

BRIGADIER GOLD LIMITED

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

AND

INFORMATION CIRCULAR

To be held on Wednesday, April 17, 2024

Dated: March 19, 2024

BRIGADIER GOLD LIMITED

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON **APRIL 17, 2024**

NOTICE IS HEREBY GIVEN that the **Annual General and Special** meeting (the "**Meeting**") of the shareholders (the "**Shareholders**") of **BRIGADIER GOLD LIMITED** (the "**Company**") will be held at the offices of DS Lawyers Canada LLP, 1055 West Georgia Street, Suite 1750, Vancouver, British Columbia, V6E 3P3 on **Wednesday, April 17, 2024, at 12:00 PM (Pacific Time)** for the following purposes:

1. to receive the audited financial statements of the Company for the financial years ended December 31, 2023, and December 31, 2022, together with the auditor's reports thereon;
2. to fix number of directors at four (4) to be elected;
3. to elect directors of the Company for the ensuing year;
4. to appoint Davidson & Company LLP, Chartered Professional Accountants, as the Company's auditor for the ensuing year, and to authorize the directors to fix the remuneration to be paid to the auditor;
5. to confirm, ratify and approve the appointment of Davidson & Company LLP, Chartered Professional Accountants, as the auditor of the Company for the financial year ended December 31, 2023;
6. to consider and, if deemed appropriate, pass a special resolution authorizing an amendment to the articles of the Company providing that the Company's issued and outstanding common shares be consolidated on the basis of one (1) post-consolidation common share for up to every thirty (30) existing common shares, as more fully described in the accompanying management information circular (the "**Information Circular**");
7. to consider and, if deemed advisable, to pass, with or without variation, a special resolution, the full text of which is set forth in accompanying Information Circular, authorizing the change of name of the Company to "Pace Metals Ltd.", or such other name as the board of directors of the Company, in their sole discretion and subject to applicable regulatory approval, determines to be appropriate;
8. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution approving the amended stock option plan of the Company, as more particularly set forth in the accompanying Information Circular;
9. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution approving the amended restricted share unit plan of the Company, as more particularly set forth in the accompanying Information Circular; and
10. to transact such other business as may properly come before the Meeting or any adjournments thereof.

Information relating to matters to be acted upon by the shareholders at the Meeting is set forth in the accompanying Management Proxy Circular. The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Also accompanying this Notice are (i) Form of Proxy or Voting Instruction Form, and (ii) Financial Statement Request Form. Any adjournment of the Meeting will be held at a time and place to be specified at the Meeting.

IMPORTANT

Only Shareholders of the Company of record as at the close of business on March 13, 2024 (the "**Record Date**") are entitled to receive notice of and vote at the Meeting and only such persons or those who become holders of common shares in the capital of the Company (the "**Common Shares**") after the Record Date and comply with the provisions of the *Business Corporations Act* (British Columbia) are entitled to vote at the Meeting.

Shareholders are requested to complete, date, sign and return the accompanying instrument of proxy, or other appropriate form of proxy, in accordance with the instructions set forth in the accompanying Management Proxy Circular. An instrument of proxy will not be valid unless it is deposited at the offices of Odyssey Trust Company ("**Odyssey**") by facsimile to 800-517-4553 or by mail to #350 – 409 Granville Street, Vancouver, British Columbia V6C 1T2, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time of the Meeting, or any adjournment or postponements thereof at which the proxy is to be used.

Registered shareholders who are unable to attend the Meeting in person and who wish to ensure that their shares will be voted at the Meeting are requested to complete, date and sign the enclosed form of proxy, or another suitable form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Information Circular.

Non-registered shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy or voting instruction form to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account, you are not a registered shareholder.

DATED at Vancouver, British Columbia, this **19th day of March, 2024**.

BY ORDER OF THE BOARD OF DIRECTORS:

Signed: "Robert Birmingham"
ROBERT BIRMINGHAM
President, Chief Executive Officer and Director

MANAGEMENT INFORMATION CIRCULAR

The information contained in this management information circular (the "**Information Circular**"), unless otherwise indicated, is as of March 19, 2024.

This Information Circular is being mailed by the management of BRIGADIER GOLD LIMITED (the "Company" or "Brigadier") to shareholders of record at the close of business on March 13, 2024, which is the date that has been fixed by the directors of the Company as the record date (the "Record Date") to determine the shareholders who are entitled to receive notice of the meeting. The Company is mailing this Information Circular in connection with the solicitation of proxies by and on behalf of BRIGADIER GOLD LIMITED (the "**Company**") for use at its annual general and special meeting (the "**Meeting**") of the shareholders that is to be held on **Wednesday, April 17, 2024, at 12:00 PM (PST)** at the offices of DS Lawyers Canada LLP, at 1055 West Georgia Street, Suite 1750, Vancouver, British Columbia, V6E 3P3. The solicitation of proxies will be primarily by mail. Certain employees or directors of the Company may also solicit proxies by telephone or in person. The cost of solicitation of proxies will be borne by the Company.

The Company is not relying on the "Notice and Access" delivery procedures outlined in National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* to distribute copies of proxy-related materials in connection with the Meeting by posting them on a website.

QUORUM

Under Brigadier Articles, the quorum for the transaction of business at a Meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

GLOSSARY OF DEFINED TERMS

The following is a glossary of certain terms used in this Information Circular including the schedules attached hereto. Terms and abbreviations used in the schedules to this Information Circular may be defined separately and any subsequent definitions and abbreviations shall supersede the following definitions and abbreviations for the purposes of the Summary and schedules they are subsequently defined in.

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as may be amended or replaced from time to time;

"**Board**" or "**Board of Directors**" means the board of directors of the Company;

"**Circular**" or "**Information Circular**" means this management information circular;

"**Common Shares**" means the common shares in the capital of the Company;

"**Company**" or "**Corporation**" means Brigadier Gold Limited;

"**Exchange**" or "**TSXV**" means the TSX Venture Exchange Inc.;

"**Exchange Policies**" means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;

"**Meeting**" means the annual general and special meeting of the shareholders of the Company to be held on April 17, 2024, at 12:00 PM (PST);

"**Notice of Meeting**" means the notice of the Meeting of the Company dated March 19, 2024, which accompanies this Information Circular;

"**Odyssey**" means Odyssey Trust Company, the Company's transfer agent;

"**Record Date**" means March 13, 2024, being the date set for determining which shareholders of the Company are entitled to receive notice of and vote at the Meeting; and

"**Shareholders**" means the holders of Common Shares.

SECTION 1 - VOTING

WHO CAN VOTE?

If you are a registered shareholder of the Company as at March 13, 2024, you are entitled to notice of and to attend at the Meeting and cast a vote for each share registered in your name on all resolutions put before the Meeting. If the shares are registered in the name of a corporation, a duly authorized officer of the corporation may attend on its behalf, but documentation indicating such officer's authority should be presented at the Meeting. If you are a registered shareholder but do not wish to, or cannot, attend the Meeting in person you can appoint someone who will attend the Meeting and act as your proxyholder to vote in accordance with your instructions (see "**Voting By Proxy**" below). If your shares are registered in the name of a "nominee" (usually a bank, trust company, securities dealer, financial institution or other intermediary) you should refer to the section entitled "**Non-Registered Shareholders**" set out below.

It is important that your shares be represented at the Meeting regardless of the number of shares you hold. If you will not be attending the Meeting in person, we invite you to complete, date, sign and return your form of proxy as soon as possible so that your shares will be represented.

VOTING BY PROXY

If you do not come to the Meeting, you can still make your votes count by appointing someone who will be there to act as your proxyholder. You can either tell that person how you want to vote, or you can let him or her decide for you. You can do this by completing a form of proxy.

In order to be valid, you must return the completed form of proxy to the Company's transfer agent, Odyssey Trust Company ("Odyssey") by facsimile to 800-517-4553 or by mail to #350 – 409 Granville Street, Vancouver, British Columbia V6C 1T2, not later than 48 hours, excluding Saturdays, Sundays and holidays, prior to the time fixed for the Meeting or any adjournments thereof.

What Is A Proxy?

A form of proxy is a document that authorizes someone to attend the Meeting and cast your votes for you. We have enclosed a form of proxy with this Information Circular. You should use it to appoint a proxyholder, although you can also use any other legal form of proxy.

Appointing A Proxyholder

You can choose any individual to be your proxyholder. It is not necessary for the person whom you choose to be a shareholder. To make such an appointment, simply fill in the person's name in the blank space provided in the enclosed form of proxy. To vote your shares, your proxyholder must attend the Meeting. If you do not fill a name in the blank space in the enclosed form of proxy, the persons named in the form of proxy are appointed to act as your proxyholder (the "**Management Proxyholders**"). Those persons are directors, officers or other authorized representatives of the Company.

Instructing Your Proxy

You may indicate on your form of proxy how you wish your proxyholder to vote your shares. To do this, simply mark the appropriate boxes on the form of proxy. If you do this, your proxyholder must vote your shares in accordance with the instructions you have given.

If you do not give any instructions as to how to vote on a particular issue to be decided at the Meeting, your proxyholder can vote your shares as he or she thinks fit. If you have appointed the persons designated in the form of proxy as your proxyholder they will, unless you give contrary instructions, vote your shares IN FAVOUR of each of the items of business being considered at the Meeting. For more information about these matters, see "*Section 3 - The Business of the Meeting*".

The enclosed form of proxy gives the persons named on it the authority to use their discretion in voting on

amendments or variations to matters identified in the Notice of Meeting. At the time of printing this Information Circular, management of the Company is not aware of any other matter to be presented for action at the Meeting. If, however, other matters do properly come before the Meeting, the persons named on the enclosed form of proxy will vote on them in accordance with their best judgment, pursuant to the discretionary authority conferred by the form of proxy with respect to such matters.

Changing Your Mind

If you want to revoke your proxy after you have delivered it, you can do so at any time before it is used. You may do this by (a) attending the Meeting and voting in person; (b) signing a proxy bearing a later date; (c) signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to the Company at Suite 300 Bellevue Centre, 235 – 15th Street, West Vancouver, BC V7T 2X1, Canada or (d) in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 12:00 PM (PST) on the last business day before the day of the Meeting, or any adjournment thereof, or delivered to the person presiding at the Meeting before it (or any adjournment) commences. If you revoke your proxy and do not replace it with another that is deposited with us before the deadline, you can still vote your shares but to do so you must attend the Meeting in person. **Only registered shareholders may revoke a proxy. If your shares are not registered in your own name and you wish to change your vote, you must arrange for your nominee to revoke your proxy on your behalf (see below under “Non-Registered Shareholders”).**

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 completing, dating and signing the enclosed form of Proxy and returning it to the Company’s transfer agent, Odyssey Trust Company by facsimile at 800-517-4553 or by mail to 350 – 409 Granville Street, Vancouver, British Columbia V6C 1T2.

In all cases, the Proxy must be 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.

NON-REGISTERED SHAREHOLDERS

Only registered holders of common shares or the persons they appoint as their proxyholders are permitted to vote at the Meeting. In many cases, however, common shares beneficially owned by a holder (a “**Non-Registered Holder**”) are registered either:

- (a) in the name of an Intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; OR
- (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as “**NOBOs**”. Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as “**OBOs**”.

Pursuant to NI 54-101 of the Canadian Securities Administrators, the Company has distributed copies of proxy-related materials in connection with this Meeting (including this Information Circular) indirectly or directly to the NOBOs and to the Intermediaries for onward distribution to Non-Registered Holders. Intermediaries that receive the proxy-related materials are required to forward the proxy-related materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Intermediaries often use service companies to forward the proxy-related materials to Non-Registered Holders.

The Company will not be paying for Intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will not receive copies of the proxy-related materials and related documents unless the OBO’s Intermediary assumes

the costs of delivery.

Generally, Non-Registered Holders who have not waived the right to receive proxy-related materials (including OBOs who have made the necessary arrangements with their Intermediary for the payment of delivery and receipt of such proxy-related materials) will be sent a voting instruction form which must be completed, signed and returned by the Non-Registered Holder in accordance with the Intermediary's directions on the voting instruction form. In some cases, such Non-Registered Holders will instead be given a proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. This form of proxy does not need to be signed by the Non-Registered Holder, but, to be used at the Meeting, needs to be properly completed and deposited with Computershare as described under "**Voting By Proxy**" above.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of the Common Shares that they beneficially own. Should a Non-Registered Holder wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should insert the Non-Registered Holder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions on the form.

Non-Registered Holders should carefully follow the instructions of their Intermediaries and their service companies, including instructions regarding when and where the voting instruction form or Proxy form is to be delivered.

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 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 (the "**Act**"), 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.

SECTION 2 - VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of common shares without par value. As at the close of business on the Record Date being March 13, 2024, 127,764,202 common shares were issued and outstanding. Each shareholder entitled to receive notice of and to vote at the Meeting is entitled to one vote for each common share registered in his or her name at the close of business on March 13, 2024.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders will have one vote, and on a poll every shareholder present in person or represented by a Proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each Common Share registered in that shareholder's name on the list of shareholders as at the Record Date, which is available for inspection during normal business hours at the Company's transfer agent and will be available at the Meeting.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company.

SECTION 3 - THE BUSINESS OF THE MEETING

A simple majority of affirmative votes cast at the Meeting is required to pass the resolutions described herein. If there are more nominees for election as directors or appointment of the Company's auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled, all such nominees will be declared elected or appointed by acclamation.

1. FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial years ended December 31, 2023 and December 31, 2022 will be placed before you at the Meeting. They have been mailed to the shareholders who have requested they receive a copy of same together with the Notice of Meeting and this Information Circular. These audited financial statements are available at www.sedarplus.ca.

No approval or other action needs to be taken at the Meeting in respect of these documents.

Pursuant to National Instrument 51-102 *Continuous Disclosure Obligations* and National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*, both of the Canadian Securities Administrators, a person or corporation who in the future wishes to receive annual and interim financial statements from the Company must deliver a written request for such material to the Company. Shareholders who wish to receive annual and interim financial statements are encouraged to complete the appropriate section on the Financial Statement Request Form attached to this Information Circular and send it to the Company.

2. ELECTION OF DIRECTORS

The Company's Articles provide for advance notice (the "**Advance Notice**") to the Company in circumstances where nominations of persons for election to the Board of Directors are made by Shareholders of the Company other than pursuant to (i) a requisition of a meeting made pursuant to the provisions of the *Business Corporations Act* (British Columbia) or (ii) a shareholder proposal made pursuant to the provisions of the *Business Corporations Act* (British Columbia).

The purpose of the Advance Notice is to ensure that all Shareholders – including those participating in a meeting by proxy rather than in person – receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice fixes a deadline by which holders of Common Shares must submit director nominations to the Company prior to any annual or special meeting of Shareholders and sets forth the minimum information that a Shareholder must include in the notice to the Company for the notice to be in proper written form.

The foregoing is merely a summary of the Advance Notice provisions in the Company's Articles, is not comprehensive and is qualified by the full text of such Articles which are available under the Company's SEDAR+ profile at www.sedarplus.ca.

As of the date of the Management Proxy Circular, the Company has not received notice of a nomination in compliance with the Advance Notice.

Number of Directors

Under the Company's Articles and pursuant to the *Business Corporations Act* (British Columbia), the number of directors may be set by ordinary resolution but shall not be fewer than three. The Company currently has four (4) directors. All four (4) directors are being put forward by management of the Company for election at the Meeting.

The Board recommends that the Shareholders vote IN FAVOUR of the resolution setting the number of directors at four (4). Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the resolution setting the number of directors at four (4).

