

# 2024 MANAGEMENT INFORMATION CIRCULAR EMERITA RESOURCES CORP.

## ABOUT THE SHAREHOLDER MEETING

June 28, 2024

THIS MANAGEMENT INFORMATION CIRCULAR (“CIRCULAR”) IS FURNISHED IN CONNECTION WITH THE SOLICITATION OF PROXIES BY THE MANAGEMENT OF EMERITA RESOURCES CORP. (THE “CORPORATION”) FOR USE AT AN ANNUAL AND SPECIAL MEETING (THE “MEETING”) OF SHAREHOLDERS (THE “SHAREHOLDERS”) OF THE CORPORATION TO BE HELD AT THE TIME AND PLACE AND FOR THE PURPOSES SET FORTH IN THE ATTACHED NOTICE OF THE MEETING (THE “NOTICE”). ONLY SHAREHOLDERS OF RECORD AT THE CLOSE OF BUSINESS ON JUNE 28, 2024 (THE “RECORD DATE”) ARE ENTITLED TO RECEIVE NOTICE OF AND VOTE AT THE MEETING AND ANY ADJOURNMENT(S) OR POSTPONEMENT(S) THEREOF.

### MEETING INFORMATION

The Meeting is being held in a virtual only format, which will be conducted via live audio webcast, to allow a broader base of Shareholders to participate regardless of their location. The Meeting will be held on August 9, 2024 at 10:00 a.m. (Toronto time) virtually via live audio webcast online at <https://virtual-meetings.tsxtrust.com/en/1690>. The password is “emerita2024”. Registered Shareholders of the Corporation (“Registered Shareholders”) and duly appointed proxyholders will be able to attend, participate and vote at the Meeting. Non-registered Shareholders (“Non-Registered Holders”) who have not duly appointed themselves as proxyholders may attend the Meeting as guests. Guests will not be able to vote at the Meeting. Registered Shareholders and duly appointed proxyholders who participate at the Meeting online will be able to listen to the Meeting, ask questions and vote, all in real time, provided they are connected to the internet and comply with all of the requirements set out below under “Voting Information”. Non-Registered Holders who have not duly appointed themselves as proxyholders may still attend the Meeting as guests. Guests will be able to listen to the Meeting but will not be able to vote at the Meeting. See “Voting Information – Voting at the Meeting” below. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by the Corporation’s investor relations group by telephone, and by officers and directors of the Corporation (but not for additional compensation). The costs of solicitation will be borne by the Corporation. In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“NI 54-101”), arrangements have been made with brokerage houses and other intermediaries to forward solicitation materials to the beneficial owners of common shares of the Corporation (the “Common Shares”) held of record by such persons and the Corporation may reimburse such persons for reasonable fees and disbursements incurred by them in doing so. Unless otherwise specified, information contained in this Circular is given as of June 28, 2024 and, unless otherwise specified, all amounts shown represent Canadian dollars.

### APPOINTMENT, REVOCATION AND DEPOSIT OF PROXIES

The persons named in the enclosed instrument of proxy are officers and directors of the Corporation who have been selected by the directors of the Corporation and have indicated their willingness to represent as proxies the Shareholders who appoint them.

**A SHAREHOLDER HAS THE RIGHT TO DESIGNATE OR APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR HIM OR HER AND ON HIS OR HER BEHALF AT THE MEETING OTHER THAN THE PERSONS DESIGNATED IN THE ENCLOSED INSTRUMENT OF PROXY.**

Such right may be exercised by striking out the names of the persons designated in the instrument of proxy and by inserting in the blank space provided for that purpose the name of the desired person or company or by completing another proper instrument of proxy and, in either case,

depositing the completed and executed proxy with the registrar and transfer agent of the Corporation, TSX Trust Company at 100 Adelaide Street West, Suite 301, Toronto, Ontario, M5H 4H1, no later than 10:00 a.m. (Toronto time) on August 7, 2024 or at least 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment(s) or postponement(s) thereof.

A Shareholder forwarding the enclosed form of proxy may indicate the manner in which the appointee is to vote with respect to any specific item by checking the appropriate space. If the Shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the space opposite the item is to be left blank. The shares represented by the proxy submitted by a Shareholder will be voted in accordance with the directions, if any, given in the proxy.

A Shareholder who has given a proxy may revoke it at any time in so far as it has not been exercised. A proxy may be revoked, as to any matter on which a vote shall not already have been cast pursuant to the authority conferred by such proxy, by instrument in writing executed by the Shareholder or by his attorney authorized in writing or, if the Shareholder is a body corporate, by a duly authorized officer, attorney or representative thereof and deposited with the registrar and transfer agent of the Corporation, TSX Trust Company at 100 Adelaide Street West, Suite 301, Toronto, Ontario, M5H 4H1 at least 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment(s) or postponement(s) thereof, at the registered office of the Corporation at any time prior to 5:00 p.m. (Toronto time) on the last business day preceding the day of the Meeting or any adjournment(s) or postponement(s) thereof or with the Chairman of the Meeting on the day of the Meeting or any adjournment(s) or postponement(s) thereof, and upon any of such deposits the proxy is revoked. A proxy may also be revoked in any other manner permitted by law. The Corporation's registered office is located at 36 Lombard Street, Floor 4, Toronto, Ontario, M5C 2X3.

#### **MANNER OF VOTING AND EXERCISE OF DISCRETION BY PROXIES**

The persons named in the enclosed instrument of proxy will vote or withhold from voting the Common Shares in respect of which they are appointed in accordance with the direction of the Shareholders appointing them and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares shall be voted accordingly.

**WHERE NO CHOICE IS SPECIFIED, THE PROXY WILL CONFER DISCRETIONARY AUTHORITY AND WILL BE VOTED FOR EACH OF THE MATTERS IDENTIFIED IN THE NOTICE AND DESCRIBED IN THIS CIRCULAR. THE ENCLOSED FORM OF PROXY ALSO CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE WITH RESPECT TO ANY AMENDMENTS OR VARIATIONS TO THE MATTERS IDENTIFIED IN THE NOTICE OF MEETING AND WITH RESPECT TO OTHER MATTERS WHICH MAY PROPERLY COME BEFORE THE MEETING IN SUCH MANNER AS SUCH NOMINEE IN THEIR JUDGMENT MAY DETERMINE. AS OF THE DATE OF THIS CIRCULAR, MANAGEMENT OF THE CORPORATION KNOWS OF NO SUCH AMENDMENTS, VARIATIONS OR OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THE MATTERS REFERRED TO IN THE NOTICE.**

#### **VOTING INFORMATION – VOTING AT THE MEETING**

**If you are a Registered Shareholder and unable to attend the Meeting, please exercise your right to vote by: (a) completing, dating, signing and returning the form of proxy in the enclosed proxy return envelope to TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario, Canada, M5H 4H1, (b) logging on to [www.voteproxyonline.com](http://www.voteproxyonline.com) and entering your control number, or (c) faxing the completed form of proxy to (416) 595-9593. A completed proxy must be received at TSX Trust Company no later than 10:00 a.m. (Toronto time) on August 7, 2024 or at least 48 hours (excluding Saturdays, Sundays and holidays) preceding any adjournment of the Meeting.**

The Meeting will be hosted virtually via live audio webcast at:

<https://virtual-meetings.tsxtrust.com/en/1690>

Password: emerita2024

Registered Shareholders entitled to vote at the Meeting may attend and vote at the Meeting virtually by following the steps listed below:

1. Type in <https://virtual-meetings.tsxtrust.com/en/1690> on your browser at least 15 minutes before the Meeting starts.
2. Click on "I have a control number".
3. Enter your 12-digit control number (on your proxy form).
4. Enter the password: emerita2024 (case sensitive).
5. When the ballot is opened, click on the "Voting" icon. To vote, simply select your voting direction from the options shown on screen and click Submit. A confirmation message will appear to show your vote has been received.

