) for vesting requirements imposed by the TSX Venture Policies.

#### **Extension of Options Expiring During Blackout Period**

3.9 Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date shall be automatically extended without any further act or formality to that day which is the tenth (10<sup>th</sup>) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding Section 2.8, the tenth Business Day period referred to in this Section 4.3 may not be extended by the Board.

### **Optionee Ceasing to be Director, Employee or Service Provider**

3.10 No Option may be exercised after the Service Provider has left his employ/office or has been advised by the Company that his services are no longer required or his service contract has expired, except as follows:

- (a) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;
- (b) in the case of a Tier 1 Issuer, an Option granted to any Service Provider will expire within 90 days after the date the Optionee ceases to be employed by or provide services to the Company, but only to the extent that such Option has vested at the date the Optionee ceased to be so employed by or to provide services to the Company;
- (c) in the case of a Tier 2 Issuer, Options granted to a Service Provider conducting Investor Relations Activities will expire within 30 days of the date the Optionee ceases to conduct such activities, but only to the extent that such Option has vested at the date the Optionee ceased to conduct such activities;
- (d) in the case of a Tier 2 Issuer, any Option granted to an Optionee other than one conducting Investor Relations Activities will expire within 90 days after the Optionee ceases to be employed by or provide services to the Company, but only to the extent that such Option has vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and
- (e) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

### **Non-Assignable**

3.11 Subject to §4.1 all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

### **Adjustment of the Number of Optioned Shares**

3.12 The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

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

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

(d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this §4.3.;

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

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this §4.3, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and

(g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this §4.3, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records. Such determination will be binding upon the Company and all Optionees.

#### **ARTICLE 4 COMMITMENT AND EXERCISE PROCEDURES**

##### **Option Commitment**

4.1 Upon grant of an Option hereunder, an authorized officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof, including any additional requirements contemplated with respect to the payment of required withholding taxes on behalf of Optionees.

### **Manner of Exercise**

- 4.2 An Optionee who wishes to exercise his Option may do so by delivering
- (a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and
  - (b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price by the Optioned Shares being acquired, plus any required withholding tax amount subject to §4.3.

### **Tax Withholding and Procedures**

4.3 Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in §4.2 and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
  - (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;
- and must in all other respects follow any related procedures and conditions imposed by the Company.

### **Delivery of Certificate and Hold Periods**

4.4 As soon as practicable after receipt of the notice of exercise described in §4.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate issued will bear a legend stipulating any resale restrictions required under applicable securities laws. Further, if the Company is a Tier 2 Issuer or the Exercise Price is less than the then current market price of the Common Shares on the TSX Venture, the certificate will also bear a legend stipulating that the Optioned Shares are subject to a four-month TSX Venture hold period commencing the date of the grant of the Option.

## **ARTICLE 5 GENERAL**

### **Employment and Services**

5.1 Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

### **No Representation or Warranty**

5.2 The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act*

(Canada) or any other taxing statute governing the Options or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

**Interpretation**

5.3 The Plan will be governed and construed in accordance with the laws of the Province of British Columbia.

**Continuation of Plan**

5.4 The Plan will become effective from and after January 9, 2008, and will remain effective provided that the Plan or any amended version thereof receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company subsequent to January 9, 2008.

**SCHEDULE A**  
**SHARE OPTION PLAN**  
**OPTION COMMITMENT**

Notice is hereby given that, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”) NEVADA SUNRISE GOLD CORPORATION (the “Company”) has granted to \_\_\_\_\_ (the “Optionee”), an Option to acquire \_\_\_\_\_ Common Shares (“Optioned Shares”) up to 5:00 p.m. Vancouver Time on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Expiry Date”) at an Exercise Price of Cdn\$ \_\_\_\_\_ per share.

At the date of grant of the Option, the Company is classified as a Tier \_\_\_\_\_ Issuer under the TSX Venture Policies.

Optioned Shares will vest and may be exercised as follows:

{COMPLETE ONE}

\_\_\_\_\_ In accordance with the vesting provisions set out in Schedule B of the Plan

or

\_\_\_\_\_ As follows: ◆

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Plan, which are hereby incorporated herein and forms part hereof.

To exercise your Option, deliver a written notice specifying the number of Optioned Shares you wish to acquire, together with a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price. A certificate for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter. If the optionee is a U.S. person the share certificate will bear the following legend:

“SECURITIES REPRESENTED BY THE CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD TO A U.S. PERSON OR PERSON IN THE UNITED STATES UNLESS REGISTERED UNDER THE 1933 ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATIONS UNDER THE 1933 ACT. THE SECURITIES REPRESENTED BY THE CERTIFICATE CANNOT BE THE SUBJECT OF HEDGING TRANSACTIONS UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE 1933 ACT.”

The Company and the Optionee represent that the Optionee under the terms and conditions of the Plan is a bona fide Service Provider (as defined in the Plan), entitled to receive Options under TSX Venture Policies.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Company and the TSX Venture as more particularly set out in the Acknowledgement - Personal Information in use by the TSX Venture on the date of this Share Option Commitment.

**NEVADA SUNRISE GOLD CORP.**

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Authorized Signatory

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**(◆ SIGNATURE OF OPTIONEE)**

## **SCHEDULE B**

### **SHARE OPTION PLAN**

#### **VESTING SCHEDULE**

Subject to paragraphs 2, 3 and 4 below, Options granted pursuant to the Plan to Directors, Officers and all Employees and Consultants employed or retained by the Company will vest at a minimum as follows:

1/3 of the total number of Options granted will vest six months after the date of grant;

a further 1/3 of the total number of Options granted will vest one year after the date of grant; and

the remaining 1/3 of the total number of Options granted will vest eighteen months after the date of grant.

Options granted to Consultants retained by the Company pursuant to a short-term contract or for a specific project with a finite term, will be subject to such vesting provisions determined by the Board of Directors of the Company at the time the Option Commitment is made, subject to Regulatory Approval.

Options granted to Service Providers involved in Investor Relations Activities shall vest in accordance with section 3.7 of the Plan.

Upon a Change of Control, a number of options equal to 50% of the number of options granted shall immediately vest and be exercisable, in addition to any options which have previously vested and become exercisable.