Nominees for Election

Directors of the Company are elected for a term of one year. The term of office of each of the nominees proposed for election as a director will expire at the Meeting, and each of them, if elected, will serve until the close of the next annual general meeting, unless he or she resigns or otherwise vacates office before that time.

The following table sets out the names of management's nominees for election as directors of the Company; all offices in the Company each nominee now holds; each nominee's principal occupation, business or employment; the period of time during which each nominee has been a director of the Company; and the number of common shares, stock options and common share purchase warrants that are beneficially owned, directly or indirectly, or over which control or direction is exercised, by each nominee as at Record Date.

Each of the nominees has agreed to stand for election and management of the Company is not aware of any intention of any of them not to do so. Management does not contemplate that any of the nominees will be unable to serve as a director but, if that should occur for any reason prior to the Meeting, the persons designated in the enclosed form of proxy reserve the right to vote for other nominees in their discretion.

The following information concerning the proposed nominees has been furnished by each of them:

Name, position and place of residence	Principal occupation for the past five years ⁽¹⁾	Director since	Number of Common Shares Beneficially Owned or Controlled and percentage of total issued and outstanding ⁽²⁾
<p>ROBERT BIRMINGHAM President, CEO and Director <i>British Columbia, Canada</i></p>	<p>President and CEO of the Company since April 1, 2021; Director of BIGG Digital Assets Inc.; CEO and Director of New Wave Holdings (BC) Corp.; Director of Ronin Ventures Corp.; Director of ALDD Ventures Corp.; Director of Impact Analytics Inc.</p>	<p>April 1, 2021</p>	<p>654,000 Common Shares Under 1% ownership</p>
<p>J. GARRY CLARK⁽³⁾ Director <i>Ontario, Canada</i></p>	<p>Principal of Clark Exploration Consulting Inc. January 2000 to present</p>	<p>August 11, 2020</p>	<p>Nil</p>
<p>DILLON SHARAN⁽³⁾ Director <i>British Columbia, Canada</i></p>	<p>Real Estate Acquisitions Analyst June 2017 to present</p>	<p>November 22, 2018</p>	<p>10,000 Common Shares Under 1% ownership</p>
<p>STEVE VANRY Director <i>British Columbia, Canada</i></p>	<p>Mining Executive; Director (since 2022) and former CFO (2009 - 2022) of InZinc Mining; CFO and Director (since 2009) of Oroco Resource Corp.; former CFO of Legend Power Systems Inc. (2016 - 2022); CFO and Director (since 2017) of Bolt Metals Corp; Director (since 2022) of DeepMarkit Corp.; Director (since 2021) of Pender Street Capital Corp.; CFO (since 2024) of Wedgemount Resources Corp.</p>	<p>October 26, 2020</p>	<p>2,890,600⁽⁴⁾ Common Shares 2.3% ownership</p>

Notes:

- ⁽¹⁾ Information as to the residency and principal occupation has been provided by the respective directors.
- ⁽²⁾ Information as to shares beneficially owned, not being within our knowledge has been furnished by the respective person, has been extracted from the list of registered shareholders maintained by the Company's transfer agent, has been obtained from insider reports filed by respective person and available through the Internet at the Canadian System for Electronic Disclosure by Insiders (www.sedi.ca) or has been obtained from early warning report and alternative monthly reports filed by the respective person and available through the Internet at the Canadian System for Electronic Document Analysis and Retrieval Plus (www.sedarplus.ca)
- ⁽³⁾ Member of the Audit Committee. Ranjeet Sundher is the Chair. As Mr. Sundher is not standing for re-election at the Meeting, his replacement will be appointed after the Meeting.
- ⁽⁴⁾ These shares are held in 677185 B.C. Ltd., a private company controlled by Mr. Steve Vanry.

Biographies

Robert Birmingham – President, CEO and Director

Robert Birmingham has over 15 years of public markets experience, with a focus on management, investor relations and capital raising. He is currently CEO and Director of New Wave Holdings Inc. (CSE: SPOR), and Director of BIGG Digital assets (CSE: BIGG). He has been on the board of multiple TSX.V and CSE listed companies. Mr. Birmingham holds a Bachelor of Business Administration from Capilano University.

J. Garry Clark – Director

J. Garry Clark graduated with an HBSc (Geology) from Lakehead University, Thunder Bay, Ontario. Mr. Clark is a Professional Geologist registered with the Association of Professional Geoscientists of Ontario. After graduating from Lakehead University, Mr. Clark held various exploration Geological positions with major and junior explorers. In the late 1980's Mr. Clark began his consulting career. Mr. Clark presently is a Director or advisor of five listed junior companies operating in Canada and internationally which are exploring for gold, base metals and critical metals. Mr. Clark is a member of various audit and compensation committees as well as being a Director of the Ontario Prospectors Association.

Dillon Sharan – Director

Mr. Sharan has been a real estate acquisitions analyst since June 2017. Prior to that, he worked in investment banking and investment financing. In the course of his career and education, Mr. Sharan has gained extensive experience in financial statement analysis. Mr. Sharan holds a BCOM from the University of British Columbia, Sauder School of Business (2017).

Steve Vanry – CFO, COO, Director

Steve Vanry has 25-years professional experience in senior management positions with public and private companies, providing expertise in capital markets, strategic planning, corporate finance, mergers and acquisitions, regulatory compliance, accounting and financial reporting. His breadth of experience spans various industries, including; mining, oil and gas, renewable energy, high-technology and manufacturing. Mr. Vanry regularly consults for other listed companies in the role of director and/or senior executive. Mr. Vanry holds the right to use the Chartered Finance Analyst (CFA) and Canadian Investment Manager (CIM) designations and is a member of the CFA Institute and the Vancouver Society of Financial Analysts.

CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES OR SANCTIONS

Other than as set forth below, no director or proposed director of the Company is, or has been within the past ten years, a director, chief executive officer or chief financial officer of any other corporation that, while such person was acting in that capacity:

- (i) Was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the corporation access to any exemptions under securities legislation, and that was in effect for a period of more than 30 consecutive days; or

- (ii) was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the corporation access to any exemptions under securities legislation, that was issued after that individual ceased to be a director or chief executive officer or chief financial officer and which resulted from an event that occurred while such person was acting in a capacity as a director, chief executive officer or chief financial officer.

In May of 2015, the Company received a cease trade order issued by both the Ontario Securities Commission and the BCSC for failing to file financial statements. In August 2015, the Alberta Securities Commission issued a similar cease trade order. All such cease trade orders were revoked in February of 2017.

On May 2, 2019, at the request of Bolt Metals Corp. (“**Bolt**”), of which Mr. Steve Vanry is a director and CFO, Bolt was granted a temporary Management Cease Trade Order (“**MCTO**”) from the British Columbia Securities Commission (“**BCSC**”) in connection with Bolt’s filing of its audited annual financial statements and management’s discussion and analysis for the financial year ended December 31, 2018 (the “**Bolt Annual Report**”) and its unaudited interim financial statements and management’s discussion and analysis for the financial year ended March 31, 2019 (the “**Bolt Q1 Report**”). On June 27, 2019, Bolt announced that the Bolt Annual Report and the Bolt Q1 Report had been filed, the MCTO was subsequently lifted on July 2, 2019.

Corporate Bankruptcies

No director or proposed director of the Company is, or has been within the past ten years, a director or executive officer of any other corporation that, while such person was acting in that capacity, or within a year of that individual ceasing to act in that capacity, become 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.

Individual Bankruptcies

No director or proposed director of the Company is, or has, within the ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

Penalties or Sanctions

No director or proposed director of the Company has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or have entered into a settlement agreement with a securities regulatory authority. No director or proposed director of the Company has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Conflicts of Interest

The director and officers of the Company may, from time to time, be involved with the business and operations of other mining issuers, in which case a conflict of interest may arise between their duties as officers and director of the Company and as officer and directors of such other companies. Such conflicts must be disclosed in accordance with, and are subject to such procedures and remedies, as applicable, under the *Business Corporations Act* (British Columbia).

The Board recommends that the Shareholders vote IN FAVOUR of the election of the proposed nominees as directors of the Company for the ensuing year. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the nominees named in this Information Circular.

3. APPOINTMENT OF THE AUDITOR

At the Meeting, Davidson & Company LLP, Chartered Professional Accountants, located at Suite 1200 – 609 Granville Street, Vancouver, British Columbia V7Y 1G6, will be recommended by management and the Board of Directors for re-appointment as auditor of the Company for the ensuing year, at a remuneration to be fixed by the directors. See *Section 5 – Audit Committee – External Service Fees*. Davidson & Company LLP, has been the

Company's auditors since January 27, 2020.

The Board recommends that the Shareholders vote IN FAVOUR of the re-appointment of Davidson & Company LLP, Chartered Professional Accountants, as the Company's auditor for the ensuing year and grant the Board of Directors the authority to determine the remuneration to be paid to the auditor. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the re-appointment of Davidson & Company LLP, Chartered Professional Accountants, to act as the Company's auditor until the close of its next annual general meeting and also intend to vote FOR the proposed resolution to authorize the Board of Directors to fix the remuneration to be paid to the auditor.

4. RATIFICATION OF AUDITOR

At the Meeting, Shareholders will be asked to vote for the ratification of the appointment of Davidson & Company LLP, Chartered Professional Accountants as auditor of the Company for the fiscal year ending December 31, 2023.

The Board recommends that the Shareholders vote IN FAVOUR of the ratification of (i) the appointment of Davidson & Company LLP, Chartered Professional Accountants as the Company's auditor for the Company's fiscal year ending December 31, 2023, and (ii) the remuneration that was paid to the auditors for the fiscal year ending December 31, 2023.

5. APPROVAL OF SHARE CONSOLIDATION

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve, a special resolution of the Company authorizing an amendment to the Company's Articles (the "**Consolidation Resolution**") to consolidate the Common Shares on the basis of one (1) post-consolidation Common Share (each a "**Consolidated Share**") for up to every thirty (30) Common Shares ("**Existing Shares**") outstanding (the "**Consolidation Ratio**"). The specific Consolidation Ratio will be determined in the discretion of the Board, subject to approval of the Exchange.

The Consolidation Resolution will authorize the Consolidation and will allow the Board to alter the Consolidation Ratio, provided that the Consolidation Ratio shall not be greater than thirty (30) Existing Common Shares for one (1) Consolidated Common Share. No fractional Consolidated Shares will be issued under the Consolidation. If the Consolidation would otherwise result in a Shareholder holding a fractional Consolidated Share, the number of Consolidated Shares to be issued to such Shareholder shall be rounded up to the next higher whole number if the fraction is 0.5 or greater, and rounded down to the next lower whole number if the fraction is less than 0.5.

Pursuant to Policy 5.8 *Issuer Names, Issuer Name Changes, Share Consolidations and Splits* of the Exchange, the Company must apply to the Exchange for its approval to effect the Consolidation. The Company may also be required to obtain a new CUSIP or ISIN number.

If the Consolidation Resolution is approved, the Board will determine if and when the Consolidation Amendment giving effect to the Consolidation would be filed, and shall determine the Consolidation Ratio. No further action on the part of Shareholders would be required in order for the Board to implement the Consolidation. Notwithstanding approval of the proposed Consolidation by the Shareholders of the Company, the Board, in its sole discretion, may delay implementation of the Consolidation or revoke the Consolidation Resolution and abandon the Consolidation without further approval or action by or prior notice to the Shareholders.

If the Board does not implement the Consolidation prior to the next annual meeting of Shareholders, the authority granted by the special resolution to implement the Consolidation on these terms shall lapse and be of no further force or effect.

Reasons for the Share Consolidation

The Board is seeking authority to implement the Consolidation for the following reasons:

Potential for Increased and More Attractive Share Price – the Company believes that it is desirable for its Common Shares to trade at a higher price per share. An increase in trading price of the Common Shares that may result from

the Consolidation could heighten the interest of the financial community in the Company and potentially broaden the pool of investors that may consider investing or may be able to invest in the Company, potentially increasing the trading volume and liquidity of the Common Shares. The Consolidation could also help to attract institutional investors, investment funds and others who have internal policies that prohibit them from purchasing stocks below a certain minimum price and, in respect of institutional investors, tend to discourage individual brokers from recommending such stocks to their customers.

Improved Trading Liquidity – the increased interest from institutional investors, investment funds and others could ultimately improve the trading liquidity of the Common Shares.

Share Certificates

No delivery of a certificate evidencing a Consolidated Share will be made to a Shareholder until the Shareholder has surrendered the issued certificates representing its Existing Shares to Odyssey. Until surrendered, each certificate formerly representing Existing Shares shall be deemed for all purposes to represent the number of Consolidated Shares to which the holder is entitled as a result of the Consolidation.

Non-Registered Holders, holding their Existing Shares through a bank, broker, intermediary or other nominee should note that such banks, brokers, intermediaries or other nominees may have various procedures for processing the Consolidation. If a Non-Registered Holder holds Existing Shares with such a bank, broker, intermediary or other nominee and has any questions in this regard, the Non-Registered Holder is encouraged to contact its nominee.

Risk Factors Associated with the Share Consolidation

Decline in Market Capitalization

There are numerous factors and contingencies that could affect the prices of Existing Shares and Consolidated Shares, including the Company's reported financial results in future periods, the Company's general business results, and general economic, geopolitical, stock market and industry conditions. Accordingly, the market price of the Consolidated Shares may not be sustainable at the direct arithmetic result of the Consolidation and may be lower. If the market price of the Consolidated Shares is lower than it was before the Consolidation on an arithmetic equivalent basis, the Company's total market capitalization (the aggregate value of all Consolidated Shares at the then market price) after the Consolidation may be lower than before the Consolidation.

Potential for Adverse Effect on the Liquidity of the Consolidated Shares

If the Consolidation is implemented and the market price of the Consolidated Shares declines, the percentage decline may be greater than would occur in the absence of the Consolidation. The market price of the Consolidated Shares will, however, also be based on the Company's performance and other factors, which are unrelated to the number of Common Shares outstanding. Furthermore, the liquidity of the Consolidated Shares could be adversely affected by the reduced number of Consolidated Shares that would be outstanding after the Consolidation.

No Fractional Shares to be Issued

No fractional Consolidated Shares will be issued in connection with the Consolidation and, in the event that a Shareholder would otherwise be entitled to receive a fractional Consolidated Share upon the Consolidation, such fraction will be rounded up or down to the nearest whole number. The Consolidation may result in some Shareholders owning "odd lots" of less than a board lot of one hundred (100) Consolidated Shares on a post-consolidation basis. "Odd lots" may be more difficult to sell or require greater transaction costs per Consolidated Share to sell, than Consolidated Shares held in "board lots" of even multiples of one hundred (100) Consolidated Shares.

Effects of the Share Consolidation

The Consolidation Ratio will be the same for all Common Shares. Except for any variances attributable to the rounding up and down of fractional shares, the change in the number of issued and outstanding Common Shares will not materially affect any Shareholder's percentage ownership in the Company, even though such ownership will be represented by a smaller number of Consolidated Shares. In addition, the Consolidation will not materially affect any Shareholder's proportionate voting rights. Each Consolidated Share outstanding after the Consolidation will have the same rights and privileges as the Existing Shares.