Beneficial Shareholders entitled to vote at the Meeting may vote at the Meeting virtually by following the steps listed below:

1. Appoint yourself as proxyholder by writing your name in the space provided on the form of proxy or VIF.
2. Sign and send it to your intermediary, following the voting deadline and submission instructions on the VIF.
3. Obtain a control number by contacting TSX Trust Company by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the "Request for Control Number" form, which can be found in Schedule "C" hereto or at [tsxtrust.com/resource/en/75](https://tsxtrust.com/resource/en/75).
4. Type in <https://virtual-meetings.tsxtrust.com/en/1690> on your browser at least 15 minutes before the Meeting starts.
5. Click on "I have a control number".
6. Enter the control number provided by [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com)
7. Enter the password: emerita2024 (case sensitive).
8. When the ballot is opened, click on the "Voting" icon. To vote, simply select your voting direction from the options shown on screen and click Submit. A confirmation message will appear to show your vote has been received. If you are a Registered Shareholder and you want to appoint someone else (other than the Management nominees) to vote online at the Meeting, you must first submit your proxy indicating who you are appointing. You and your appointee must then register with TSX Trust in advance of the Meeting by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the "Request for Control Number" form, which can be found in Schedule "C" hereto or at <https://tsxtrust.com/resource/en/75>. If you are a non-registered Shareholder and want to vote online at the Meeting, you must appoint yourself as proxyholder and register with TSX Trust in advance of the Meeting by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the "Request for Control Number" form, which can be found here <https://tsxtrust.com/resource/en/75>.

Guests can also listen to the Meeting by following the steps below:

1. Type in <https://virtual-meetings.tsxtrust.com/en/1690> on your browser at least 15 minutes before the Meeting starts. Please do not do a Google Search. Do not use Internet Explorer.
2. Click on "I am a Guest".  
If you have any questions or require further information with regard to voting your common shares, please contact TSX Trust Company toll-free in North America at 1-866-600-5869 or by email at [tsxtis@tmx.com](mailto:tsxtis@tmx.com). If you attend the Meeting online, it is important that you are connected to the internet at all times during the Meeting. It is your responsibility to ensure connectivity for the duration of the Meeting. You should not use Internet Explorer as a

browser due to technical incompatibilities and should allow ample time to check into the Meeting online and complete the related procedure.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

Shareholders who do not hold their Common Shares in their own name (“Beneficial Shareholders”) are advised that only shareholders whose names appear on the records of the Corporation as the registered holders of Common Shares or duly appointed proxyholders can be recognized and permitted to vote at the Meeting. Most shareholders of the Corporation are “non-registered” shareholders because the Common Shares they own are not registered in their names but instead are registered in the name of a nominee, such as a brokerage firm through which they purchased the shares, a bank, trust company, trustee or administrator of self-administered RRSP’s, RRIF’s, RESP’s and similar plans, or a clearing agency such as The Canadian Depository for Securities Limited (a “Nominee”). If you purchased your Common Shares through a broker, you are likely an unregistered holder. In accordance with securities regulatory policy, the Corporation has distributed copies of the Meeting materials, being the Notice, this Circular and the form of proxy, to all Nominees for distribution to Beneficial Shareholders.

NI 54-101 – requires Nominees to forward the Meeting materials to Beneficial Shareholders to seek their voting instructions in advance of the Meeting. Shares held by Nominees can only be voted in accordance with the instructions of the Beneficial Shareholder. The Nominees often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Nominee in order to ensure that your Common Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the form of proxy provided directly to registered Shareholders by the Corporation. However, its purpose is limited to instructing the registered Shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder.

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

In addition, Canadian securities legislation now permits the Corporation to forward Meeting materials directly to “non objecting beneficial owners”. If the Corporation or its agent has sent these materials directly to you (instead of through a Nominee), your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Nominee holding such securities on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Nominee holding such securities on your behalf) has assumed responsibility for: (i) delivering these materials to you; and (ii) executing your proper voting instructions.

All references to Shareholders in this Circular and the accompanying instrument of proxy and Notice are to Shareholders of record unless specifically stated otherwise.

### **APPROVAL OF MATTERS**

Unless otherwise noted, approval of matters to be placed before the Meeting is by an “ordinary resolution”, which is a resolution passed by a simple majority (50% plus 1) of the votes cast by Shareholders of the Corporation entitled to vote and present in person or represented by proxy at the Meeting.

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

Management is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer or any associate or affiliate of any of the foregoing in any matter to be acted on at the Meeting other than the election of directors, appointment of auditors, the re-approval of the Corporation's Stock Option Plan or the approval of the RSU/DSU Plan.

## VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized capital of the Corporation consists of an unlimited number of Common Shares. As of the Record Date, the Corporation has 247,355,968 Common Shares issued and outstanding. To the knowledge of the directors and officers of the Corporation, as at the Record Date, there are no shareholders who beneficially own, directly or indirectly, or exercise control or direction over, voting securities carrying more than 10% of the voting rights attached to the voting securities of the Corporation as of the date hereof.

## BUSINESS OF THE MEETING

---

Other than in respect of the election of directors, re-approval of the Stock Option Plan, approval of the RSU/DSU Plan and as otherwise disclosed herein, no informed person (as such term is defined under applicable securities laws) of the Corporation or Nominee (and each of their associates or affiliates) has had any direct or indirect material interest in any transaction involving the Corporation since October 1, 2022 or in any proposed transaction which has materially affected or would materially affect the Corporation or its subsidiaries.

### Financial Statements

The (i) financial statements for the financial year ended September 30, 2023, together with the auditor's report thereon, and (ii) the unaudited condensed interim consolidated financial statements for the six months ended March 31, 2024, will be presented to Shareholders for review at the Meeting and were mailed to Shareholders with the Notice of Meeting and this Circular. No vote by the Shareholders is required with respect to this matter.

### Appointment of Auditors

Unless authority to do so is withheld, the persons named in the accompanying proxy intend to vote for the appointment of McGovern Hurley LLP as auditors of the Corporation until the close of the next annual meeting of Shareholders and to authorize the directors to fix their remuneration. McGovern Hurley LLP have been the auditors of the Corporation since January 8, 2013.

The following table sets out the audit and audit-related fees billed by the Corporation's auditors for the years ended September 30, 2022 and 2023.

Service	2023	2022
Audit Fees	\$98,601	\$94,306
Audit-Related Fees	Nil	Nil
Tax Fees	\$45,743	\$9,095
Other Fees	Nil	Nil
<b>Total:</b>	<b>\$144,344</b>	<b>\$103,401</b>

For additional information about the Corporation's auditors and the Audit Committee (as defined below), please refer to the section "Audit Committee".

## **Stock Option Plan**

The Corporation's stock option plan (the "Stock Option Plan") is designed to advance the interests of the Corporation by encouraging employees, officers and consultants to have equity participation in the Corporation through the acquisition of Common Shares. Accordingly, the Corporation has adopted the Stock Option Plan, which was re-approved by the shareholders of the Corporation at its last annual and special meeting of Shareholders held on May 31, 2023.

A copy of Stock Option Plan is attached at Schedule "A" hereto. The following is a summary of the terms of the proposed Stock Option Plan, which is qualified in its entirety by the provisions of the Stock Option Plan.

The Stock Option Plan is a "rolling" stock option plan under the policies of the TSX Venture Exchange ("TSXV" or the "Exchange") as under the Stock Option Plan the Corporation is authorized to grant stock options of up to 10% of its issued and outstanding Common Shares at the time of the stock option grant, from time to time, with or without vesting provisions. As of the Record Date, there is an aggregate of 22,925,000 stock options outstanding under the Corporation's existing stock option plan, which represents approximately 9.27% of the total issued and outstanding Common Shares.

Directors, officers, employees and certain consultants are eligible to receive stock options under the Stock Option Plan. Upon the termination of an optionholder's engagement with the Corporation, the stock options held by such optionholder will be cancelled 90 days following such optionholder's termination from the Corporation. Stock options granted under the Stock Option Plan are not assignable.

The terms and conditions of each option granted under the Stock Option Plan will be determined by the Board upon the recommendation of the Compensation Committee (as defined below). Stock options will be priced in the context of the market and in compliance with applicable securities laws and the Exchange guidelines. Vesting terms will be determined at the discretion of the Board on the recommendation of the Compensation Committee. The Board shall also determine the term of stock options granted under the Stock Option Plan, provided that no stock option shall be outstanding for a period greater than five years.

The Board believes that except for certain material changes to the Stock Option Plan it is important that the Board has the flexibility to make changes to the Stock Option Plan without shareholder approval, include appropriate adjustments to outstanding options in the event of certain corporate transactions, the addition of provisions requiring forfeiture of options in certain circumstances, specifying practices with respect to applicable tax withholdings and changes to enhance clarity or correct ambiguous provisions.

The Stock Option Plan does not provide for the transformation of stock options granted under the Stock Option Plan into stock appreciation right involving the issuance of securities from the treasury of the Corporation.

The Corporation will not provide financial assistance to any optionholder to facilitate the exercise of options under the Stock Option Plan.

The Corporation is required to obtain the approval of its Shareholders of any stock option plan that is a "rolling" plan yearly at the Corporation's annual meeting of Shareholders. Accordingly, at the Meeting, Shareholders will be asked to approve the following ordinary resolution approving the Stock Option Plan:

“BE IT RESOLVED THAT:

1. the Stock Option Plan of Emerita Resources Corp. (the “Corporation”), as described in the management information circular of the Corporation dated June 28, 2024, is hereby approved; and
2. any director or officer of the Corporation is hereby authorized to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the true intent of these resolutions.”

**The Board recommends that the Shareholders vote in favour of the re-approval of the Corporation’s Stock Option Plan. PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE RE-APPROVAL OF THE STOCK OPTION PLAN UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.**

### **RSU/DSU Plan**

The Corporation intends to implement an RSU/DSU Plan for certain eligible participants but subject to TSXV approval. A copy of the RSU/DSU Plan is attached at Schedule “D” hereto.

The following is a summary of the terms of the proposed RSU/DSU Plan, which is qualified in its entirety by the provisions of the RSU/DSU Plan.

The Board may at any time authorize the granting to eligible participants (“Participants”) the number of RSUs and/or DSUs (collectively, “Awards”) that it shall designate, subject to the provisions of the RSU/DSU Plan. Each grant of an Award shall specify the Performance Period and the Performance Conditions (as defined in the RSU/DSU Plan) (if any), both as defined in the RSU/DSU Plan, attached to it, and the Vesting Date, as defined in the RSU/DSU Plan, applicable to the Awards. Each Award represents the right for the Participant to receive, on vesting, either one (1) Common Share or a cash payment equal to the equivalent thereof, which shall be at the Board’s sole and absolute discretion, subject to the provisions of the RSU/DSU Plan.

The purpose of the RSU/DSU Plan is to secure for the Corporation and its shareholders the benefits of incentive inherent in share ownership by the employees, consultants, officers and directors of the Corporation and its Affiliates who, in the judgment of the Board, will be largely responsible for its future growth and success.

The aggregate number of Common Shares that may be reserved for issuance under the RSU/DSU Plan is limited to 19,800,000 Common Shares.

The following limits apply to the operation of the RSU/DSU Plan:

- a. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation of the Corporation granted or issued in any 12-month period to any one Eligible Consultant (as defined in the RSU/DSU Plan) shall not exceed 2% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to such Eligible Consultant;
- b. unless the Corporation has obtained the requisite approval of disinterested Shareholders:
  - i. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued in any 12-month period to any one person shall not exceed 5% of the total number of issued and outstanding

Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to such person;

- ii. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued to insiders as a group shall not exceed 10% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis at any point in time; and
  - iii. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued in any 12-month period to Insiders (as defined in the RSU/DSU Plan) as a group shall not exceed 10% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to any insider; and
- c. Awards may not be granted under the RSU/DSU Plan to persons retained to provide Investor Relations Activities (as defined in the RSU/DSU Plan).

Each Award granted to a Participant shall be evidenced by an Award Grant Agreement (as defined in the RSU/DSU Plan) with terms and conditions consistent with the RSU/DSU Plan and as approved by the Board (which terms and conditions need not be the same in each case and may be changed from time to time, subject to the RSU/DSU Plan, and any required approvals of the changes by the TSXV or such other exchange or exchanges on which the Common Shares are then traded).

The Board may, in its sole discretion, determine the time at which Awards shall vest and whether there shall be any other Performance Conditions or criteria to vesting, subject to the provisions of the RSU/DSU Plan. In the absence of any determination by the Board to the contrary at the time of grant, Awards will vest in one half (1/2) increments namely: (i) as to ½ of the Awards on the day which is the first anniversary of the grant date of the Award; and (ii) as to the remaining ½ of the Awards on the day which is the second anniversary of the grant date of the Award. The authority of the Board in respect of vesting of Awards under the RSU/DSU Plan is subject to Section 4.6 of TSXV Policy 4.4, whereby no Award may vest before the first anniversary of the grant date of such Award, subject to acceleration in certain circumstances pursuant to the provisions of the RSU/DSU Plan. Upon the Vesting Date, and subject to the provisions of the RSU/DSU Plan, RSUs shall be settled by the Corporation by a payment to the Participant in cash or in Common Shares.

Once vested in accordance with the applicable Vesting Date, and subject to the provisions of the RSU/DSU Plan, DSUs shall be settled by the Corporation by a payment to the Participant in cash or in Common Shares upon the earlier of the death, Eligible Retirement (as defined in the RSU/DSU Plan) or Termination (as defined in the RSU/DSU Plan) of the Participant.

Following receipt of payment by the Participant, the Awards so settled shall be of no value whatsoever and shall be struck from the Participant's notional account.

Subject to any contrary determination by the Board (including by the terms of the applicable Award Grant Agreement), upon the death, Eligible Retirement or Termination (for any reason whatsoever) of a Participant:

- a. any vested Award held by such Participant at the date of death, Eligible Retirement or Termination, which has not yet been settled, shall be settled within thirty (30) days of such date; and
- b. any unvested Award held by such Participant at the date of death, Eligible Retirement or Termination shall be terminated as of such date and shall not thereafter entitle such Awardee or its estate or legal representative, as applicable, to any Common Shares or cash payment.

For greater certainty, if a RSU has Performance Conditions attached to it which remain unsatisfied at the date of death, Eligible Retirement or Termination of the applicable Participant, the RSU shall be deemed to not have vested.

Any determination made by the Board shall be made in accordance with the policies of the TSXV, including without limitation, that all Awards must expire within a reasonable period, not exceeding twelve (12) months, following the date such Participant ceases to be an eligible Participant in accordance with the RSU/DSU Plan.

Notwithstanding any other provision in the RSU/DSU Plan but subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control (as defined in the RSU/DSU Plan), all issued and outstanding Awards shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board, in its absolute discretion, prior to the time such Change of Control takes place.

Except in the case of a transaction that is a Change of Control, subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if the Corporation amalgamates with, or is the subject of an arrangement with, another corporation, any Common Shares receivable on the vesting of an Award shall, instead, become the right to receive the securities, property or cash which the Participant would have received upon such amalgamation or arrangement if the Participant had settled his, her or its Award immediately prior to the record date applicable to such amalgamation or arrangement, and shall be adjusted equitably and appropriately by the Board. Prior to agreeing to any such amalgamation or arrangement, the Board shall take all such steps as are necessary to ensure that such other corporation honours this provision of the RSU/DSU Plan and the requirement that vested Awards be settled as aforementioned.

The Board, at its sole discretion, may elect to credit, as a bonus for services rendered in the calendar year containing the payment date for cash dividends paid on Common Shares, a Participant with additional Awards, pursuant to the RSU/DSU Plan.

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, suspend or terminate the RSU/DSU Plan or any Award granted under the RSU/DSU Plan in any manner it may choose, provided that:

- a. any amendment to the RSU/DSU Plan or any Award requires prior acceptance of the TSXV, unless such amendment imposes additional Performance Conditions;
- b. if any amendment in respect of an Award will result in a benefit to an Insider, approval of disinterested Shareholders is required;
- c. if any amendment will result in the limits set out in the RSU/DSU Plan being exceeded, approval of disinterested Shareholders is required; and
- d. any amendment, suspension or termination is in accordance with applicable laws and the rules of any other stock exchange on which the Common Shares are listed.

If the RSU/DSU Plan is terminated, the provisions of the RSU/DSU Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the RSU/DSU Plan, the Board shall remain able to make such amendments to the RSU/DSU Plan or the Awards as they would have been entitled to make if the RSU/DSU Plan were still in effect.