The principal effect of the Consolidation will be that the number of Common Shares issued and outstanding will be reduced from 127,764,202 Existing Shares as of March 13, 2024, to approximately 3,194,105 Consolidated Shares (assuming that the Consolidation Ratio of thirty (30) to one (1) is implemented by the Board). The implementation of the Consolidation would not affect the total Shareholders' equity of the Company, or any components of Shareholders' equity as reflected on the Company's financial statements except to change the number of issued and outstanding Common Shares to reflect the Consolidation.

Procedure for Implementing the Share Consolidation

If the Consolidation Resolution is approved by Shareholders and the Board decides to implement the Consolidation, the Company will file the Consolidation Amendment with the Director under the BCBCA in the form prescribed by the BCBCA to amend the Company's Articles. The Consolidation will become effective as specified in the Consolidated Amendment and the certificate of amendment issued by the BCBCA.

No Dissent Rights

Under the BCBCA, Shareholders do not have dissent and appraisal rights with respect to the proposed Consolidation.

Share Consolidation Resolution

The text of the Consolidation Resolution which will be submitted to the Shareholders at the Meeting is set forth below. Pursuant to the BCBCA, to be effective, the Consolidation must be approved by not less than two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting. **The Board recommends that the Shareholders vote IN FAVOUR of the special resolution approving the Share Consolidation. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Share Consolidation Resolution.**

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Pursuant to section 54(3)(c) of the *Business Corporations Act* (British Columbia) (the "**Act**"), the number of issued and outstanding Common Shares of the Corporation be changed by consolidating the issued and outstanding Common Shares of the Corporation on the basis that up to every thirty (30) Common Shares outstanding before the consolidation shall be consolidated into one (1) Common Share after the consolidation (the "**Consolidation Ratio**"); provided that, if as a result of such consolidation, a holder of Common Shares of the Corporation is entitled to receive a fraction of a Common Share, then in respect of such fraction, the holder shall be entitled to receive that number of Common Shares equal to the nearest whole number of Common Shares to be issued, with a fraction of one-half rounded up.
2. The directors of the Corporation may, in their sole discretion, decide to amend the Consolidation Ratio such that the consolidation is completed on the basis of any number of Common Shares outstanding before the consolidation, up to a maximum of thirty (30), shall be consolidated into one (1) Common Share after the Consolidation.
3. The directors of the Corporation may, in accordance with section 139(a) of the Act, revoke this special resolution before it is acted on without further approval of the shareholders of the Corporation.
4. Any one (1) director or officer of the Corporation be authorized for and on behalf of the Corporation to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.
5. This resolution may be executed in separate counterparts and all executed counterparts when taken together shall constitute one (1) resolution. The Corporation shall be entitled to rely on delivery by facsimile transmission or other electronic transmission of a scanned copy of the executed resolution and such facsimile or scanned copy shall be legally effective to create a valid and binding resolution."

6. APPROVAL OF NAME CHANGE

At the Meeting, the Shareholders of the Company will also be asked to consider and, if deemed advisable, to approve, with or without variation, a special resolution (being a resolution passed by not less than two thirds (2/3)

of the votes cast by those Shareholders who, being entitled to do so, vote in person or by proxy at the Meeting) to change the name of the Company to "Pace Metals Ltd." (the "**Name Change Resolution**") or such other name acceptable to the registrar, the TSXV (or any other stock exchange on which the Common Shares are listed) and as the Board determines is appropriate (the "**Name Change**").

The Board has evaluated the Company's current name and has determined that it would be advisable to propose the Name Change, as the new name being proposed better reflects the Company's current business, operations and focus as a diversified exploration company. Furthermore, some investors may associate the name "Brigadier Gold Limited" with legacy or former assets of the Company, including gold assets, which the Company no longer operates.

As outlined in the Name Change Resolution below, the new name of the Company will ultimately be determined by the Board, and may differ from the name proposed in this Information Circular. Even if approved by the Shareholders, the Board may determine not to proceed with the Name Change at its discretion.

The text of the Name Change Resolution, which the Board intends to place before the Meeting for the approval of the Name Change is as follows:

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The change of the name of the Corporation to "Pace Metals Ltd." or such other name acceptable to the TSX Venture Exchange (or any other stock exchange on which the Common Shares are listed) and as the directors of the Corporation in their sole discretion determine is appropriate is authorized and approved;
2. Any officer or director of the Corporation be and is hereby authorized and directed for and on behalf of the Corporation (whether under its corporate seal or otherwise) to execute, deliver and file all such documents and to take all such other action(s) as may be deemed necessary or desirable for the implementation of this special resolution and any matters contemplated thereby;
3. The directors of the Corporation are hereby authorized and granted with absolute discretion to abandon the change of name of the Corporation at any time without further approval, ratification or confirmation by the shareholders of the Corporation; and
4. Any director or officer of the Corporation is hereby authorized, empowered and instructed, acting for, in the name and on behalf of Corporation, to execute or cause to be executed, under the seal of Corporation or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing."

The requisite regulatory approvals for the Name Change, including the approvals of the Exchange (or any other stock exchange on which the Common Shares are listed), will not be sought by the Company until after the Board decides to implement the Name Change Resolution. There can be no assurance that the applicable approvals will be obtained.

The Board recommends that the Shareholders vote IN FAVOUR of the special resolution approving the Name Change. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Name Change Resolution. In order to be effective, the foregoing special resolution must be approved by not less than two-thirds (2/3) of the votes cast at the Meeting by the Shareholders voting in person or by proxy.

7. APPROVAL OF STOCK OPTION PLAN

On March 19, 2024, the Board adopted a new stock option plan (the "**Stock Option Plan**") in the form attached hereto as Schedule "A", amending the previous stock option plan of the Company to comply with certain amendments made by the Exchange to its policies regarding Security Based Compensation (as defined by the Exchange Policies). The Exchange requires all listed companies with a 10% rolling stock option plan to obtain annual shareholder approval of such plan on an annual basis.

The Stock Option Plan provides that the Board may from time to time, in its discretion, grant to Directors, Officers, Employees, Consultants and Management Company Employees (as such terms are defined in the Exchange Policies)

of the Company (collectively, "**Participants**"), non-transferable options ("**Options**") to purchase Common Shares. The purpose of the Stock Option Plan is to provide an incentive to the Directors, Officers, Employees, Consultants, and other personnel of the Company or any of its subsidiaries to achieve the longer-term objectives of the Company; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Company; and to attract to and retain in the employ of the Company or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Company.

The aggregate number of Common Shares issuable pursuant to Options granted under the Stock Option Plan may not exceed 10% of the issued and outstanding Common Shares (on a non-diluted basis) as at the date of the grant of any Options under the Stock Option Plan. The period during which Options granted under the Stock Option Plan are exercisable may not exceed ten years from the date such Options are granted. The number of Common Shares issuable pursuant to Options granted (and any other Security Based Compensation granted or issued) in any 12-month period to any one person may not exceed five percent (5%) of the issued and outstanding Common Shares, unless disinterested shareholder approval is obtained. In addition, the number of Common Shares issuable pursuant to Options granted (and any other Security Based Compensation granted or issued) in any 12-month period to any one Consultant must not exceed 2% of the issued and outstanding Common Shares, calculated as at the date any Option is granted to the Consultant, and the number of Common Shares issuable pursuant to Options granted (or any other Security Based Compensation granted or issued) in any 12-month period to all Persons employed to provide Investor Relations Activities (as such terms are defined in the Exchange Policies) in the aggregate must not exceed 2% of the issued and outstanding Common Shares, calculated as at the date the Option is granted to any such Person employed to provide Investor Relations Activities.

The maximum aggregate number of Common Shares issuable pursuant to Options granted (and any other Security Based Compensation granted or issued) to Insiders (as defined in the Exchange Policies) of the Company (as a group) must not exceed 10% of the issued and outstanding Common Shares at any point in time, unless disinterested shareholder approval is obtained. Furthermore, the maximum aggregate number of Common Shares issuable pursuant to Options granted (and any other Security Based Compensation granted or issued) in any 12-month period to Insiders of the Company (as a group) must not exceed 10% of the issued and outstanding Common Shares, calculated as at the date the Option is granted to any insider, unless disinterested shareholder approval is obtained.

Pursuant to the Stock Option Plan, the Board determines the price per Common Share and the number of Common Shares which may be allotted to each Participant and all other terms and conditions of the Options, subject to the rules of the Exchange. The price per Common Share set by the Board may not be less than the last closing price of the Common Shares on the Exchange prior to the date on which such Options are granted, less the applicable discount permitted (if any) by the Exchange. Pursuant to the Stock Option Plan, subject to the Exchange Policies, a Participant may be eligible to exercise Options through a Cashless Exercise or Net Exercise (as such terms are defined in the Exchange Policies).

If a holder of Options ceases to be a Participant for any reason other than death, such holder may exercise their Options to the extent that the holder was entitled to exercise the Options at the date of such cessation, provided that such exercise must occur within 90 days after the holder ceases to be a Participant or prior to the expiry date of the Options, whichever is earlier, unless otherwise extended by the Board. In the event of the death of a holder of Options, the Options previously granted to such holder will be exercisable within 12 months following the date of the death of the holder or prior to the expiry date of the Options, whichever is earlier, but only to the extent that the holder was entitled to exercise the Options at the date of such holder's death.

At the Meeting, the Shareholders will be asked to consider and, if thought fit, pass, with or without variation, the following resolution to approve the Stock Option Plan.

"BE IT RESOLVED as an ordinary resolution of the shareholders of Brigadier Gold Limited (the "**Corporation**") that:

1. the stock option plan (the "**Stock Option Plan**") of the Corporation in the form of the Stock Option Plan attached as Schedule "A" to the management information circular of the Corporation dated March 19, 2024, be and is hereby approved with such modifications as may be required by the TSX Venture Exchange (the "**Exchange**");
2. the maximum number of common shares of the Corporation which may be issued under the Stock Option

Plan shall be equal to ten percent (10%) of the then issued and outstanding common shares of the Corporation from time to time;

3. the directors of the Corporation be and are hereby authorized and empowered to make such further amendments to the Stock Option Plan as the directors shall consider necessary or desirable in order to satisfy the requirements or requests of any regulatory authority or stock exchange, including, without limitation, the Exchange, without further notice to, or approval of, the shareholders of the Corporation; and
4. any director or officer of the Corporation be and is hereby authorized and directed to do and perform all such acts and things and to execute and deliver or cause to be delivered, for, in the name of and on behalf of the Corporation (whether under the seal of the Corporation or otherwise) all such agreements, instruments and other documents as in such individual's opinion may be necessary or desirable to perform the terms of this resolution."

The resolution must be approved by a simple majority approval of the votes cast at the Meeting by the Shareholders.

The Board recommends that the Shareholders vote IN FAVOUR of the ordinary resolution to approve the Stock Option Plan. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the resolution to approve the Stock Option Plan.

8. APPROVAL OF RESTRICTED SHARE UNIT PLAN

On March 19, 2024, the Board adopted an amended restricted share unit plan (the "**RSU Plan**") in the form attached hereto as Schedule "B". The RSU Plan allows the Company to grant Participants (as defined in the Exchange Policies) with restricted share units ("**RSUs**"), whereby the holder has the right to receive, for each vested RSU: (i) one Common Share, or (ii) a cash payment equal to the market value of the Common Shares represented by the vested RSUs, as determined accordance with the terms of the RSU Plan. RSUs may not be granted to Investor Related Service Providers (as defined in the Exchange Policies) or any Person employed to provide Investor Relations Activities.

The amended RSU Plan, similar to the Stock Option Plan was adopted by the Board to ensure compliance with the Exchange Policies. The RSU Plan replaces the existing restricted share unit plan, and any RSUs issued under the existing plan shall continue to be governed under the RSU Plan.

The aggregate number of Common Shares available for issuance from treasury under the RSU Plan shall be 12,776,420 Common Shares, being 10% of the issued Common Shares on the date of this Information Circular, provided that the aggregate number of Common Shares available for issuance under the RSU Plan may not exceed 10% of the issued Common Shares, at any given time, subject to certain adjustments as set forth in Section 6.1 of the RSU Plan.

The following is a summary of the material terms of the RSU Plan, which summary is qualified in its entirety by reference to the full text of the RSU Plan attached to this Information Circular as Schedule "B":

- (a) Upon the grant of RSUs, the Company will provide a Restricted Share Unit grant letter to the Participant, and such Participant will be a participant in the RSU Plan and have the rights to receive Common Shares on the terms set out in the RSU Plan;
- (b) The RSU Plan is a "fixed" 10% Security Based Compensation Plan. The maximum number of Common Shares which may be reserved for issuance under the RSU Plan at any time shall be 12,776,420 Common Shares, being 10% of the issued Common Shares as of March 19, 2024, provided that the aggregate number of Common Shares available for issuance under the RSU Plan may not exceed 10% of the issued Common Shares at any given time, subject to adjustment under Section 6.1. For purposes of determining the number of Common Shares that remain available for issuance under the RSU Plan, the number of Common Shares underlying any grants of RSUs that are surrendered, forfeited, waived and/or cancelled shall be added back to the RSU Plan and again be available for future grant, whereas the number of Common Shares underlying any grants of RSUs that are issued upon exercise of RSUs shall not be available for future grant;
- (c) Any Restricted Share Units previously granted by the Board which are outstanding at the time of this RSU Plan comes into effect shall be deemed to have been issued under this RSU Plan and shall, as of the date of

this RSU Plan comes into effect, be governed by the terms and conditions hereof;

- (d) In accordance with the Exchange Policies, unless disinterested shareholder approval is obtained (or unless permitted otherwise by the rules of the Exchange);
 - a. the maximum aggregate number of Common Shares that may be issuable to any one Participant (and where permitted pursuant to the Exchange Policies, any company that is wholly-owned by the Participant) pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 5% of the Outstanding Shares (as defined in the RSU Plan) calculated on the date of grant of any Security Based Compensation,
 - b. the maximum aggregate number of Common Shares that may be issuable to Insiders of the Company (as a group) pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 10% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation, and
 - c. the maximum aggregate number of Common Shares that may be issuable to Insiders of the Company (as a group) pursuant to all Security Based Compensation of the Company may not exceed 10% of the Outstanding Shares at any point in time;
- (e) Unless otherwise permitted pursuant to the Exchange Policies, the maximum aggregate number of Common Shares that may be issuable to any Consultant of the Company pursuant to all Security Based Compensation of the Company granted or issued within any twelve (12) month period may not exceed 2% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation;
- (f) Except as otherwise provided in a Restricted Share Unit grant letter or any other provision of the RSU Plan and subject to the Exchange Policies, the vesting period and expiry date of all RSUs granted pursuant to Section 4.1 of the RSU Plan will be determined by the Board. If required by the Exchange Policies and subject to early vesting in connection with the death of a Participant or where a Participant ceases to be an Eligible Person in connection with a Change in Control (as such terms are defined in the RSU Plan), no RSUs may vest before the date that is one year following the date of grant or issue; and
- (g) All RSUs granted pursuant to the RSU Plan must vest over a period of not less than one year from the date of grant or issue.

At the Meeting, the Shareholders will be asked to consider and, if thought fit, pass, with or without variation, the following resolution to approve the RSU Plan.