The resolution to approve the RSU/DSU Plan is an ordinary resolution that requires approval by a simple majority of the votes cast (in person or proxy) at the Meeting in accordance with the TSXV requirements.

Accordingly, at the Meeting, Shareholders will be asked to approve the following ordinary resolution approving the RSU/DSU Plan:

“BE IT RESOLVED THAT:

1. the RSU/DSU Plan of the Corporation, as described in the management information circular of the Corporation dated June 28, 2024, is hereby approved in its entirety;
2. the RSU/DSU Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities (including the TSXV) without requiring further approval of the shareholders of the Corporation;
3. the Corporation be and is hereby authorized to grant Awards pursuant to and subject to the terms and conditions of the RSU/DSU Plan;
4. the aggregate number of Common Shares that may be reserved for issuance under the RSU/DSU Plan is fixed and limited to 19,800,000 Common Shares;
5. the Corporation be authorized to abandon or terminate all or any part of the RSU/DSU Plan if the Board deems it appropriate and in the best interest of the Corporation to do so; and
6. any director or officer of the Corporation is hereby authorized to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the true intent of these resolutions.”

**The Board recommends that the Shareholders vote in favour of the approval of the Corporation’s RSU/DSU Plan. PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE RSU/DSU PLAN UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.**

### **Election of Directors**

The Board currently consists of six directors. The Corporation has nominated six persons (the “**Nominees**”) for election as directors of the Corporation, who will hold office until the next annual meeting of the Corporation or until his or her successor is elected or appointed. At the Meeting, Shareholders will be asked to elect these Nominees as directors of the Corporation. **The persons named in the enclosed form of proxy intend to vote for the election of the Nominees. Management does not contemplate that any of the Nominees will be unable to serve as a director.**

As the Corporation has adopted a Majority Voting Policy, the process for voting for election of each director will be by individual voting and not by slate. The Shareholders can vote for or withhold from voting on the election of each director on an individual basis. See “About the Board” for more information on our Majority Voting Policy.

### *Director Profiles*

Each of the six nominated directors is profiled below, including his or her background and experience, committee memberships, share ownership and other public company directorships. All of the director nominees were elected as directors by the Shareholders at the last annual meeting.

**DAVID GOWER**  
**ONTARIO, CANADA**

**DIRECTOR SINCE JANUARY 8, 2013**

Mr. Gower, the CEO of the Corporation, has over 25 years of experience in exploration with Falconbridge Limited (now Glencore) where he was a member of the senior operating team responsible for mining projects. Mr. Gower has led exploration teams responsible for brownfield discoveries at Raglan and Sudbury, Matagami, Falcondo (Dominican Republic), and greenfield discoveries at Araguaia in Brazil, Kabanga in Tanzania and significant increases in known resources at Kabanga in Tanzania and El Pilar in Mexico. He is presently the President of Brazil Potash Corp., which has discovered the largest and highest grade potash deposit found to date in Brazil. He has been a Director of Alamos Gold since 2009.

Shareholdings: 2,764,405 Common Shares

Other Public Company Boards: Alamos Gold Inc.  
Lithium Ionic Corp.

Committee Memberships: None.

**MARILIA BENTO**  
**ONTARIO, CANADA**

**DIRECTOR SINCE OCTOBER 31, 2012**

Marilia Bento has over 20 years of experience in the financial industry and Canadian capital markets with diverse investment industry experience. Some of Ms. Bento's previous positions include Vice President of Corporate Development for Brazil Potash from 2013 to 2016 and Apogee Silver from 2010 to 2013. Ms. Bento was a senior partner and Head of Equity Capital Markets Canada at Macquarie Capital Markets Canada Ltd. (formerly Orion Securities Inc.) for over 14 years and was directly involved in the successful execution of over 1,000 financings representing over \$46 billion of Equity. Marilia was on the board of directors of Orion Securities Inc.

Shareholdings: 999,000 Common Shares

Other Public Company Boards: None

Committee Memberships: Audit Committee and Compensation Committee

**JOAQUIN MERINO**  
**SEVILLE, SPAIN**

**DIRECTOR SINCE JANUARY 8, 2013**

Mr. Merino, the President of the Corporation, is a professional geologist with 19 years of experience in the mining industry. He was previously Vice President, Exploration for Primero Mining Corp. and before that Vice President Exploration for Apogee Minerals Ltd. From 2003 to 2006, Mr. Merino was the exploration manager for Placer Dome at Porgera Mine and prior to that chief mine geologist at Hecla Mining's La Camorra mine. Mr. Merino has extensive international experience in South America, Europe and Asia-Pacific regions. Mr. Merino holds a Masters Degree in Sciences from Queens University (Ontario), and a Bachelors Degree in Geology from the University of Seville (Spain). Mr. Merino is a member of the Association of Professional Geoscientists of Ontario.

Shareholdings: 2,089,550 Common Shares

Other Public Company Boards: Western Metallica Resources Corp.

Committee Memberships: None

**CATHERINE STRETCH**  
**ONTARIO, CANADA**

**DIRECTOR SINCE DECEMBER 9, 2013**

Catherine Stretch is Vice President, Corporate Affairs at Troilus Gold Corp., a TSX listed advanced stage exploration and development company focused on the mineral expansion and potential mine re-start of the former gold and copper Troilus mine in Quebec. From 2015 to 2019, Catherine was Chief Commercial Officer of Aguia Resources Limited, an ASX and TSX Venture listed company developing phosphate and copper assets in Brazil. She has 20 years of experience in capital markets with a particular focus on the formation, development and operation of resource companies and was previously a partner and the Chief Operating Officer of a Canadian investment firm which had \$1 billion in assets under management. She is also currently a Director of CSE listed Replenish Nutrients Holding Corp. Ms. Stretch has a Bachelor of Arts In Economics and History from Western University and a Masters of Business Administration from the Schulich School of Business at York University.

Shareholdings: 1,597,682 Common Shares

Other Public Company Boards: Replenish Nutrients Holding Corp.

Committee Memberships: Audit Committee and Compensation Committee

**LAWRENCE GUY**  
**ONTARIO, CANADA**

**DIRECTOR SINCE OCTOBER 25, 2018**

Larry Guy is a Managing Director with Next Edge Capital focused on driving the business forward via strategic partnerships, corporate development, and new products. Previously, Mr. Guy was a Vice President with Purpose Investments having joined the firm in its infancy and saw vast growth prior to his departure. Prior to Purpose, Mr. Guy was a Portfolio Manager with Aston Hill Financial Inc. Prior to Aston Hill Larry Guy was Chief Financial Officer and Director of Navina Asset Management Inc., a company he co-founded that was subsequently acquired by Aston Hill Financial Inc. Mr. Guy holds a BA (Economics) degree from the University of Western Ontario and is a Chartered Financial Analyst.

Shareholdings: 3,821,338

Other Public Company Boards:

Halcones Precious Metals Corp.  
Nobel Resources Corp.  
Lithium Ionic Corp.

Committee Memberships: Audit Committee

**MICHAEL JONES**  
**SURREY, UNITED KINGDOM**

**DIRECTOR SINCE MAY 7, 2021**

Mr. Jones has over 30 years' experience in the mining and metals industries. He has a technical background and worked internationally as a geologist before moving into financial services where he has spent more than 25 years. During this period he has worked on a broad variety of mining projects and companies, completing due diligence and structuring financing facilities across a range of projects, commodities and jurisdictions. Michael is currently a Director with Taurus Funds

Management, and before this was the head of the resource finance team for Investec Bank in London. He has also worked for UniCredit Bank and Societe Generale in their mine finance teams. Michael holds a BSc (Hons) in Applied Geology from the University of Leicester and an MBA in Mineral Resources Management from the University of Dundee.

Shareholdings: 50,000

Other Public Company Boards: None

Committee Memberships: None

#### *Other Information about the Director Nominees*

No proposed director of the Corporation (a) is, or within ten years prior to the date hereof has been, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; (b) no proposed director of the Corporation (i) is, or within ten years prior to the date hereof has been, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within 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 the proposed director; and (c) no proposed director has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

## **CORPORATE GOVERNANCE**

---

The Corporation and the Board recognize the importance of corporate governance in effectively managing the Corporation, protecting employees and shareholders, and enhancing shareholder value.

The Board fulfills its mandate directly at regularly scheduled meetings or as required. The directors are kept informed regarding the Corporation's operations at regular meetings and through reports and discussions with management on matters within their particular areas of expertise. Frequency of meetings may be increased and the nature of the agenda items may be changed depending upon the state of the Corporation's affairs and in light of opportunities or risks that the Corporation faces.

The Corporation believes that its corporate governance practices are in compliance with applicable Canadian requirements for TSX Venture Exchange listed issuers. The Corporation is committed to monitoring governance developments to ensure its practices remain current and appropriate.

### **Ethical Business Conduct**

The Board is apprised of the activities of the Corporation and ensures that it conducts such activities in an ethical manner. The Board has adopted a written code of business conduct and ethics pursuant to which the Corporation promotes an overall culture of ethical business conduct by requiring compliance with applicable laws, rules and regulations; providing guidance to consultants, officers and directors to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary actions for violations of ethical business conduct. In particular, the Board ensure that directors exercise independent judgement in considering transactions and certain activities of the Corporation by holding in camera sessions of independent directors, when applicable, and by having each director declare his or her interest in a particular transaction and abstaining from voting on such matters, where applicable.

## **ABOUT THE BOARD**

---

### **Independence of the Board**

The Board is currently comprised of six members; their independence is as follows:

<b>Director</b>	<b>Independent</b>	<b>Not Independent</b>	<b>Reason for Non-Independence</b>
David Gower		√	CEO and Director of the Corporation
Marilyn Bento	√		
Joaquin Merino		√	President and Director of the Corporation
Catherine Stretch	√		
Lawrence Guy		√	Executive Chairman of the Corporation
Michael Jones	√		

To facilitate the functioning of the Board independently of management, the following structures and processes are in place:

- under the by-laws of the Corporation, any two directors may call a meeting of the Board; and
- the Board practice is to hold in-camera meetings with the independent directors at the end of each Board or committee of the Board meeting to the extent required.

### *Nomination of Directors*

The Board is solely responsible for identifying new candidates for nomination to the Board. The process by which candidates are identified is through recommendations presented to the Board, which establishes and discusses qualifications based on corporate law and regulatory requirements as well as education and experience related to the business of the Corporation.

### *Compensation*

The Compensation Committee is responsible for recommending to the Board the compensation of the directors and senior officers of the Corporation. The process for determining executive compensation is relatively informal, in view of the size and stage of the Corporation and its operations. The Corporation does not maintain specific performance goals or use benchmarks in determining the compensation of executive officers. Upon the recommendation of the

Compensation Committee, the Board of Directors may at its discretion award either a cash bonus or stock options for high achievement or for accomplishments that the Board of Directors deem as worthy of recognition.

The Compensation Committee considers and discusses proposals received from its members and the Chief Executive Officer of the Corporation regarding the compensation of management and the directors. Please refer to the section "Compensation Committee".

#### *Board Assessments*

The Board and its individual directors are assessed on an informal basis continually as to their effectiveness and contribution. The Chairman of the Board encourages discussion amongst the Board as to evaluation of the effectiveness of the Board as a whole and of each individual director. All directors are free to make suggestions for improvement of the practice of the Board at any time and are encouraged to do so.

#### *Majority Voting Policy*

The Corporation has adopted a Majority Voting Policy to provide a meaningful way for the Corporation's shareholders to hold individual directors accountable and to require the Corporation to closely examine directors that do not have the support of a majority of Shareholders. The policy provides that forms of proxy for the election of directors will permit a Shareholder to vote in favour of, or to withhold from voting, separately for each director nominee and that where a director nominee has more votes withheld than are voted in favour of him or her, the nominee will be considered not to have received the support of the Shareholders, even though duly elected as a matter of corporate law. Pursuant to the policy, such a nominee will forthwith submit his or her resignation to the Board, such resignation to be effective on acceptance by the Board. The Board will then establish an advisory committee (the "Committee") to which it shall refer the resignation for consideration. In such circumstances, the Committee will make a recommendation to the Board as to the director's suitability to continue to serve as a director after reviewing, among other things, the results of the voting for the nominee and the Board will consider such recommendation. This policy does not apply where an election involves a proxy battle (i.e., where proxy material is circulated in support of one or more nominees who are not part of the director nominees supported by the Board).

#### *Orientation and Continuing Education*

The Board will be responsible for ensuring that new directors are provided with an orientation and education program, which will include written information about the duties and obligations of directors, the business and operations of the Corporation, documents from recent Board meetings, and opportunities for meetings and discussion with senior management and other directors. Directors are expected to attend all meetings of the Board and are also expected to prepare thoroughly in advance of each meeting in order to actively participate in the deliberations and decisions.

The Board recognizes the importance of ongoing director education and the need for each director to take personal responsibility for this process. The Board notes that it has benefited from the experience and knowledge of individual members of the Board in respect of the evolving governance regime and principles. The Board ensures that all directors are apprised of changes in the Corporation's operations and business.

## **AUDIT COMMITTEE**

---

The purposes of the Audit Committee are to assist the Board's oversight of the integrity of the Corporation's financial statements; the Corporation's compliance with legal and regulatory requirements; the qualifications and independence of the Corporation's independent auditors; and

the performance of the independent auditors and the Corporation's internal audit function. Please see Schedule "B" for the Audit Committee Charter.

The Corporation's audit committee (the "**Audit Committee**") is currently comprised of three directors: Lawrence Guy (Chair), Catherine Stretch and Marilia Bento. Each of the members of the Audit Committee is considered financially literate. Mesdames Stretch and Bento are considered independent. Please refer to "Director Profiles", commencing on page 10, for the relevant education and experience of each of the members of the Audit Committee.

### **Audit Committee Oversight**

At no time since the commencement of the Corporation's most recently completed financial year has there been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board.

### **Reliance on Certain Exemptions**

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on either (a) an exemption in section 2.4 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators (the "**Instrument**"); or (b) an exemption from the Instrument, in whole or in part, granted under Part 8 (*Exemptions*) of the Instrument. As the Corporation is listed on the TSX Venture Exchange, it is relying on the exemption provided in section 6.1 of the Instrument in respect of part 3 (Composition of the Audit Committee) part 5 (Reporting Obligations) of the Instrument.

### ***External Auditor***

The Audit Committee pre-approves all non-audit services to be provided to the Corporation or its subsidiary entities by the issuer's external auditors.

Please see page 5 for the fees paid to external auditors in 2022 and 2023.

## **COMPENSATION COMMITTEE**

---

The Corporation's compensation committee (the "**Compensation Committee**") is comprised of two directors: Catherine Stretch and Marilia Bento. Each of the members of the Compensation Committee is independent. The Compensation Committee is established by the Board to assist the Board in fulfilling its responsibilities relating to human resources and compensation issues.

## **OVERSIGHT AND DESCRIPTION OF DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION**

---

### **Compensation of Directors**

The Board, at the recommendation of the Compensation Committee, determines the compensation payable to the directors of the Corporation and reviews such compensation periodically throughout the year. For their role as directors of the Corporation, each director of the Corporation who is not a Named Executive Officer (as defined herein) may, from time to time, be awarded stock options under the provisions of the Stock Option Plan. There are no other arrangements under which the directors of the Corporation who are not Named Executive Officers were compensated by the Corporation or its subsidiaries during the most recently completed financial year end for their services in their capacity as directors of the Corporation.

## **Compensation of Named Executive Officers**

For the financial year ended September 30, 2023, the objectives of the Corporation's compensation strategy was to ensure that compensation for its Named Executive Officers, as defined below ("NEOs") is sufficiently attractive to recruit, retain and motivate high performing individuals to assist Emerita in achieving its goals.

The process for determining executive compensation is relatively informal, in view of the size and stage of the Corporation and its operations. Executive officers are involved in the process and make recommendations to the Compensation Committee, which considers and recommends to the Board for approval the discretionary components (e.g. cash bonuses) of the annual compensation of senior management (other than the Chief Executive Officer). Except as otherwise described below, the Corporation does not maintain specific performance goals or use benchmarks in determining the compensation of executive officers. Upon the recommendation of the Compensation Committee, the Board may at its discretion award either a cash bonus or stock options for high achievement or for accomplishments that the Board deem as worthy of recognition.