"BE IT RESOLVED as an ordinary resolution of the shareholders of Brigadier Gold Limited (the "**Corporation**") that:

1. the restricted share unit plan (the "**RSU Plan**") of the Corporation in the form attached as Schedule "B" to the management information circular of the Company dated March 19, 2024, be and is hereby approved with such modifications as may be required by the TSX Venture Exchange;
2. the maximum number of common shares of the Corporation which may be issued under the RSU Plan shall be 12,776,420;
3. the directors of the Corporation be and are hereby authorized and empowered to make such further amendments to the RSU Plan as the directors shall consider necessary or desirable in order to satisfy the requirements or requests of any regulatory authority or stock exchange, including, without limitation, the TSX Venture Exchange, without further notice to, or approval of, the shareholders of the Corporation;
4. The directors of the Corporation be and are hereby authorized to revoke these resolutions before they are acted on without further approval of the shareholders, if in the sole discretion of the board of directors of the Corporation, it is in the best interests of the Corporation to do so; and
5. any director or officer of the Corporation be and is hereby authorized and directed to do and perform all such acts and things and to execute and deliver or cause to be delivered, for, in the name of and on behalf of the Corporation (whether under the seal of the Corporation or otherwise) all such agreements,

instruments and other documents as in such individual's opinion may be necessary or desirable to perform the terms of this resolution."

The Board recommends that the Shareholders vote IN FAVOUR of the ordinary resolution to approve the RSU Plan. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the ordinary resolution to approve the RSU Plan.

9. OTHER BUSINESS

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment or adjournments thereof. Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting the common shares represented by the proxies solicited hereby will be voted on such matter in accordance with the best judgement of the persons voting by proxy.

SECTION 4 – EXECUTIVE COMPENSATION

GENERAL

In accordance with the requirements of National Instrument 51-102 *Continuous Disclosure Obligations*, the Canadian Securities Administrators have issued guidelines on executive compensation disclosure for venture issuers as set out in Form 51-102F6V. The objective of the disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial year, and the decision-making process relating to compensation. The disclosure will provide insight into executive compensation as a key aspect of the overall stewardship and governance of the Company and will help Shareholders understand how decisions about executive compensation are made. The Company's approach to executive compensation is set forth below.

For the purpose of this Statement of Executive Compensation:

"Company" means Brigadier Gold Limited;

"compensation securities" includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

"external management company" includes a subsidiary, affiliate or associate of the external management company;

"NEO" or "named executive officer" means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

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

"underlying securities" means any securities issuable on conversion, exchange or exercise of compensation securities.

For the purposes of this Statement of Compensation, all dollar amounts unless otherwise specified are in Canadian

dollars.

Based on the foregoing definitions, during the two (2) most recently completed financial years ended December 31, 2022, and December 31, 2023, the Company had three (3) NEOs. Heidi Gutte was appointed CFO on June 9, 2021, and resigned December 1, 2022. Robert Birmingham was appointed President and CEO on April 1, 2021, and Steve Vanry was appointed as CFO on December 1, 2022.

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or a director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary.

Table of Compensation Excluding Compensation Securities							
Name and position ⁽¹⁾	Year Ended December 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$) ⁽²⁾	Value of all other compensation (\$) ⁽³⁾	Total compensation (\$)
Robert Birmingham ⁽⁴⁾	2023	120,000	N/A	N/A	N/A	N/A	120,000
<i>CEO, President, Director</i>	2022	120,000	5,000	N/A	N/A	N/A	125,000
	2021	115,500	5,250	N/A	N/A	N/A	120,750
Ranjeet Sundher ⁽⁵⁾	2023	120,000	N/A	N/A	N/A	N/A	120,000
<i>Former President, Former CEO, Director</i>	2022	90,000	5,000	N/A	N/A	N/A	95,000
	2021	126,738	5,250	N/A	N/A	N/A	131,988
Steve Vanry ⁽⁶⁾	2023	120,000	N/A	N/A	N/A	N/A	120,000
<i>CFO, COO, Director</i>	2022	80,813	5,000	N/A	N/A	N/A	85,813
	2021	98,415	5,250	N/A	N/A	N/A	103,665
Heidi Gutte ⁽⁷⁾	2023	N/A	N/A	N/A	N/A	N/A	N/A
<i>Former CFO</i>	2022	57,500	N/A	N/A	N/A	N/A	57,500
	2021	N/A	N/A	N/A	N/A	N/A	N/A
Matthew Wright ⁽⁸⁾	2023	N/A	N/A	N/A	N/A	N/A	N/A
<i>Former CFO</i>	2022	N/A	N/A	N/A	N/A	N/A	N/A
	2021	N/A	N/A	N/A	N/A	20,370	20,370
J. Garry Clark ⁽⁹⁾	2023	N/A	N/A	N/A	N/A	N/A	N/A
<i>Director</i>	2022	N/A	N/A	N/A	N/A	N/A	N/A
	2021	N/A	N/A	N/A	N/A	26,570	26,570

Table of Compensation Excluding Compensation Securities							
Name and position ⁽¹⁾	Year Ended December 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$) ⁽²⁾	Value of all other compensation (\$) ⁽³⁾	Total compensation (\$)
Dillon	2023	6,000	N/A	N/A	N/A	N/A	6,000
Sharan ⁽¹⁰⁾	2022	6,000	N/A	N/A	N/A	N/A	6,000
<i>Director</i>	2021	6,000	N/A	N/A	N/A	N/A	6,000
Bev Funston ⁽¹¹⁾	2023	N/A	N/A	N/A	N/A	N/A	N/A
<i>Former Director</i>	2022	N/A	N/A	N/A	N/A	N/A	N/A
	2021	3,000	N/A	N/A	N/A	N/A	3,000

NOTES:

- ⁽¹⁾ If an individual is a NEO and a director, both positions have been listed. Directors may receive compensation for acting as directors in addition to compensation securities.
- ⁽²⁾ Includes perquisites provided to a NEO or director that are not generally available to all employees and that, in aggregate, are greater than (a) \$15,000, if the NEO or director's total compensation for the financial year is \$150,000 or less; (b) 10% of the NEO or director's salary for the financial year, if the NEO or director's total compensation for the financial year is greater than \$150,000 but less than \$500,000; (c) \$50,000, if the NEO or director's total for the financial year is \$500,000 or greater.
- ⁽³⁾ Includes other compensation, paid or payable, that equals or exceeds 25% of the total value of other compensation paid or payable to the director or Named Executive Officer, other than compensation securities.
- ⁽⁴⁾ Mr. Birmingham was appointed a director, President and CEO on April 1, 2021.
- ⁽⁵⁾ Mr. Sundher was appointed a director, President and CEO of the Company on June 5, 2019. Mr. Sundher resigned as President and CEO on April 1, 2021, but remained a director. Mr. Sundher will not be standing for re-election as director.
- ⁽⁶⁾ Mr. Vanry was appointed a director of the Company on October 26, 2020, appointed COO on October 30, 2020, and appointed CFO on December 1, 2022. The compensation noted was paid to 677185 B.C. Ltd., a company controlled by Mr. Vanry.
- ⁽⁷⁾ Ms. Gutte was appointed as CFO and Corporate Secretary on June 9, 2021, and resigned December 1, 2022.
- ⁽⁸⁾ Mr. Wright was appointed CFO of the Company on May 7, 2019, and resigned June 1, 2021. The compensation noted was paid to MG Wright Inc., a company controlled by Mr. Wright.
- ⁽⁹⁾ Mr. Clark was appointed a director of the Company on August 11, 2020.
- ⁽¹⁰⁾ Mr. Sharan was appointed a director of the Company on November 22, 2018.
- ⁽¹¹⁾ Ms. Funston resigned as a director of the Company on April 1, 2021.

Stock Options and Other Compensation Securities

There were no compensation securities granted or issued by the Company, or any subsidiary thereof, for the most recently completed financial year ended December 31, 2023, for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Exercise of Compensation Securities by Directors and NEOs

Robert Birmingham exercised 500,000 RSUs at no cost on April 1, 2023. Ranjeet Sundher exercised 350,000 RSUs at no cost on April 1, 2023.

Other Provisions

The Stock Option Plan contains provisions governing the acceleration of the vesting of options in the event of a change of control of the Company or in the event of a take-over proposal.

Securities Authorized For Issuance Under Equity Compensation Plans

The following table sets out information as at the end of the Company's most recently completed financial year with respect to the Option Plan, with respect to all compensation plans under which equity securities are authorized for issuance as of the financial year ended December 31, 2023:

Equity Compensation Plan Information			
Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by Securityholders	750,000	0.22	12,026,421
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	750,000	0.22	12,026,421

Employment, consulting and management agreements

The following is a summary of the Company's employment, consulting and management agreements with its directors and Named Executive Officers during the most recently completed financial year.

Compensation of Mr. Robert Birmingham, President and CEO

The Company has a consulting agreement with Mr. Robert Birmingham dated September 1, 2020, pursuant to which Mr. Birmingham, through a company he controls Benaterra Communications Inc. ("**Benaterra**"), provides his services to the Company and under which Benaterra invoices for such services, with both parties having the opportunity to participate in the Option Plan and the RSU Plan (the "**Birmingham Agreement**"). On April 1, 2021, Mr. Birmingham was appointed President and Chief Executive Officer, following which Benaterra commenced invoicing the Company \$10,000 per month. The Birmingham Agreement may be terminated at the election of Mr. Birmingham or the Company on 30 days' notice.

Compensation of Mr. Ranjeet Sundher, Former President and CEO

The Company entered into a management services agreement on October 30, 2020, with Mr. Ranjeet Sundher, pursuant to which Mr. Sundher provided his services to the Company as President and Chief Executive Officer for annual compensation of USD\$120,000. On April 1, 2021, the management services agreement was replaced with a

transition and consulting agreement to reflect Mr. Sundher's resignation as President and Chief Executive Officer (the "**Sundher Agreement**"). Pursuant to the Sundher Agreement, Mr. Sundher's annual compensation was reduced to USD\$90,000, which has since varied without contract amendment and is currently at \$120,000. Pursuant to the Sundher Agreement, Mr. Sundher has the opportunity to participate in the Option Plan and the RSU Plan. The Sundher Agreement may be terminated after the Initial Term at the election of Mr. Sundher or the Company on 30 days' notice.

Compensation of Mr. Steve Vanry, COO

The Company entered into a management services agreement on October 30, 2020, with Mr. Steve Vanry, by way of a company he controls, 677185 B.C. Ltd., pursuant to which Mr. Vanry received a onetime signing bonus of 600,000 Common Shares, provided his services to the Company as Chief Operating Officer for annual compensation of USD\$90,000 and has the opportunity to participate in the Option Plan and the RSU Plan. On April 1, 2021, the management services agreement was amended to change Mr. Vanry's annual compensation to USD\$60,000 (the "**Vanry Agreement**"), which has since varied without contract amendment and is currently at \$120,000. The Company may terminate the Vanry Agreement without cause, or in the event the Company undergoes a change of control, by making: (a) a one-time payment equal to 200% of the then current salary; and (b) paying an amount equal to two times the average of any cash bonuses paid pursuant to the Vanry Agreement for the two most recently completed years, due on or before the 10th business day following the date of termination stipulated in the notice of termination, in addition, subject to compliance with applicable securities regulations and stock exchange policies, the Company will permit any stock options, RSUs or rights to purchase Common Shares to immediately vest and become exercisable and remain exercisable until the expiry of the original term. The Company may terminate the Vanry Agreement for cause without any payment in lieu of notice. Mr. Vanry may terminate the Vanry Agreement by delivery of 2 months written notice of termination to the Company, in which event the Company may then elect to terminate the Vanry Agreement at any time prior to the expiry of the 2-month notice period without further compensation.

Director Compensation

The Company has no standard arrangement pursuant to which directors are compensated by the Company for their services in their capacity as directors, except for the granting from time to time of incentive stock options in accordance with the policies of the TSXV and the Option Plan.

Named Executive Officer Compensation

As the Company does not have a compensation committee, the functions of a compensation committee are performed by the Board of Directors as a whole and the compensation of the Named Executive Officers is reviewed and approved annually by the Board of Directors.

The objective of the Board of Directors in setting compensation levels is to attract and retain individuals of high caliber to serve the Company, to motivate their performance in order to achieve the Company's strategic objectives and to align the interests of the Named Executive Officers with the long-term interests of the Shareholders. These objectives are designed to ensure that the Company's business continues to grow and develop.

The Board of Directors sets the compensation received by the Named Executive Officers so as to be generally competitive with the compensation received by persons with similar qualifications and responsibilities who are engaged by other companies of corresponding size and stage of development having similar assets, number of employees and market capitalization. The Company compensates its Named Executive Officers based on their skill and experience levels and the existing stage of development of the Company. Named Executive Officers are rewarded on the basis of the skill and level of responsibility involved in their position, the individual's experience and qualifications, the Company's resources, industry practice, and regulatory guidelines regarding executive compensation levels.

The Board of Directors has implemented three (3) levels of compensation to align the interests of the executive officers with those of the shareholders. First, Named Executive Officers are paid a monthly consulting fee or salary determined by the Board of Directors, if appropriate, second, the Board of Directors awards Named Executive Officers long term incentives in the form of stock options, if appropriate. Finally and only in special circumstances, the Board of Directors may award cash or share bonuses for exceptional performance that results in a significant

increase in shareholder value.

The base compensation of the Named Executive Officers is reviewed and set annually by the Board of Directors. The Chief Executive Officer has substantial input in setting annual compensation levels. The Chief Executive Officer is directly responsible for the financial resources and operations of the Company. In addition, the Chief Executive Officer and Board of Directors from time to time determine the stock option grants to be made pursuant to the Option Plan. Previous grants of stock options are taken into account when considering new grants. The Board of Directors awards bonuses at its sole discretion. The Board of Directors has not set any performance criteria or objectives

The Board of Directors considers the implications of the risks associated with the Company's compensation policies and practices when determining rewards for its Named Executive Officers, and ensures that those policies do not encourage management to take inappropriate or excessive risks. The Board of Directors does not believe that there are any risks arising from the compensation programs that would be reasonably likely to have a material adverse effect on the Company.

Neither Named Executive Officers nor directors are permitted to take any derivative or speculative positions in the Company's securities. This is to prevent the purchase of financial instruments that are designed to hedge or offset any decrease in the market value of the Company's securities.

Compensation for the most recently completed financial year should not be considered as an indicator of expected compensation levels in future periods. All compensation is subject to and dependent on the Company's financial resources and prospects

Oversight and description of director and named executive officer compensation

Compensation of Directors

The Company has no standard arrangement pursuant to which directors are compensated by the Company for their services in their capacity as directors, except for the granting from time to time of incentive stock options in accordance with the policies of the stock exchange on which the Company's Common Shares are listed for trading and the Option Plan.

Pension disclosure

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans currently in place or proposed at this time.

SECTION 5 - AUDIT COMMITTEE

In accordance with the requirements of National Instrument 52-110 *Audit Committees ("NI 52-110")*, the Canadian Securities Administrators have issued guidelines on annual disclosure for venture issuers, as set out in Form 52-110F2, concerning the constitution of the Company's Audit Committee and the relationship with its independent auditor. The Company's approach to its Audit Committee is set forth in the following:

AUDIT COMMITTEE CHARTER

The text of the Company's Audit Committee Charter is attached hereto as Schedule "C" to this Information Circular.

The current members of the Audit Committee are Ranjeet Sundher, J. Garry Clark and Dillon Sharan.

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment.

All three audit committee members are independent. A member of the Audit Committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the opinion of the Company's Board, reasonably interfere with the exercise of the member's independent judgment.

NI 52-110 provides that an individual is “financially literate” if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

All members of the audit committee are considered to be financially literate. All of the Audit Committee members have the ability to read and understand financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

RELEVANT EDUCATION AND EXPERIENCE

All of the Audit Committee members are senior-level businesspeople with experience in financial matters; each has an understanding of accounting principles used by the Company to prepare financial statements and varied experience as to general application of such accounting principles, as well as the internal controls and procedures necessary for financial reporting, garnered from working in their individual fields of endeavour.