Compensation for the NEOs is composed primarily of three components: base fees, performance bonuses and stock based compensation. In establishing the levels of base fees, performance bonuses and the award of stock options, the Compensation Committee takes into consideration a variety of factors, including the financial and operating performance of the Corporation, and each NEO's individual performance and contribution towards meeting corporate objectives, responsibilities and length of service.

### *Salary*

Amounts paid to executive officers as base salary, including merit salary increases, are determined in accordance with an individual's performance and salaries in the marketplace for comparable positions. However, certain of the NEOs provide their services in similar capacities to other reporting issuers, in addition to Emerita. There is no mandatory framework that determines which of these factors may be more or less important and the emphasis placed on any of these factors may vary among the executive officers. The determination of base salaries relies principally on negotiations between the respective NEO and the Corporation and is therefore heavily discretionary.

### *Bonus*

Emerita's cash bonus awards are designed to reward an executive for the direct contribution which he or she can make to the Corporation. NEOs are entitled to receive discretionary bonuses from time to time as determined or approved by the Board, upon the recommendation of the Compensation Committee, or the Chief Executive Officer, as applicable. The Corporation does not currently prescribe a set of formal objective measures to determine discretionary bonus entitlements. Rather the Corporation uses informal goals which may include an assessment of an individual's current and expected future performance, level of responsibilities and the importance of his/her position and contribution to the Corporation. Precise goals or milestones are not pre-set by the Board.

### *Indebtedness of Directors and Officers*

Other than as disclosed below, as at the date of this Circular, and during the financial year ended September 30, 2023, no director or executive officer of the Corporation or Nominee (as defined herein) (and each of their associates and/or affiliates) was indebted, including under any securities purchase or other program, to (i) the Corporation or its subsidiaries, or (ii) any other entity which is, or was at any time during the financial year ended September 30, 2023 the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or its subsidiaries. During the year ended September 30, 2023, a director of the Company owed \$13,410 to the Company, which remains outstanding as of the date hereof.

### *Directors' and Officers' Insurance and Indemnification*

The Corporation maintains insurance for the benefit of its directors and officers against liability in their respective capacities as directors and officers. The Corporation has purchased in respect of directors and officers an aggregate of \$10,000,000 in coverage. The approximate amount of premiums paid by the Corporation during the financial year ended September 30, 2023, in respect of such insurance was \$51,840.

The Corporation has not, as yet, adopted a policy restricting its Named Executive Officers or directors from purchasing instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officers or directors.

In light of the Corporation's size, the Board does not deem it necessary to consider at this time the implications of the risks associated with its compensation policies and practices.

### *Summary Compensation Table*

The following table summarizes the compensation paid during the two most recently completed financial years in respect of the individuals who were carrying out the role of the Chief Executive Officer ("CEO") of the Corporation and Chief Financial Officer ("CFO") of the Corporation (collectively, the "Named Executive Officers") and each of the directors of the Corporation. The CEO, CFO, Mr. Merino and Mr. Guy are the only Named Executive Officers of the Corporation for the year ended September 30, 2023 as the Corporation does not employ any other individuals whose total compensation is greater than \$150,000.

**TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES**

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
David Gower, CEO & Director <sup>(1)</sup>	2023	240,000	Nil	Nil	Nil	Nil	240,000
	2022	240,000	Nil	Nil	Nil	Nil	240,000
Joaquin Merino, President and Director <sup>(1)</sup>	2023	297,737	250,000	Nil	Nil	Nil	547,737
	2022	185,946	Nil	Nil	Nil	Nil	185,946
Greg Duras, Chief Financial Officer <sup>(1)</sup>	2023	90,000	Nil	Nil	Nil	Nil	90,000
	2022	90,000	Nil	Nil	Nil	Nil	90,000
Marilia Bento, Director	2023	50,000	Nil	Nil	Nil	Nil	50,000
	2022	50,000	Nil	Nil	Nil	Nil	50,000
Catherine Stretch, Director	2023	50,000	Nil	Nil	Nil	Nil	50,000
	2022	50,000	Nil	Nil	Nil	Nil	50,000
Lawrence Guy <sup>(1)</sup> , Executive Chairman	2023	200,000	Nil	Nil	Nil	Nil	200,000
	2022	187,500	Nil	Nil	Nil	Nil	187,500

Michael Jones, Director	2023	50,000	Nil	Nil	Nil	Nil	50,000
	2022	50,000	Nil	Nil	Nil	Nil	50,000

Notes:

- (1) Compensation has been paid as consulting fees under the independent contractor agreement with the Named Executive Officer as described under the heading “Executive Compensation – Termination of Employment, Change in Responsibilities and Employment Contracts” of this Circular.

## Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each NEO and director by the Corporation for services provided or to be provided, directly or indirectly, to the Company in the most recently completed financial year.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
David Gower, CEO & Director <sup>(1)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028
Joaquin Merino, President and Director <sup>(2)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028
Greg Duras, Chief Financial Officer <sup>(3)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028
Marilia Bento, Director <sup>(4)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028
Catherine Stretch, Director <sup>(5)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028
Lawrence Guy, Executive Chairman <sup>(6)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028
Michael Jones, Director <sup>(7)</sup>	Stock Options	300,000	Aug 8, 2023	\$0.40	\$0.39	\$0.345	Aug 8, 2028

Notes:

- (1) Mr. Gower also holds 650,000 stock options with an exercise price of \$0.10 that were issued on November 7, 2019 and expire on November 7, 2024, 800,000 stock options with an exercise price of \$0.18 that were issued on February 5, 2021 and expire on February 5, 2026 and 1,200,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 575,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.
- (2) Mr. Merino also holds 650,000 stock options with an exercise price of \$0.10 that were issued on November 7, 2019 and expire on November 7, 2024, 800,000 stock options with an exercise price of \$0.18 that were issued on February 5, 2021 and expire on February 5, 2026 and 1,200,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 575,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.
- (3) Mr. Duras also holds 250,000 stock options with an exercise price of \$0.10 that were issued on November 7, 2019 and expire on November 7, 2024, 300,000 stock options with an exercise price of \$0.18 that were issued on February 5, 2021 and expire on February 5, 2026, and 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.

- (4) Ms. Bento also holds 250,000 stock options with an exercise price of \$0.10 that were issued on November 7, 2019 and expire on November 7, 2024, 400,000 stock options with an exercise price of \$0.18 that were issued on February 5, 2021 and expire on February 5, 2026 and 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.
- (5) Ms. Stretch also holds 250,000 stock options with an exercise price of \$0.10 that were issued on November 7, 2019 and expire on November 7, 2024, 400,000 stock options with an exercise price of \$0.18 that were issued on February 5, 2021 and expire on February 5, 2026 and 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.
- (6) Mr. Guy also holds 800,000 stock options with an exercise price of \$0.18 that were issued on February 5, 2021 and expire on February 5, 2026 and 1,200,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 575,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.
- (7) Mr. Jones also holds 300,000 stock options with an exercise price of \$0.25 that were issued on April 14, 2021 and expire on April 14, 2026 and 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027.

### Exercise of Stock Options

There were nil exercises of stock options by directors and NEOs of the Corporation during the year ended September 30, 2023.

### Stock Option Plans and Other Incentive Plans

Options are granted pursuant to the Corporation's Stock Option Plan and in accordance with the rules of the TSXV. The Stock Option Plan is administered by the Board, upon the recommendations of the Compensation Committee. See above under the section "Business of the Meeting – Stock Option Plan."

The table below sets out the outstanding options under the Stock Option Plan, being the Corporation's only compensation plan under which Common Shares are authorized for issuance, as of September 30, 2023.

	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available under equity compensation plans (excluding securities reflected in column (a)) as of September 30, 2023
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by security holders	23,145,000	\$1.17	337,096
Equity compensation plans not approved by security holders	Nil	Nil	Nil
<b>TOTAL</b>	<b>23,145,000</b>	<b>\$1.17</b>	<b>337,096</b>

## Employment, Consulting and Management Agreements

The following describes the respective consulting and employment agreements entered into by the Corporation and its NEOs as of the date hereof.

Name	Monthly Fees	Severance on Termination	Severance on Change of Control <sup>(1)</sup>
David Gower, CEO	\$20,000	\$120,000	\$480,000
Joaquin Merino, President	\$20,000	\$120,000	\$818,000
Greg Duras, Chief Financial Officer	\$7,500	\$45,000	\$180,000
Lawrence Guy, Executive Chairman	\$12,500	\$75,000	\$300,000

Notes:

(1) Severance upon a change of control becomes payable in the event of a Change of Control of the Corporation and within one year following the date of the Change of Control the Corporation either terminates the executive officer's appointment or alters the executive officer's position and/or responsibilities in a materially adverse manner.

For the purpose of the agreements set forth above, "Change of Control" is defined as (a) the acquisition by any person (person being defined as an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Business Corporations Act* (British Columbia) of: (1) shares or rights or options to acquire shares of the Corporation or securities which are convertible into shares of the Corporation or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 30% or more of the votes entitled to be cast at a meeting of the shareholders of the Corporation; (2) shares or rights or options to acquire shares of any material subsidiary of the Corporation or securities which are convertible into shares of the material subsidiary or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 30% or more of the votes entitled to be cast a meeting of the shareholders of the material subsidiary; or (3) more than 50% of the material assets of the Corporation, including the acquisition of more than 50% of the material assets of any material subsidiary of the Corporation, or (b) as a result of or in connection with: (1) a contested election of directors; or (2) a consolidation, merger, amalgamation, arrangement or other reorganization of acquisitions involving the Corporation or its affiliates and another corporation or other entity, the nominees named in the most recent management information circular of the Corporation for election to the Board shall not constitute a majority of the Board.

### Summary of Termination Payments

The estimated incremental payments, payables and benefits that might be paid to the officers pursuant to the above noted agreements in the event of termination without cause or after a Change of Control (assuming such termination or Change of Control is effective as of the Record Date) are detailed below:

Named Executive Officer	Termination not for Cause (\$)	Termination on a Change of Control Approved (\$)
<b>Joaquin Merino</b>		
Salary and Quantified Benefits	\$120,000	\$480,000
Bonus	N/A	\$338,000
Total	\$120,000	\$818,000

Named Executive Officer	Termination not for Cause (\$)	Termination on a Change of Control Approved (\$)
<b>Greg Duras</b>		
Salary and Quantified Benefits	45,000	180,000
Bonus	N/A	N/A
Total	45,000	180,000
<b>David Gower</b>		
Salary and Quantified Benefits	120,000	480,000
Bonus	N/A	N/A
Total	120,000	480,000
<b>Lawrence Guy</b>		
Salary and Quantified Benefits	75,000	300,000
Bonus	N/A	N/A
Total	75,000	300,000

### Interest of Informed Persons in Material Transactions

No person who has been a director or executive officer of the Corporation, nor any proposed nominee for director of the Corporation, nor any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Common Shares, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction since the beginning of the Corporation's last completed financial year or proposed transaction which has materially affected or would materially affect the Corporation or its subsidiaries.

### ADDITIONAL INFORMATION AND CONTACT INFORMATION

Additional information relating to the Corporation may be found under the profile of the Corporation on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Additional financial information is provided in the Corporation's audited financial statements and related management's discussion and analysis for the financial year ended September 30, 2023, which can be found under the profile of the Corporation on SEDAR+. Shareholders may also request these documents from Damian Lopez, the Corporate Secretary of the Corporation by email at [damian.lopez@emeritaresources.com](mailto:damian.lopez@emeritaresources.com).

## **Board of Directors Approval**

The contents of this Circular and the sending thereof to the Shareholders have been approved by the Board.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "David Gower"

Chief Executive Officer

Toronto, Ontario  
June 28, 2024

**SCHEDULE “A”  
EMERITA RESOURCES CORP.  
STOCK OPTION PLAN**

**1. STATEMENT OF PURPOSE**

1.1 **Principal Purposes** – The principal purposes of the Plan are to provide the Company with the advantages of the incentive inherent in share ownership on the part of employees, officers, directors and consultants responsible for the continued success of the Company; to create in such individuals a proprietary interest in, and a greater concern for, the welfare and success of the Company; to encourage such individuals to remain with the Company; and to attract new employees, officers, directors and consultants to the Company.

1.2 **Benefit to Shareholders** – The Plan is expected to benefit shareholders by enabling the Company to attract and retain skilled and motivated personnel by offering such personnel an opportunity to share in any increase in value of the Shares resulting from their efforts.

**2. INTERPRETATION**

2.1 **Defined Terms** – For the purposes of this Plan, the following terms shall have the following meanings:

- (a) **“Act”** means the *Securities Act* (Ontario), as amended from time to time;
- (b) **“Associate”** shall have the meaning ascribed to such term in the Act;
- (c) **“Board”** means the Board of Directors of the Company;
- (d) **“Change in Control”** means:
  - (i) a takeover bid (as defined in the Act), which is successful in acquiring Shares,
  - (ii) the change of control of the Board resulting from the election by the members of the Company of less than a majority of the persons nominated for election by management of the Company,
  - (iii) the sale of all or substantially all the assets of the Company,
  - (iv) the sale, exchange or other disposition of a majority of the outstanding Shares in a single transaction or series of related transactions,
  - (v) the dissolution of the Company’s business or the liquidation of its assets,
  - (vi) a merger, amalgamation or arrangement of the Company in a transaction or series of transactions in which the Company’s shareholders receive less than 51% of the outstanding shares of the new or continuing corporation, or
  - (vii) the acquisition, directly or indirectly, through one transaction or a series of transactions, by any Person, of an aggregate of more than 50% of the outstanding Shares;
- (e) **“Committee”** means a committee of the Board appointed in accordance with this Plan, or if no such committee is appointed, the Board itself;

- (f) **“Company”** means Emerita Resources Corp., a company continued under the laws of the Province of Ontario;
- (g) **“Consultant”** means an individual, other than an Employee, senior officer or director of the Company or a Subsidiary Company, or a Consultant Company, who;
  - (i) provides ongoing consulting, technical, management or other services to the Company or a Subsidiary Company, other than services provided in relation to a distribution of the Company’s securities,
  - (ii) provides the services under a written contract between the Company or a Subsidiary Company and the individual or Consultant Company,
  - (iii) in the reasonable opinion of the Company spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary Company, and
  - (iv) has a relationship with the Company or a Subsidiary Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;
- (h) **“Consultant Company”** means, for an individual Consultant, a company of which the individual is an employee or shareholder, or a partnership of which the individual is an employee or partner;
- (i) **“Date of Grant”** means the date specified in the Option Agreement as the date on which the Option is effectively granted;
- (j) **“Disability”** means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
  - (i) being employed or engaged by the Company, a Subsidiary Company or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or a Subsidiary Company;  
or
  - (ii) acting as a director or officer of the Company or a Subsidiary Company;
- (k) **“Disinterested Shareholder Approval”** means an ordinary resolution approved by a majority of the votes cast by members of the Company at a shareholders’ meeting, excluding votes attaching to Shares beneficially owned by Eligible Persons to whom Options may be granted and Associates of those persons;
- (l) **“Effective Date”** means the effective date of this Plan, which is the later of the day of its approval by the shareholders of the Company and the day of its acceptance for filing by the Exchange if such acceptance for filing is required under the rules or policies of the Exchange;
- (m) **“Eligible Person”** means:
  - (i) an Employee, senior officer or director of the Company or any Subsidiary Company,
  - (ii) a Consultant,
  - (iii) an individual providing Investor Relations Activities for the Company;