In addition, each of the members of the Audit Committee have knowledge of the role of an audit committee in the realm of reporting companies from their years of experience as directors or officers of public companies other than the Company. See Section 6 - Corporate Governance – Directorships in Other Public Companies.

Ranjeet Sundher – Audit Chair

Mr. Sundher has raised over \$50 million for companies in which he was a founder/partner. He has over 25 years of capital markets experience and has developed and sold several successful private and public companies in the resource, technology and software space.

Dillon Sharan

Mr. Sharan has acted as real estate acquisitions analyst since June 2017. Prior to that, he worked in investment banking and mortgage financing.

J. Garry Clark

Mr. Clark is the Executive Director of the Ontario Prospectors Association (“OPA”). He has been a Director, Vice President or President of OPA since its formation in the early 1990's. Mr. Clark currently serves on the Ontario Minister of Energy, Mines and Northern Development, Mining Act Committee. Mr. Clark brings to the Company extensive experience in managing large scale exploration and development programs internationally including Asia and North America. In addition to over 30 years of consulting experience, Mr. Clark has held geological positions with several mining companies and has served as a director of various publicly listed companies.

AUDIT COMMITTEE OVERSIGHT

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

RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company's most recently completed financial year ended December 31, 2023, has the Company relied on the exemption in Section 2.4 of NI 52-110 - *Audit Committees (De Minimis Non-audit Services)*, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

As the Company is considered a “Venture Issuer” pursuant to relevant securities legislation, the Company is relying on the exemption in Section 6.1 of NI 52-110, from the requirement of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations) of NI 52-110.

PRE-APPROVAL POLICIES AND PROCEDURES FOR NON-AUDIT SERVICES

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services as described below under the heading "External Auditor Service Fees (By Category)"; however, such engagement is

within the mandate of the Audit Committee.

EXTERNAL AUDITOR SERVICE FEES

In the following table, “Audit Fees” are fees billed by Davidson & Company, the Company’s external auditors, for services provided in auditing the Company’s annual financial statements for the subject year. “Audit-related Fees” are fees not included in audit fees that are billed by the auditors for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements. “Tax Fees” are billed by the auditors for professional services rendered for tax compliance, tax advice and tax planning. “All Other Fees” are fees billed by the auditors for products and services not included in the foregoing categories.

The fees paid by the Company to its auditors in each of the last three (3) financial years, by category, are as follows:

<i>Auditor</i>	<i>Financial Year Ending December 31</i>	<i>Audit Fees⁽¹⁾</i>	<i>Audit-related Fees⁽²⁾</i>	<i>Tax Fees⁽³⁾</i>	<i>All Other Fees⁽⁴⁾</i>
Davidson & Company LLP ⁽⁵⁾	2023	\$ 26,653	\$ 6,000	\$Nil	\$Nil
	2022	\$ 32,500	\$Nil	\$Nil	\$Nil
	2021	\$ 25,000	\$Nil	\$Nil	\$Nil

NOTES:

- (1) The aggregate audit fees billed.
- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements that are not included under the heading “Audit Fees”.
- (3) The aggregate fees billed for professional services rendered for tax compliance, tax advice and tax planning.
- (4) The aggregate fees billed for products and services other than as set out under the headings “Audit Fees”, “Audit Related Fees” and “Tax Fees”.
- (5) Davidson & Company LLP, Chartered Professional Accountants, has been the Company’s auditor since January 27, 2020.

SECTION 6 - CORPORATE GOVERNANCE

GENERAL

National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) provides guidelines on corporate governance disclosure for venture issuers as set out in Form 58-101F2 and requires full and complete annual disclosure of a listed company’s systems of corporate governance with reference to National Policy 58-201 – *Corporate Governance Guidelines* (the “**Guidelines**”). Where a company’s corporate governance system differs from the Guidelines, each difference and the reason for the difference is required to be disclosed. The Company’s approach to corporate governance is provided below.

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices that are both in the interest of its Shareholders and contribute to effective and efficient decision making. National Policy 58-201 - *Corporate Governance Guidelines* establishes corporate governance guidelines that apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company’s practices comply with the guidelines; however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. NI 58-101 mandates disclosure of corporate governance practices for Venture Issuers in Form 58-101F2, which disclosure is set out below.

COMPOSITION OF THE BOARD OF DIRECTORS

All of the proposed nominees for election as a director at the 2024 Annual General Meeting are current directors of the Company. Form 58-101F1 suggests that the board of directors of every listed company should be constituted with a majority of individuals who qualify as “independent” directors under NI 52-110, which provides that a director is independent if he or she has no direct or indirect “material relationship” with the Company. “Material relationship” is defined as a relationship that could, in the view of the company’s board of directors, be reasonably expected to interfere with the exercise of a director’s independent judgment.

Of the proposed nominees, Robert Birmingham, who also serves the Company as Chief Executive Officer and President as well as Steve Vanry who is the Chief Financial Officer and Chief Operating Officer are “inside” or management directors and, as such, are considered not to be “independent”. L. Garry Clark and Dillon Sharan are considered by the Board to be “independent”, within the meaning of NI 52-110. In assessing Form 58-101F2 and making the foregoing determinations, the circumstances of each director have been examined in relation to a number of factors.

The Board regularly reviews executive compensation and the grant of stock options.

MANDATE OF THE BOARD

The Board is elected by and accountable to the shareholders of the Company. The mandate of the Board is to continually govern the Company and to protect and enhance the assets of the Company in the long-term best interests of the Shareholders. The Board will annually assess and approve a strategic plan which takes into account, among other things, the opportunities and the identification of the principal risks of the issuer’s business, and ensuring the implementation of appropriate systems to manage these risks.

DIRECTORSHIPS IN OTHER PUBLIC COMPANIES

Certain proposed directors of the Company are also directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction as set forth in the following table:

NAME	NAME OF REPORTING ISSUER
J. Garry Clark	Bolt Metals Corp. Canadian Palladium Resources Inc. Silver Dollar Resources Inc. DeepMarkit Corp. MinKap Resources Inc. Superior Canadian Resources Inc.
Steve Vanry	Bolt Metals Corp. Oroco Resource Corp. Pender Street Capital Corp. DeepMarkit Corp.
Robert Birmingham	BIGG Digital Assets Inc. New Wave Holdings Corp. Ronin Ventures Corp. ALDD Ventures Corp. Impact Analytics Inc.

ORIENTATION AND CONTINUING EDUCATION

The Company has not developed an official orientation or training program for new directors, but they are encouraged to communicate with other directors, officers and employees as needed. New directors will have the opportunity to become familiar with the Company with full access to records, meeting with legal counsel, the auditors and various technical consultants. Orientation activities are tailored to the needs and expertise of each director and the overall needs of the Board. The Company does not have a formal program of continuing education for its directors but encourages its directors to attend continuing education seminars at the Company's expense, subject to prior approval by management of the Company. The Company also liaises with its legal counsel, auditors and other advisors to keep apprised of any developments and material changes to corporate governance and reporting policies affecting the Company and makes the directors aware of any such developments and changes.

ETHICAL BUSINESS CONDUCT

The Board encourages, monitors and promotes a culture of ethical business conduct of the Company and ensures that the Board complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges. The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law, as well as the restrictions placed by applicable corporate legislation on the individual director's 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.

The Company does not currently have a formal code of business conduct or policy in place for its directors, officers, employees and consultants. The Board believes that the Company's size facilitates informal review of and discussions with employees and consultants.

NOMINATION OF DIRECTORS

The Board as a whole determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the individual Board members, including both formal and informal discussions among Board members and the CEO. The current size of the Board is such that the entire Board takes responsibility for selecting new directors and assessing current directors. Proposed directors' credentials are reviewed and discussed amongst the members of the Board prior to the proposed director's nomination.

The Board monitors but does not formally assess the performance of individual Board members or committee members or their contributions. The Board does not, at present, have a formal process in place for assessing the effectiveness of the Board as a whole, its committees or individual directors, but will consider implementing one in the future should circumstances warrant. Based on the Company's size, its stage of development and the number of individuals on the Board, the Board considers a formal assessment process to be inappropriate at this time.

COMPENSATION OF DIRECTORS AND CHIEF EXECUTIVE OFFICER

The Board has not appointed a compensation committee; rather, management of the Company is responsible for making recommendations to the Board with respect to compensation for the directors and the CEO. The Board has the ability to adjust and approve such compensation.

Market comparisons, as well as evaluation of similar positions in different industries in the same geography, along with individuals experience and the diversity such individual brings to the Company's Board, are the criteria used in determining compensation.

COMMITTEES OF THE BOARD OF DIRECTORS

The Company has no other committee other than an Audit Committee.

ASSESSMENTS

The Board takes responsibility for monitoring and assessing its effectiveness and the performance of individual directors and its Audit Committee, including reviewing the Board's decision-making processes and the quality of information provided by management.

SECTION 7 - OTHER INFORMATION

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Since the beginning of the most recently completed financial year ended December 31, 2023, and as at the date of this Information Circular, no director, executive officer or employee or former director, executive officer or employee of the Company, nor any nominee for election as a director of the Company, nor any associate of any such person, was indebted to the Company for other than "routine indebtedness", as that term is defined by applicable securities legislation; nor was any indebtedness to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth in this Information Circular, no person who has been a director or executive officer of the Company at any time since the beginning of the last financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing persons, has any material interest, directly or indirectly, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon other than the election of directors or the appointment of auditors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Applicable securities legislation defines "*informed person*" to mean any of the following: (a) a director or executive officer of a reporting issuer; (b) a director or officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities. Except as otherwise disclosed herein, no informed persons had (or has) any interest in any transaction with the Company since the commencement of our most recently completed financial year ended December 31, 2023, or in any proposed transaction, that has materially affected the Company or is likely to do so.

MANAGEMENT CONTRACTS

Other than as set forth in this Management Proxy Circular, at no time since the start of the Company's most recently completed financial year, were any management functions of the Company or any subsidiary of the Company to any substantial degree performed by a person or company other than the directors or executive officers of the Company.

ADDITIONAL INFORMATION

Financial information about the Company is included in the Company's financial statements and Management's Discussion and Analysis for the financial year ended December 31, 2023, which have been electronically filed with regulators and are available through the Internet on the Canadian System for Electronic Document Analysis and Retrieval Plus (SEDAR+) at www.sedarplus.ca. Copies may be obtained without charge upon request to the Company at Suite 300 Bellevue Centre, 235 – 15th Street, West Vancouver, BC V7T 2X1. You may also access the Company's public disclosure documents through the Internet on SEDAR+ at www.sedarplus.ca.

DIRECTOR APPROVAL

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

Dated at Vancouver, British Columbia, this 19th day of March, 2024.

BY ORDER OF THE BOARD

Signed: "*Robert Birmingham*"

Robert Birmingham
President, Chief Executive Officer and Director

SCHEDULE "A"
(attached)

STOCK OPTION PLAN

BRIGADIER GOLD LIMITED

1. Purpose

The purpose of the Stock Option Plan (the "**Plan**") of **BRIGADIER GOLD LIMITED**, a corporation incorporated under the *Business Corporations Act* (British Columbia) (the "**Corporation**") is to advance the interests of the Corporation by encouraging the Directors, Officers, Employees and Consultants of the Corporation, and of its subsidiaries and affiliates, if any, to acquire common shares in the share capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

2. Definitions and Interpretation

- (a) "**Exchange**" means the TSX Venture Exchange Inc. or any other stock exchange on which the Shares are listed;
- (b) "**Exchange Policies**" means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;
- (c) "**Option**" means an option granted by the Corporation to an Optionee entitling such Optionee to acquire a designated number of Shares from treasury at a price determined by the Board (as defined below);
- (d) "**Optionee**" means a person who is a Director, Officer, Employee, Consultant or other personnel of the Corporation or a subsidiary of the Corporation; a corporation wholly-owned by such persons; or any other individual or body corporate who may be granted an option pursuant to the requirements of the Exchange, who is granted an Option pursuant to this Plan; and
- (e) "**Policy 4.4**" means the TSX Venture Exchange Corporate Finance Policy 4.4 – *Security Based Compensation*.

Capitalized terms in this Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policies, including without limitation "Consultant", "Director", "Discounted Market Price", "Employee", "Insider", "Investor Relations Activities", "Investor Relations Service Provider", "Management Company Employee", "Officer", "Participant", "Person", "Promoter", "Security Based Compensation" and "Security Based Compensation Plan".

3. Administration

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the Directors appointed from time to time by the Board of Directors of the Corporation pursuant to rules of procedure fixed by the Board of Directors (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**"). A majority of the Board shall constitute a quorum, and the acts of a majority of the Directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the Directors.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into thereunder, to define the terms used in the Plan and in all option agreements entered into thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and

interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

Each Option granted hereunder may be evidenced by an agreement in writing, signed on behalf of the Corporation and by the Optionee, in such form as the Board shall approve. Each such agreement shall recite that it is subject to the provisions of this Plan.

Each Option granted by the Corporation prior to the date of the approval of the Plan by the shareholders of the Corporation, including Options granted under previously approved stock option plans of the Corporation, be and are continued under and shall be subject to the terms of the Plan after the Plan has been approved by the shareholders of the Corporation.

4. Stock Exchange Rules

All Options granted pursuant to this Plan shall be subject to the Exchange Policies, and rules and policies of any stock exchange or exchanges on which the Shares are then listed and any other regulatory body having jurisdiction hereinafter.

5. Shares Subject to Plan

Subject to adjustment as provided in Section 15 hereof, the Shares to be offered under the Plan shall consist of common shares of the Corporation's authorized but unissued common shares. The number of Shares reserved for issuance to a Participant granted under this Plan and any other Security Based Compensation Plan of the Corporation shall be subject to the following restrictions:

- (a) The aggregate number of Shares reserved for issuance pursuant to this Plan must not exceed 10% of the issued and outstanding Shares as at the date of the grant or issuance of any Options under this Plan;
- (b) The maximum number of Shares issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any person (and where permitted under the Exchange Policies, any companies that are wholly owned by that Person) must not exceed 5% of the issued and outstanding Shares, calculated as at the date any Security Based Compensation is granted or issued to the Person, unless disinterested shareholder approval is obtained;
- (c) The maximum aggregate number of Shares issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the issued and outstanding Shares at any point in time, unless disinterested shareholder approval is obtained;
- (d) the maximum aggregate number of Shares issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to Insiders (as a group) must not exceed 10% of the issued and outstanding Shares, calculated as at the date any Security Based Compensation is granted or issued to any Insider, unless disinterested shareholder approval is obtained;
- (e) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any one Consultant must not exceed 2% of the issued and outstanding Shares, calculated as at the date any Security Based Compensation is granted or issued to the Consultant; and
- (f) the maximum aggregate number of Shares that are issuable pursuant to all Options granted in any 12-month period to all Persons employed to provide Investor Relations Activities in the aggregate must not exceed 2% of the issued and outstanding Shares, calculated as at the date the Option is granted to any such Person employed to provide Investor Relations Activities.

6. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of the Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of the Plan.

7. Eligibility and Participation

Subject to the discretion of the Board, all Directors, Officers, Consultants, Employees, and Management Company Employees shall be eligible for selection to participate in the Plan. Subject to compliance with applicable requirements of the Exchange, Participants may elect to hold Options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the Plan in the same manner as if the Options were held by the Participant.

Subject to the terms hereof, the Board shall determine to whom Options shall be granted, the terms and provisions of the respective option agreements, the time or times at which such Options shall be granted and vested, and the number of Shares to be subject to each Option. In the case of Employees, Consultants, or Management Company Employees, the Corporation and the Participant must ensure and confirm that the Participant is a bona fide Employee, Consultant or Management Company Employee.

A Participant who has been granted an Option may, if such Participant is otherwise eligible, and if permitted under the Exchange Policies, be granted an additional Option or Options if the Board shall so determine.

8. Exercise Price and Amendments

- (a) The exercise price (the "**Exercise Price**") of the Shares subject to each Option shall be determined by the Board, subject to applicable Exchange approval, at the time any Option is granted. In no event shall such Exercise Price be lower than the Discounted Market Price.
- (b) Once the Exercise Price has been determined by the Board, accepted by the Exchange and the Option has been granted, the Exercise Price of an Option may be reduced in accordance with the Exchange Policies upon receipt of Board approval, provided that in the case of Options held by Insiders, the Exercise Price of an Option may be reduced only if disinterested shareholder approval is obtained.

9. Duration and Exercise of Options

Each Option and all rights thereunder shall be expressed to expire on the date set out in the option agreement (the "**Expiry Date**") and shall be subject to earlier termination as provided in Sections 11 and 12, provided that in no circumstances shall the duration of an Option exceed the maximum term permitted by the Exchange. For greater certainty, the exercise of Options is subject to the following:

- (a) Options granted must be exercised no later than ten (10) years from the date of grant or such lesser period as may be determined by the Board (the "**Option Period**"), subject to Section 9(e);
- (b) The Board may, subject to Exchange Policies, determine when any Option will become exercisable and may determine that the Option shall be exercisable in installments;
- (c) Subject to Section 10(b), an Option granted to an Investor Relations Service Provider must vest in stages over a period of not less than 12 months from the grant date, such that (i) no more than 1/4 of the Shares issuable under the Option vest no sooner than three months after the Option was granted; (ii) no more than another 1/4 of the Shares issuable under the Option vest no sooner than six months after the Option granted; (iii) no more than another 1/4 of the Shares issuable under the Option vest no sooner than nine months after the Option was granted; and (iv) the remainder of the Shares issuable under the Option vest no sooner than 12 months after the Option was granted;

- (d) If required by Exchange Policies, at the time of a grant of Options, a four (4) month hold period (commencing on the date the Options are granted) is required for Options issued to Directors, Officers, Promoters, Insiders, or Consultants, or issued at less than applicable Market Price calculated and defined in accordance with the Exchange Policies, and any certificate representing the Options that are issued to Directors, Officers, Promoters, Insiders, or Consultants, or issued at less than applicable Market Price, and any Shares issued upon the exercise of such Options before the expiry of the hold period shall bear the following legend (in addition to any other legend required pursuant to applicable securities laws):

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

- (e) If the Expiry Date of an Option falls within a period during which the Corporation has formally imposed a blackout period whereby the Corporation prohibits Participants from exercising their Options, then conditional upon the Corporation's securities not being subject to a cease trade order (or similar order under applicable securities law), the Board, Chief Executive Officer or President of the Corporation may extend the exercise period of Options up to ten business days, provided that the blackout period expires upon the general disclosure of the undisclosed material information for which the blackout was imposed;
- (f) The Expiry Date of Options granted to Insiders shall not be extended without obtaining disinterested shareholder approval;
- (g) Options that have been cancelled or that have expired without being exercised continue to be issuable under the Plan;
- (h) Each Option shall be confirmed by an option agreement executed by the Corporation and by the Participant;
- (i) Subject to Section 9(j), the Exercise Price of each Share purchased under an Option shall be paid in full in cash or by bank draft, certified cheque or wire transfer at the time of such exercise, and upon receipt of payment in full, but subject to the terms of the Plan, the number of Shares in respect of which the Option is exercised shall be duly issued as fully paid and non- assessable;
- (j) Additionally, subject to Exchange Policies, the Participant (excluding those Persons engaged in performing Investor Relations Activities) may be eligible to exercise such Options through the Cashless Exercise or Net Exercise provisions if permitted by the Corporation; in such event, the Participant shall complete a notice of cashless settlement form (as provided by the Corporation) and return the executed form to the Corporation;
- (k) Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Shares pursuant thereto shall comply with all relevant provisions of applicable securities law and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Shares are quoted at any given time; and
- (l) As a condition to the exercise of an Option, the Corporation may require, among other things, that the person exercising such Option to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Corporation, such a representation is required by law.

10. Option Period, Consideration and Payment

- (a) The Option Period shall not exceed the maximum term permitted by the Exchange, provided that the Option Period shall be reduced with respect to any Option as provided in Sections 11 and 12 covering cessation as a Director, Officer, Consultant, Employee or Management Company Employee, or death of the Participant.
- (b) Subject to any vesting restrictions imposed by the Exchange, including with respect to the vesting of Options granted to any Investor Relations Service Provider, the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, or that no vesting restriction shall exist. For greater clarity, the vesting of Options granted to any Investor Relations Service Provider shall not be accelerated without Exchange approval.
- (c) Subject to any vesting restrictions imposed by the Board, Options may be exercised in whole or in part at any time and from time to time during the Option Period. To the extent required by the Exchange, no Options may be exercised under this Plan until this Plan has been approved by a resolution duly passed by the shareholders of the Corporation.
- (d) Except as set forth in Sections 11 and 12, no Option may be exercised unless the Participant is at the time of such exercise a Director, Officer, Consultant, Employee, or Management Company Employee.
- (e) The exercise of any Option will be contingent upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Shares with respect to which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Shares with respect to which the Option is exercised. No Participant or their legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any common shares of the Corporation unless and until the certificates for Shares issuable pursuant to Options under the Plan are issued to the applicable party as the case may be under the terms of the Plan.

11. Ceasing to Be a Director, Officer, Consultant or Employee

If a Participant shall cease to be a Director, Officer, Consultant, Employee, or Management Company Employee, for any reason (other than death), such Participant may exercise their Option to the extent that the Participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within 90 days after the Participant ceases to be a Director, Officer, Consultant, Employee or a Management Company Employee, unless otherwise extended by the Board.

Nothing contained in the Plan, nor in any Option granted pursuant to the Plan, shall as such confer upon any Participant any right with respect to continuance as a Director, Officer, Consultant, Employee or Management Company Employee.

12. Death of Participant

Notwithstanding Section 11, in the event of the death of a Participant, the Option previously granted to them shall be exercisable only within the 12 months after such death and then only:

- (a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or the laws of descent and distribution; and
- (b) if and to the extent that such Participant was entitled to exercise the Option at the date of their death.

13. Rights of Optionee

No person entitled to exercise any Option granted under the Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until certificates representing such Shares shall have been issued and delivered.

14. Proceeds from Sale of Shares

The proceeds from the sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

15. Adjustments

- (a) In the event there is any change in the Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Board in:
 - (i) the number of Shares available under the Plan; and
 - (ii) the number of Shares subject to or underlying any Options.

If the foregoing adjustment shall result in a fractional Share, the fraction shall be disregarded. Any adjustment, other than in connection with a share consolidation or subdivision, will be subject to the prior acceptance of the Exchange.

- (b) Adjustments as they relate to the payment of stock dividends by the Corporation must not exceed the maximum number of Shares issuable as set forth in Section 5 of this Plan. In the event Participants are entitled to receive additional Options in lieu of stock dividends, and the Corporation does not have sufficient Shares available to satisfy this obligation, the Corporation may make payment in cash to the Participant.
- (c) All adjustments contemplated by this Section shall be conclusive, final and binding for all purposes of the Plan.

16. Transferability

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or the extent, if any, permitted by the Exchange. During the lifetime of a Participant, any benefits, rights and Options may only be exercised by the Participant.

17. Amendment and Termination of Plan

Subject to applicable approval of the Exchange and the shareholders of the Corporation, the Board may, at any time, suspend or terminate the Plan. Subject to applicable approval of the Exchange, the Board may also at any time amend or revise the terms of the Plan; provided that no such amendment or revision shall result in a material adverse change to the terms of any Options theretofore granted under the Plan, unless shareholder approval, or disinterested shareholder approval, as the case may be, is obtained for such amendment or revision.

18. Necessary Approvals

- (a) The ability of a Participant to exercise Options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals, which may be required from shareholders of the Corporation and any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any Option Exercise Price paid to the Corporation will be returned to the Participant.

The types of amendments that do not require shareholder approval include:

- (i) amendments of a “housekeeping” nature, including those required to clarify any ambiguity or rectify any inconsistency in the Plan;
 - (ii) amendments required to comply with mandatory provisions of applicable law, including the rules and regulations of the Exchange;
 - (iii) reduction of the number of Shares that may be issued under this Plan;
 - (iv) increasing the Exercise Price; and
 - (v) cancellation of this Plan.
- (b) Notwithstanding the provisions of 18(a), the Board may not, without the prior approval of the shareholders of the Corporation (including disinterested shareholder approval where required under the Exchange Policies) and any necessary Exchange approvals, make amendments to the Plan for any of the following purposes:
- (i) to increase in the maximum number of Shares issuable under the Plan as set out in Section 5;
 - (ii) to change the method for determining the Exercise Price of Options;
 - (iii) to reduce the Exercise Price of outstanding Options;
 - (iv) to cancel an Option for the purpose of exchange for reissuance at a lower Exercise Price to the same person;
 - (v) to extend the Expiry Date of an outstanding Option, except where the Expiry Date is extended because it would have occurred during a blackout period;
 - (vi) to extend the Expiry Date of an outstanding Option, except where the Expiry Date has been accelerated pursuant to Sections 11 or 12, provided however, that the Option cannot be extended beyond the Expiry Date originally set at the time of the Option grant;
 - (vii) to extend the Expiry Date of an outstanding Option held by an Insider;
 - (viii) to amend the Plan to permit the grant of an Option with an Expiry Date of more than 10 years from the date on which the Board grants and announces a particular Option;
 - (ix) to amend this Section 18(b); and

- (x) to expand the class of participants to whom Options may be granted under the Plan.

19. Withholding Taxes

Upon exercise of an Option, the Participant will, upon notification of the amount due and prior to or concurrently with the delivery of the certificates representing the Shares, pay to the Corporation amounts necessary to satisfy applicable withholding tax requirements or will otherwise make arrangements satisfactory to the Corporation for such requirements. In order to implement this provision, the Corporation will have the right to retain and withhold from any payment of cash or Shares under the Plan the amount of taxes required to be withheld or otherwise deducted and paid in respect of such exercise. At its discretion, the Corporation may require a Participant receiving Shares upon the exercise of an Option to reimburse the Corporation for any such taxes required to be withheld by the Corporation and withhold any distribution to the Participant in whole or in part until the Corporation is so reimbursed. In lieu thereof, the Corporation will have the right to withhold from any cash amount due or to become due from the Corporation to the Participant an amount equal to such taxes. The Corporation may also retain and withhold or the Participant may elect, subject to approval by the Corporation at its sole discretion, to have the Corporation retain and withhold a number of Shares having a market value not less than the amount of such taxes required to be withheld by the Corporation to reimburse the Corporation for any such taxes and cancel (in whole or in part) any such Shares issuable upon exercise of an Option so withheld. For greater clarity, the circumstances contemplated in this Section shall not result in the alteration of the Exercise Price nor shall supersede the requirements of Policy 4.4.

20. Compliance with Laws

The Corporation shall not be obliged to issue any Shares upon exercise of Options if the issue would violate any law or regulation or any rule of any governmental authority or stock exchange. The Corporation shall not be required to issue, register or qualify for resale any shares issuable upon exercise of Options pursuant to the provisions of a prospectus or similar document, provided that the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada of the existence of the Plan and the issuance and exercise of Options. The Option holder agrees to comply with all such laws, rules and regulations and agrees to furnish to the Corporation any information, report and/or undertakings required to comply with and to fully cooperate with the Corporation in complying with such laws, rules and regulations.

21. Effective Date of Plan

The Plan has been adopted by the Board of Directors of the Corporation subject to the approval of the Exchange and, if so approved, subject to the discretion of the Board of Directors, the Plan shall become effective upon such approvals being obtained.

22. Applicable Law

The Plan will be governed by and construed in accordance with the laws of British Columbia, Canada.

SCHEDULE A TO STOCK OPTION PLAN OPTION CERTIFICATE

This certificate is issued pursuant to the provisions of the Brigadier Gold Limited (the “**Corporation**”) Stock Option Plan (the “**Plan**”) and evidences that _____ (*Name of Optionee*) is the holder of an option (the “**Option**”) to purchase up to _____ (*Number of Shares*) common shares (the “**Shares**”) in the capital stock of the Corporation at a purchase price of \$ _____ per Share. Subject to the provisions of the Plan:

- (a) the Award Date of this Option is _____ (*insert date of grant*); and
- (b) the Expiry Date of this Option is _____ (*insert date of expiry*).

Additional Vesting or Other Restrictions: (insert as applicable)

This Option may be exercised in accordance with its terms at any time and from time to time from and including the Award Date through to and including up to 5:00 p.m. (Toronto time) on the Expiry Date, by delivering to the Corporation an Exercise Notice, in the form provided in the Plan, together with this certificate and a certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This certificate and the Option evidenced hereby is not assignable, transferable or negotiable, except in limited circumstances, and is subject to the detailed terms and conditions contained in the Plan. This certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Corporation shall prevail.

Signed this <> day of <>, 20_.

BRIGADIER GOLD LIMITED
by its Authorized Signatory:

<name>,
<title>

**SCHEDULE B TO STOCK OPTION PLAN
EXERCISE NOTICE**

To: The Administrator, Stock Option Plan Brigadier Gold Limited (the “**Corporation**”)

The undersigned hereby irrevocably gives notice, pursuant to the Corporation’s Stock Option Plan (the “**Plan**”), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Shares; or
- (b) _____ of the Shares, which are the subject of the Option Certificate attached hereto, subject to the deduction of any applicable Canadian withholding taxes.

Calculation of total Exercise Price:

(i) number of Shares to be acquired on exercise: _____ Shares

(ii) multiplied by the Exercise Price per Share: \$ _____

TOTAL EXERCISE PRICE, enclosed herewith: \$ _____

The undersigned tenders herewith: (1) a certified cheque or bank draft in an amount equal to the total Exercise Price of the aforesaid Shares, as calculated above; and (2) a certified cheque or bank draft in an amount equal to any applicable Canadian withholding taxes, and directs the Corporation to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:

DATED the _____ day of _____, 20__.

Signature of Option Holder

Name of Option Holder (please print)

SCHEDULE "B"
(attached)

RESTRICTED SHARE UNIT PLAN

BRIGADIER GOLD LIMITED

1. INTERPRETATION

1.1 Restricted Share Unit Plan

The plan herein described shall be called the "Restricted Share Unit Plan" and is referred to herein, as may be amended from time to time, as the "Plan".

1.2 Definitions

For the purposes of the Plan, unless there is something in the subject matter or context inconsistent therewith the following terms shall have the following meanings:

- (a) "**Account**" means the account set up on behalf of each Participant in accordance with Section 4.1(b);
- (b) "**Applicable Law**" means all applicable federal, provincial and foreign laws and any regulations, instruments or orders enacted thereunder, and the rules, regulations and policies of the Exchange;
- (c) "**Black Out Period**" means a period when a Participant is prohibited from trading in the Corporation's securities pursuant to the Corporation's written policies then applicable or a notice in writing to a Participant by a senior officer or Director of the Corporation;
- (d) "**Board**" or "**Board of Directors**" means the Board of Directors of the Corporation, as constituted from time to time;
- (e) "**Change in Control**" means (i) the successful completion of a take-over bid in respect of the Corporation; (ii) the issuance to or acquisition by any person, or group of persons acting jointly or in concert of (A) more than 50% of the outstanding Shares; or (B) more than 33 and 1/3% of the outstanding Shares and the election or appointment by such person or persons of their nominees as a majority of the Board, and (iii) the sale of all or substantially all of the assets of the Corporation;
- (f) "**Corporation**" means Brigadier Gold Limited, its subsidiaries. and any successor company thereto;
- (g) "**Disability**" means that the Participant becomes physically or mentally disabled to such an extent as to make them unable to perform their duties normally and adequately for a period totaling six months during a period of twelve (12) consecutive months. The Board's determination as to whether or not a Participant has incurred a Disability is final and conclusive and binding on all persons;
- (h) "**Eligible Person**" means, at the Grant Date, any Employee, Executive Officer, Director or Consultant of the Corporation or of a Related Entity of any such person, or a Participant;
- (i) "**Exchange**" means the TSX Venture Exchange Inc. or any other stock exchange on which the Shares are listed;
- (j) "**Exchange Policies**" means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;
- (k) "**Executive Officer**" has the meaning given to it in NI 45-106;

- (l) "**Grant Date**" means the effective date on which RSUs are awarded to a Participant in accordance with Section 4.5;
- (m) "**NI 45-106**" means National Instrument 45-106 - *Prospectus and Registration Exemptions* or any successor instrument adopted from time to time by the Canadian Securities Administrators;
- (n) "**Notice of Redemption**" notice of redemption of RSUs in the form attached in Schedule A hereto;
- (o) "**Outstanding Shares**" means at the relevant time, the number of issued and outstanding Shares of the Corporation from time to time;
- (p) "**Performance Period**" means a period designated by the Board in accordance with Section 3.2 that commences on the designated Grant Date and ends on December 31 of the third full calendar year commencing after the Grant Date;
- (q) "**Plan Limit**" means the maximum number of Shares that are issuable under the Plan in accordance with Section 4.2;
- (r) "**Policy 4.4**" means TSX Venture Exchange Corporate Finance Policy 4.4 – *Security Based Compensation*;
- (s) "**Redemption Date**" means the date RSUs are being redeemed pursuant to the Notice of Redemption;
- (t) "**Regulatory Approval**" means the approval under Applicable Law of the Exchange and any other regulatory authority or governmental agency that may have lawful jurisdiction over the Plan and any RSUs issued hereunder;
- (u) "**Related Entity**" has the meaning given to it in NI 45-106;
- (v) "**Restricted Share Unit**" or "**RSU**" means a unit equivalent to one Share on the date such unit is credited by means of a bookkeeping entry on the books of the Corporation to a Participant's Account in accordance with the terms and conditions of the Plan;
- (w) "**Retirement**" means the termination of employment of a Participant on or after age sixty- five (65) or any such other age as determined from time to time by the Corporation;
- (x) "**Securities Act**" means the *Securities Act* (British Columbia), as amended from time to time;
- (y) "**Shareholder Approval**" means approval by the Corporation shareholders in accordance with the rules of the Exchange; and
- (z) "**Shares**" means common shares in the capital of the Corporation.

Capitalized terms in this Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policies, including without limitation "Consultant", "Director", "Discounted Market Price", "Employee", "Insider", "Investor Relations Activities", "Investor Relations Service Provider", "Management Company Employee", "Market Price", "Officer", "Participant", "Person", "Security Based Compensation" and "Security Based Compensation Plan".

1.3 Use of Gender and Number

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

1.4 Governing Law

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

2. ESTABLISHMENT OF THE PLAN

2.1 Establishment and Purpose of the Plan

The purpose of the Plan is to assist and encourage Directors, Executive Officers, Employees and Consultants of the Corporation and its Related Entities to work towards and participate in the growth and development of the Corporation and its Related Entities and provide such persons with the opportunity to acquire an ownership interest in the Corporation.

2.2 Effective Date

The Plan was adopted by the Board of Directors on March 19, 2024, and is effective as of the date of Shareholder Approval, April 17, 2024.

2.3 Eligibility

RSUs may be granted hereunder to Eligible Persons from time to time by the Board, subject to the Exchange Policies or any limitations set forth herein, but may not be granted when that grant would be prohibited by or in breach of Applicable Law or any Black Out Period then in effect. RSUs may not be granted to Investor Related Service Providers or any Person employed to provide Investor Relations Activities.

3. ADMINISTRATION

3.1 Delegation

The Board may delegate all or such portion of its powers hereunder as it may determine to a committee of the Board or an individual duly appointed for this purpose by the Board, either indefinitely or for such period of time as it may specify and thereafter 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. If a committee or individual is appointed for this purpose, all references herein to the Board will be deemed to be references to such committee or individual.

3.2 Authority of the Board

- (a) The Board shall 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. Subject to the limitations of the Plan, without limiting the generality of the foregoing, the Board has the power and authority to:
 - (i) determine which Eligible Persons are to be granted RSUs and the number of RSUs to be issued to those Eligible Persons;
 - (ii) determine the terms under which such RSUs are granted including, without limitation, those related to the Performance Period, vesting and forfeiture;

- (iii) interpret the Plan and determine all questions arising out of the Plan and any RSUs granted pursuant to the Plan, which interpretations and determinations will be conclusive and binding on the Corporation and all other affected persons;
 - (iv) prescribe, amend and rescind rules and procedures relating to the Plan;
 - (v) subject to the provisions of the Plan and subject to such additional limitations and restrictions as the Board may impose, delegate to one or more officers of the Corporation some or all of its authority under the Plan; and
 - (vi) employ such legal counsel, independent auditors, third party service providers and consultants as it deems desirable for the administration of the Plan and to rely upon any opinion or computation received therefrom.
- (b) The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Corporation and all other persons, including, in particular and without limitation, the Participants.

4. GRANT OF RSUs

4.1 Grant of RSUs and Account

- (a) Upon the grant of RSUs, the Corporation will provide a Restricted Share Unit grant letter to the Participant, and such Participant will be a participant in the Plan and have the right to receive Shares on the terms set out in the Plan.
- (b) An account ("**Account**") shall be maintained by the Corporation for each Participant and will show the RSUs credited to a Participant from time to time.

4.2 Shares Reserved

- (a) This Plan is a "fixed" 10% Security Based Compensation Plan. The maximum number of Shares which may be reserved for issuance under the Plan at any time shall be 12,776,420 Shares, being 10% of the issued Shares on the date on which Shareholder Approval was obtained, provided that the aggregate number of Shares available for issuance under the Plan may not exceed 10% of the issued Shares at any given time, subject to adjustment under Section 6.1 (the "**Plan Limit**").
- (b) For purposes of determining the number of Shares that remain available for issuance under the Plan, the number of Shares underlying any grants of RSUs that are surrendered, forfeited, waived and/or cancelled shall be added back to the Plan and again be available for future grant, whereas the number of Shares underlying any grants of RSUs that are issued upon exercise of RSUs shall not be available for future grant.
- (c) Any Restricted Share Units previously granted by the Board which are 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.

4.3 Status of Terminated RSUs

For purposes of determining the number of Shares that remain available for issuance under the Plan, the number of Shares underlying any grants of RSUs that are surrendered, forfeited, waived, repurchased by the Corporation and/or cancelled shall be added back to the Plan Limit and again be available for future grant,

whereas the number of Shares underlying any grants of RSUs that are issued shall not be available for future grant.

4.4 Limitations of RSUs to any One Person and to Insiders

- (a) In accordance with the Exchange Policies, unless disinterested Shareholder Approval is obtained (or unless permitted otherwise by the rules of the Exchange):
 - (i) the maximum aggregate number of Shares that may be issuable to any one Participant (and where permitted pursuant to the Exchange Policies, any company that is wholly-owned by the Participant) pursuant to all Security Based Compensation of the Corporation granted or issued within any twelve (12) month period may not exceed 5% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation;
 - (ii) the maximum aggregate number of Shares that may be issuable to Insiders of the Corporation (as a group) pursuant to all Security Based Compensation of the Corporation granted or issued within any twelve (12) month period may not exceed 10% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation; and
 - (iii) the maximum aggregate number of Shares that may be issuable to Insiders of the Corporation (as a group) pursuant to all Security Based Compensation of the Corporation may not exceed 10% of the Outstanding Shares at any point in time.
- (b) Unless otherwise permitted pursuant to the Exchange Policies, the maximum aggregate number of Shares that may be issuable to any Consultant of the Corporation pursuant to all Security Based Compensation of the Corporation granted or issued within any twelve (12) month period may not exceed 2% of the Outstanding Shares calculated on the date of grant of any Security Based Compensation.

4.5 Grant and Vesting of RSUs

- (a) For each calendar year ending after the effective date of the Plan, the Board may designate one or more Performance Periods under the Plan. In respect of each such designated Performance Period and subject to the terms of the Plan, the Board may from time to time establish the Grant Date and grant to any Eligible Person one or more RSUs as the Board deems appropriate. It shall be the responsibility of the Corporation and the Eligible Person to ensure that such Eligible Person is a bona fide Eligible Person.
- (b) The Board shall make all other determinations with respect to the Performance Period as the Board considers in its sole discretion to be necessary or desirable under the Plan, including, without limitation, the date or dates within such Performance Period and such other terms and conditions, if any, on which all or a portion of such RSUs credited to a Participant's Account shall vest, provided that no RSUs may vest when prohibited by or in breach of Applicable Law.
- (c) Except as otherwise provided in a Restricted Share Unit grant letter or any other provision of this Plan and subject to the Exchange Policies, the vesting period and expiry date of all RSUs granted pursuant to Section 4.1 of this Plan will be determined by the Board. If required by the Exchange Policies and subject to early vesting in connection with the death of a Participant or where a Participant ceases to be an Eligible Person in connection with a Change in Control, no RSUs may vest before the date that is one (1) year following the Grant Date.
- (d) All RSUs granted pursuant to this Plan must vest over a period of not less than one (1) year from the Grant Date.

- (e) The Board may, in its sole discretion, determine that RSUs issued under this Plan shall have an exercise price which must be paid in order to exercise vested RSUs, which exercise price must be in accordance with the Exchange Policies, that upon exercise of each RSU, the Corporation shall only be permitted to issue Shares to the Participant, in the manner contemplated under Section 4.8(a)(i).

4.6 Third Party Offer

If an offer to purchase all of the outstanding Shares of the Corporation is made by a third party, the Board may, to the extent permitted by Applicable Law and upon giving each Participant written notice to that effect, effect the acceleration of the vesting of RSUs granted under the Plan. All determinations of the Board under this Section will be final, binding and conclusive for all purposes.

4.7 Change in Control

Upon the occurrence of a Change in Control, all RSUs granted to any Participant who ceases to be an Eligible Person in connection with such Change of Control shall automatically and irrevocably become vested in full.

4.8 Delivery of Shares or Cash

- (a) Vested RSUs may be redeemed by a Participant, in whole or in part, at any time prior to the end of the Performance Period, subject to Black Out Periods, upon delivery of a Notice of Redemption to the Corporation in the form attached hereto as Schedule A. Upon receipt by the Corporation of a Notice of Redemption, the Corporation shall redeem the RSUs required to be redeemed pursuant to the Plan and the Notice of Redemption by:
 - (i) issuing from treasury one Share for each full RSU to be redeemed;
 - (ii) issuing the cash equivalent for each RSU based on the Market Price as of the date of vesting of such RSU; or
 - (iii) any combination of the foregoing, in the sole discretion of the Board.
- (b) Notwithstanding Section 4.8(a), all redemptions under this Section 4.8 in respect of RSUs in Participants' Accounts that have vested in respect of a Performance Period shall be redeemed on or before December 31 of the third full calendar year following the end of the year in which such RSUs were awarded pursuant to Section 4.5.
- (c) Upon delivery of Shares and/or cash in satisfaction of RSUs, such RSUs shall be cancelled from the Participant's Account.
- (d) If the applicable Redemption Date for RSUs occurs during the expiration of a Black Out Period applicable to such Participant, then the Redemption Date for such RSUs shall be extended to the close of business on the tenth business day following the expiration of the Black Out Period.
- (e) With respect to any redemption of RSUs, the Corporation shall not determine whether the payment method shall take the form of cash or Shares, or a combination thereof, until the Notice of Redemption has been received. The Grantee shall not have any right to demand to be paid in, or receive, either Shares or cash in respect of an underlying Restricted Share Unit, at any time. Notwithstanding any election by the Corporation to settle any RSU in either Shares or cash, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made, and the Participant shall not have the right, at any time, to enforce settlement in one form or the other.

4.9 Tax and Withholding Tax

Notwithstanding any other provision contained herein, the Corporation may take such steps as are considered necessary or appropriate for the withholding of any taxes or other amounts which the Corporation is required by any federal, provincial, or local law or regulation whatsoever to withhold in connection with any issuance or delivery of Shares or payment made under this Plan including, without limiting the generality of the foregoing, the withholding of all or any portion of any issuance or delivery of Shares or cash to be made to the Participant, until such time as a Participant has paid the Corporation any amount which the Corporation is required to withhold with respect to such taxes or other amounts. For greater certainty, immediately upon the issuance of any Shares in satisfaction of a Restricted Share Unit, the Corporation shall be entitled to sell on behalf and for the account of a Participant a given number of Shares sufficient to cover any applicable withholding taxes and other amounts to be withheld by the Corporation in connection with the Participant's vested Restricted Share Units. For greater clarity, the circumstances contemplated in this Section shall not result in the alteration of the exercise price of RSUs nor shall supersede the requirements of Policy 4.4.

4.10 Termination of Employment

Subject to Article 4, in the event of:

- (a) the death of a Participant, all unvested RSUs credited to the Participant will vest on the date of the Participant's death. The Shares underlying the RSUs credited to the Participant's Account shall be issued to the Participant's estate as soon as practicable thereafter, provided that the period of time during which the Participant's estate can make a claim pursuant to this Section may not exceed one (1) year from the Participant's death;
- (b) the total disability of a Participant in connection with services provided to the Corporation, if one year has elapsed from the Grant Date of the RSUs, all unvested RSUs credited to the Participant will vest within 60 days following the date on which the Participant is determined to be totally disabled, and the Shares underlying such RSUs credited to the Participant's Account shall be issued to the Participant as soon as practicable thereafter;
- (c) the termination without cause of a Participant or the Retirement of the Participant, all unvested RSUs credited to the Participant will be cancelled on the date of termination. The Shares underlying the vested RSUs credited to the Participant's Account shall be issued to the Participant as soon as practicable thereafter; and
- (d) the termination or resignation of the employment or services of the Participant, prior to the date on which the Participant's RSUs fully vest, for any reason other than death, disability, retirement or termination without cause, then, except as provided for in the RSU grant letter or as determined by the Board, all RSUs will be forfeited by the Participant, and be of no further force and effect, as of the date of termination;

provided that, in any event, any RSUs will terminate not later than 12 months from the date of termination.

4.11 No Compensation for Cancelled RSUs Awards

This Section 4.11 applies regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the RSUs to vest with the Participant. Except as expressly permitted by the Board and the Plan, all RSUs will cease to vest as at the date upon which the Participant ceases to be an Eligible Person. Participants will not be entitled to any compensation in respect of any part of the RSUs which was not vested.

4.12 Non-Transferability of RSUs

All RSUs granted pursuant to this Plan are non-assignable and non-transferable.

5. AMENDMENT

5.1 Amendments

- (a) Subject to the requirements of the Exchange Policies, the provisions of Applicable Law, and the prior receipt of any necessary Regulatory Approval, including Shareholder Approval (if applicable), the Board may in its absolute discretion, amend, suspend or terminate the Plan, or any portion thereof, at any time. Such amendments may include, without limitation:
- (i) minor changes of a "house-keeping nature", including, without limitation, any amendment for the purpose of curing any ambiguity, error or omission in the Plan, or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (ii) amending RSUs under the Plan, including with respect to advancing the date on which any RSU may vest, provided that such amendment does result in the vesting of any RSU before the date that is one (1) year following the date it is granted or issued;
 - (iii) amendments necessary to comply with the provisions of Applicable Law or the applicable rules of the Exchange on which the Shares are then listed, including with respect to the treatment of RSUs granted under the Plan;
 - (iv) amendments respecting the administration of the Plan;
 - (v) amendments necessary to suspend or terminate the Plan; provided that such amendment does not adversely alter or impair any RSU previously granted to a Participant without the consent of such Participant; and
 - (vi) any other amendment, fundamental or otherwise, not requiring Shareholder Approval under Applicable Law or the applicable rules of the Exchange.
- (b) Notwithstanding the foregoing, the Corporation will be required to obtain (i) Shareholder Approval for any amendment related to the following (provided that such Shareholder Approval is then a requirement of the Exchange):
- (i) the eligibility of a Participant in the Plan;
 - (ii) removing or exceeding the limits on participation in the Plan;
 - (iii) increasing the Plan Limit; and
 - (iv) granting additional powers to the Board to amend the Plan without Shareholder Approval.
- (c) Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals.

5.2 Termination

The Board may terminate the Plan at any time in its absolute discretion. If the Plan is so terminated, no further

RSUs shall be granted, but the RSUs then outstanding shall continue in full force and effect in accordance with the provisions of the Plan. For the purposes of this Section 5.2, an amendment does not include an accelerated expiry of an RSU by reason of the fact that a Director, Executive Officer, Employee or Consultant ceases to be a Participant.

6. ADJUSTMENT TO SHARES

6.1 Adjustments

- (a) In the event there is any change in the Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Board in:
 - (i) the number of Shares available under the Plan; and
 - (ii) the number of Shares subject to or underlying any Restricted Share Units.

If the foregoing adjustment shall result in a fractional Share, the fraction shall be disregarded. Any adjustment, other than in connection with a share consolidation or subdivision, will be subject to the prior acceptance of the Exchange.

- (b) Adjustments as they relate to the payment of stock dividends by the Corporation must not exceed the maximum number of Shares issuable as set forth in Section 4.4 of this Plan. In the event Participants are entitled to receive additional RSUs in lieu of stock dividends, and the Corporation does not have sufficient Shares available to satisfy this obligation, the Corporation may make payment in cash to the Participant.
- (c) All adjustments contemplated by this Section shall be conclusive, final and binding for all purposes of the Plan.

6.2 Further Adjustments

Subject to Section 6.1 and Applicable Law, if, because of a proposed merger, amalgamation or other corporate arrangement or reorganization, the exchange or replacement of Shares of the Corporation for those in another corporation is imminent, the Board may, in a fair and equitable manner, determine the manner in which all unvested RSUs and rights granted under the Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such RSUs and the time for the fulfilment of any conditions or restrictions on such vesting. All determinations of the Board under this Section will be final, binding and conclusive for all purposes.

6.3 Limitations

The grant of RSUs under the Plan will in no way affect the Corporation's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

7. GENERAL

7.1 Unfunded and Unsecured Plan

The Plan shall be unfunded and neither the Corporation nor any of its Related Entities will secure the Corporation's obligations under the Plan. To the extent any Participant or their estate holds rights by virtue of

an award of Restricted Share Units under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

7.2 Compliance with Legislation

The Plan, the grant and vesting of RSUs hereunder and the Corporation's obligation to sell and deliver Shares upon vesting of RSUs is subject to Applicable Law and to such Regulatory Approvals as may, in the opinion of counsel to the Corporation, be required. When granting RSUs, the Board shall ensure that no Shares are issued on the vesting of an RSU unless the issuance of such Shares will be exempt from all registration, qualification, and prospectus requirements of securities laws of any jurisdiction and will be permitted under Applicable Law. The Corporation shall not be obliged by any provision of the Plan or the grant of any RSU hereunder to issue, sell or transfer Shares in violation of Applicable Law or any condition of any Regulatory Approval. No RSU shall be granted, and no Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Shares under the securities laws of any jurisdiction and any purported grant of any RSU or issue, sale or transfer of Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Shares pursuant to the Plan unless such Shares shall have been duly listed, upon official notice of issuance, with the Exchange. Shares issued and sold to Participants pursuant to the vesting of RSUs may be subject to limitations on sale or resale under Applicable Law. In particular, if required by Applicable Law, a Restricted Share Unit grant letter may provide that Shareholder Approval to the grant of an RSU must be obtained prior to the vesting of the RSU.

7.3 Non-Exclusivity

Nothing contained in the Plan will prevent the Board from adopting other or additional Security Based Compensation Plans, subject to obtaining prior Regulatory Approval and, if required, Shareholder Approval.

7.4 Employment and Services

Nothing contained in the Plan will confer upon or imply in favour of any Eligible Person or Participant any right with respect to office, employment or provision of services with the Corporation or of any Related Entity or interfere in any way with the right of the Corporation or any Related Entity to lawfully terminate the Eligible Person or Participant's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Eligible Person will be voluntary.

7.5 Change of Status

Unless otherwise provided for herein, a change in the status, office, position, or duties of a Participant from the status, office, position or duties held by such Participant on the date on which an RSU was granted to such Participant will not result in a change in the terms of such RSU provided that such Participant remains an Eligible Person.

7.6 No Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of 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 RSUs or the Shares issued or issuable thereunder or the tax consequences to a Participant. Compliance with Applicable Law as to the disclosure and resale obligations of each Participant is the responsibility of such Participant and not the Corporation.

7.7 Rights as a Shareholder

Nothing contained in the Plan nor in any RSU granted thereunder shall be deemed to give any Participant any

interest or title in or to any Shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than with respect to Shares issued following the vesting of RSUs.

7.8 Discretion of Board

The awarding of RSUs to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Corporation or any of its subsidiaries other than as specifically provided for in the Plan.

7.9 Notices

The form of all communication relating to the Plan shall be in writing and delivered by recognized overnight courier, certified mail, fax, or electronic mail to the proper address or, optionally, to any individual personally. All notices to the Corporation or the Board shall be addressed to: c/o the Corporation at its registered office, Attn: the Chief Financial Officer. All notices to Participants, former Participants, beneficiaries or other persons acting for or on behalf of such persons that are not delivered personally to an individual shall be addressed to such person by the Corporation or its designee at the last address for such person maintained in the records of the Board or the Corporation.

SCHEDULE A
NOTICE OF REDEMPTION
BRIGADIER GOLD LIMITED (the "Corporation")

This Notice of Redemption is made in reference to the Corporation's Restricted Share Unit Plan (the "**Plan**").

Participant Information:

Name: _____

Address: _____

Telephone Number: _____

RSU Information:

Date of Grant: _____

of RSUs to be redeemed for Shares: _____

of RSUs to be redeemed for cash: _____

Registration:

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

Name: _____

Address: _____

Acknowledgment:

1. This Notice of Redemption is subject to the terms and conditions of the Plan.
2. RSUs exercised pursuant to this Notice of Redemption will be priced at the Market Price (as defined in the Plan).

Date

Name

Signature

**SCHEDULE “C”
AUDIT COMMITTEE CHARTER**

CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS OF BRIGADIER GOLD LIMITED

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

I. PURPOSE

The overall purpose of the audit committee (the “**Committee**”) is to provide oversight of Brigadier Gold Limited’s (the “**Company**”) financial management and the design and implementation of an effective system of internal financial controls, to review and report to the Board of Directors (the “**Board**”) on the integrity of the financial statements of the Company, and to oversee, report, and make recommendations to the Board in respect of financial and non-financial risks faced by the Company.

II. PROCEDURES AND ORGANIZATION

- (a) The Committee shall consist of at least three Board members, who are each financially literate¹.
- (b) The Board, at its organizational meeting held in conjunction with each annual general meeting of the shareholders, shall appoint the Committee’s chair (the “**Chair**”) and members of the Committee for the ensuing year. It is desirable that at least one member of the previous Committee be carried over to any newly constituted Committee. Any member may be removed from the Committee or replaced at any time by the Board and shall cease to be a member of the Committee upon ceasing to be a director of the Board.
- (c) The Corporate Secretary of the Company shall be the secretary of the Committee (the “**Secretary**”), unless otherwise determined by the Committee.
- (d) In the absence of the Chair or Secretary at any meeting of the Committee, the members present at the meeting shall appoint one of their members to act as chair of the Committee meeting and shall designate any director, officer or employee of the Company to act as secretary.
- (e) The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak to and hear each other.
- (f) The Committee shall have access to such officers and employees of the Company, to the Company’s independent auditors, and to such information and records of the Company as it considers necessary or advisable in order to perform its duties and responsibilities.
- (g) Meetings of the Committee shall be conducted as follows:
 - i. the Committee shall meet at least four times annually at such times and at such locations as may be requested by the Chair, one of which shall be to review the annual financial statements of the Company and three of which shall be to review the interim financial

1. “financially literate” means the ability to read and understand a set of financial statements that presents a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

statements of the Company. Notice of meetings shall be given to each member not less than 24 hours before the time of the meeting. However, meetings of the Committee may be held without formal notice if all of the members are present and do not object to notice not having been given, or if those absent waive notice in any manner before or after the meeting;

- ii. notice of meeting may be given verbally or by letter, facsimile, email or telephone and need not be accompanied by an agenda or any other material. The notice shall specify the purpose of the meeting;
 - iii. the independent auditors shall receive notice of and be entitled to attend all meetings of the Committee; and
 - iv. management representatives shall be invited to attend meetings as determined by the Committee, with the exception of those meetings deemed by the Committee as executive sessions and private sessions with the independent auditors.
- (h) The independent auditors shall have a direct line of communication to the Committee through its Chair. The Committee, through its Chair, may contact an employee in the Company as it deems necessary, and any employee may bring before the Committee any matter involving questionable, illegal or improper practices or transactions.
- (i) The Committee shall take to the Board at its next regular meeting all such action it has taken since the previous report.
- (j) The Chair shall call and convene a meeting of the Committee at the request of the Chief Executive Officer, a member of the Committee, or the independent auditors of the Company.
- (k) Any matter to be voted upon shall be decided by a majority of the votes cast on the question. In the case of an equality of votes, the Chair shall be entitled to a second or deciding vote.

III. DUTIES AND RESPONSIBILITIES

(a) The general duties and responsibilities of the Committee shall be as follows:

- i. to review the annual (consolidated) financial statements of the Company, including the notes and management discussion and analysis thereto, and recommend whether such financial statements should be approved by the Board;
- ii. to assist the Board in the discharge of its fiduciary responsibilities relating to the Company's accounting principles, reporting practices and internal controls;
- iii. to provide oversight of the management of the Company in designing, implementing and maintaining an effective system of internal controls; and
- iv. to report regularly to the Board on the fulfillment of its duties and responsibilities.

(b) The duties and responsibilities of the Committee as they relate to the independent auditors shall be as follows:

- i. to recommend to the Board a firm of auditors, established by the Committee to be independent, for recommendation to the shareholders of the Company for appointment by the Company;
- ii. to review the fee, scope and timing of the audit and other related services rendered by the independent auditors and recommend to the Board the compensation of the independent auditors;
- iii. to pre-approve all non-audit services to be provided to the Company by the independent auditors or, alternatively, to adopt specific policies and procedures for the engagement of non-audit services; and

- iv. to provide oversight of the work of the independent auditors and then to review with the independent auditors, upon completion of their audit:
 - (1) contents of their report;
 - (2) scope and quality of the audit work performed;
 - (3) adequacy of the Company's financial and auditing personnel;
 - (4) cooperation received from the Company's personnel during the audit;
 - (5) internal resources used;
 - (6) significant transactions outside of the normal business of the Company;
 - (7) significant proposed adjustments and recommendations for improving internal accounting controls, accounting principles or management systems;
 - (8) the non-audit services provided by the independent auditors; and
 - (9) "management" letters and recommendations and management's response and follow-up of any identified issues or weaknesses.

- (c) The duties and responsibilities of the Committee as they relate to the internal control procedures of the Company shall be:
 - i. to review the appropriateness and soundness of the Company's policies and practices with respect to internal auditing, insurance, accounting and financial controls, including through discussions with the Chief Executive Officer and Chief Financial Officer;
 - ii. to review any unresolved issues between management and the independent auditors that could affect financial reporting or internal controls of the Company;
 - iii. to review the appropriateness and soundness of the Company's procedures for the review of the Company's disclosure of financial information extracted or derived from its financial statements;
 - iv. to establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters;
 - v. to establish procedures for the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters; and
 - vi. to periodically review the Company's financial and auditing procedures and the extent to which recommendations made by the staff or by the independent auditors have been implemented.

- (d) The duties and responsibilities of the Committee as they relate to risk management shall be:
 - i. to inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk;
 - ii. to document the material risks that the Company faces and update as events change and risks shift;
 - iii. to assess the steps management has taken to control identified risks to the Company, such as the use of hedging and insurance;

- iv. to review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks);
- v. to submit risk reports to the board and the independent auditors;
- vi. to review the following with management, with the objective of obtaining reasonable assurance that financial risk is being effectively managed and controlled:
 - (1) management's tolerance for financial risks;
 - (2) management's assessment of significant financial risks facing the Company; and
 - (3) the Company's policies, plans, processes and any proposed changes to those policies for controlling significant financial risks;

and
- vii. to review with the Company's counsel legal matters which could have a material impact on the financial statements.

(e) Other responsibilities of the Committee shall be:

- i. to review the Company's quarterly statements of earnings, including the impact of unusual items and changes in accounting principles and estimates and the associated management discussion and analysis;
- ii. to review, appraise and report to the Board on difficulties and problems with regulatory agencies which are likely to have a significant financial impact;
- iii. to review any earnings press releases before the Company publicly discloses such information;
- iv. to review the appropriateness of the accounting policies used in the preparation of the Company's financial statements, and consider recommendations for any material change to such policies;
- v. to review and approve the hiring policies of the Company regarding employees and former employees of the present and former independent auditors of the Company;
- vi. to review with the Company's counsel legal matters which could have a material impact on the financial statements;
- vii. to determine that the Company has implemented adequate internal controls to ensure compliance with legal, ethical and regulatory requirements and that these controls are operating effectively; and
- viii. to develop a calendar of activities to be undertaken by the Committee for each ensuing year and to submit the calendar in the appropriate format to the Board.

(f) In the carrying out of its responsibilities, the Committee has the authority:

- i. to engage independent counsel and other advisors at the expense of the Company, as may be appropriate in the determination of the Committee;
- ii. to set and pay the compensation for any advisors employed by the Committee; and

- iii. to communicate directly with the internal and external auditors.
- (g) The Committee may delegate to one or more independent members the authority to pre-approve non-audit services, so long as the pre-approval is presented to the full Committee at its first scheduled meeting following such pre-approval.