- (iv) a company, all of the voting securities of which are beneficially owned by one or more of the persons referred to in (i), (ii) or (iii) above
- (n) **“Employee”** means:
  - (i) an individual who is considered an employee under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at source),
  - (ii) an individual who works full-time for the Company or a Subsidiary Company providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary Company over the details and methods of work as an employee of the Company or a Subsidiary Company, but for whom income tax deductions are not made at source,
  - (iii) an individual who works for the Company or a Subsidiary Company, on a continuing and regular basis for a minimum amount of time per week, providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary Company over the details and methods of work as an employee of the Company or a Subsidiary Company, but for whom income tax deductions are not made at source;
- (o) **“Exchange”** means the stock exchange or over the counter market on which the Shares are listed;
- (p) **“Exchange Act”** means the United States *Securities Exchange Act* of 1934, as amended;
- (q) **“Fair Market Value”** means, where the Shares are listed for trading on an Exchange, the last closing price of the Shares before the Date of Grant on the Exchange which is the principal trading market for the Shares, as may be determined for such purpose by the Committee, provided that, so long as the Shares are listed only on the TSXVE, the “Fair Market Value” shall not be lower than the last closing price of the Shares before the Date of Grant less the maximum discount permitted under the policies of the TSXVE;
- (r) **“Guardian”** means the guardian, if any, appointed for an Optionee;
- (s) **“Insider”** shall have the meaning ascribed to such term in the Act;
- (t) **“Investor Relations Activities”** means any activities or oral or written communications, by or on behalf of the Company or a shareholder of the Company that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
  - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company
    - (A) to promote the sale of products or services of the Company, or
    - (B) to raise public awareness of the Company,
 that cannot reasonably be considered to promote the purchase or sale of securities of the Company,

- (ii) activities or communications necessary to comply with the requirements of
  - (A) applicable securities laws,
  - (B) the rules and policies of the TSXVE, if the Shares are listed only on the TSXVE, or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Company,
- (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if
  - (A) the communication is only through the newspaper, magazine or publication and
  - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer, or
- (iv) activities or communications that may be otherwise specified by the TSXVE, if the Shares are listed only on the TSXVE;
- (u) “**Option**” means an option to purchase unissued Shares granted pursuant to the terms of this Plan;
- (v) “**Option Agreement**” means a written agreement between the Company and an Optionee specifying the terms of the Option being granted to the Optionee under the Plan;
- (w) “**Option Price**” means the exercise price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of Sections 6.3 and 10;
- (x) “**Optionee**” means an Eligible Person to whom an Option has been granted;
- (y) “**Person**” means a natural person, company, government or political subdivision or agency of a government; and where two or more Persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such syndicate or group shall be deemed to be a Person;
- (z) “**Plan**” means this Stock Option Plan of the Company;
- (aa) “**Qualified Successor**” means a person who is entitled to ownership of an Option upon the death of an Optionee, pursuant to a will or the applicable laws of descent and distribution upon death;
- (bb) “**Shares**” means the common shares in the capital of the Company as constituted on the Date of Grant, adjusted from time to time in accordance with the provisions of Section 10;
- (cc) “**Subsidiary Company**” shall mean a company which is a subsidiary of the Company;

- (dd) “**Term**” means the period of time during which an Option may be exercised;
- (ee) “**TSXVE**” means the TSX Venture Exchange; and
- (ff) “**VWAP**” means the volume weighted average trading price of the Company’s Shares on the TSX Venture calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the exercise of the subject Option.

### 3. **ADMINISTRATION**

3.1 **Board or Committee** – The Plan shall be administered by the Board or by a Committee appointed in accordance with Section 3.2.

3.2 **Appointment of Committee** – The Board may at any time appoint a Committee, consisting of not less than three of its members, to administer the Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan. In the absence of the appointment of a Committee by the Board, the Board shall administer the Plan.

3.3 **Quorum and Voting** – A majority of the members of the Committee shall constitute a quorum, and, subject to the limitations in this Section 3, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. No member of the Committee who is a director to whom an Option may be granted may participate in the decision to grant such Option (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee in which action is to be taken with respect to the granting of an Option to him).

3.4 **Powers of Board and Committee** – The Board shall from time to time authorize and approve the grant by the Company of Options under this Plan, and any Committee appointed under Section 3.2 shall have the authority to review the following matters in relation to the Plan and to make recommendations thereon to the Board;

- (a) administration of the Plan in accordance with its terms,
- (b) determination of all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the value of the Shares,
- (c) correction of any defect, supply of any information or reconciliation of any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan,
- (d) prescription, amendment and rescission of the rules and regulations relating to the administration of the Plan;
- (e) determination of the duration and purpose of leaves of absence from employment which may be granted to Optionees without constituting a termination of employment for purposes of the Plan,
- (f) with respect to the granting of Options:

- (i) determination of the employees, officers, directors or consultants to whom Options will be granted, based on the eligibility criteria set out in this Plan,
- (ii) determination of the terms and provisions of the Option Agreement which shall be entered into with each Optionee (which need not be identical with the terms of any other Option Agreement) and which shall not be inconsistent with the terms of this Plan,
- (iii) amendment of the terms and provisions of an Option Agreement, provided the Board obtains:
  - (A) the consent of the Optionee, and
  - (B) if required, the approval of any stock exchange on which the Shares are listed,
- (iv) determination of when Options will be granted,
- (v) determination of the number of Shares subject to each Option,
- (vi) determination of the vesting schedule, if any, for the exercise of each Option, and
- (g) other determinations necessary or advisable for administration of the Plan.

3.5 **Obtain Approvals** – The Board will seek to obtain any regulatory, Exchange or shareholder approvals which may be required pursuant to applicable securities laws or Exchange rules.

3.6 **Administration by Committee** – The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan. In addition, the Committee’s administration of the Plan shall in all respects be consistent with the Exchange policies and rules.

#### 4. **ELIGIBILITY**

4.1 **Eligibility for Options** – Options may be granted to any Eligible Person.

4.2 **Insider Eligibility for Options** – Notwithstanding Section 4.1, if the Shares are listed only on the TSXVE, grants of Options to Insiders shall be subject to the policies of the TSXVE.

4.3 **No Violation of Securities Laws** – No Option shall be granted to any Optionee unless the Committee has determined that the grant of such Option and the exercise thereof by the Optionee will not violate the securities law of the jurisdiction in which the Optionee resides.

#### 5. **SHARES SUBJECT TO THE PLAN**

5.1 **Number of Shares** – The maximum number of Shares issuable from time to time under the Plan, and all other equity compensation plans of the Company, is that number of Shares as is equal to 10% of the number of issued Shares at the Date of Grant of an Option. The maximum number of Shares issuable under the Plan shall be adjusted, where necessary, to take account of the events referred to in Section 10.

5.2 **Expiry of Option** – If an Option expires or terminates for any reason without having been exercised in full, the unpurchased Shares subject thereto shall again be available for the purposes of the Plan.

5.3 **Reservation of Shares** – The Company will at all times reserve for issuance and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

## 6. **OPTION TERMS**

6.1 **Option Agreement** – Each Option granted to an Optionee shall be confirmed by the execution and delivery of an Option Agreement and the Board shall specify the following terms in each such Option Agreement:

- (a) the number of Shares subject to option pursuant to such Option, subject to the following limitations if the Shares are listed only on the TSXV:
  - (i) the number of Shares reserved for issuance under Options granted to Insiders under the Plan at any point in time, and any other equity compensation plan of the Company, shall not exceed 10% of the issued Shares,
  - (ii) the grant to Insiders, within a 12-month period, of Options under the Plan, and any other equity compensation plan of the Company, shall not exceed 10% of the issued Shares,
  - (iii) the issuance of Shares on exercise of Options to any one Optionee under the Plan and any other equity compensation plan of the Company, shall not exceed 5% of the issued Shares in any 12-month period,
  - (iv) the number of options granted to any one Optionee under the Plan, and any other equity compensation plan of the Company, shall not exceed 5% of the issued Shares in any 12-month period,
  - (v) the number of Options granted to any one Consultant under the Plan, and any other equity compensation plan of the Company, shall not exceed 2% of the issued Shares in any 12-month period,
  - (vi) the aggregate number of Options granted to persons employed to provide Investor Relations Activities shall not exceed 2% of the issued Shares in any 12-month period;
- (b) the Date of Grant;
- (c) the Term, provided that, if the Shares are listed only on the TSXVE, the length of the Term shall in no event be greater than five years following the Date of Grant, except, if the Company is designated as “Tier 1” listed company by the TSXVE, then the Term shall be no greater than ten years following the Date of Grant, for all Optionees;
- (d) the Option Price, provided that the Option Price shall not be less than the Fair Market Value of the Shares on the Date of Grant;
- (e) subject to Section 6.2 below, any vesting schedule upon which the exercise of an Option is contingent;
- (f) if the Optionee is an Employee, Consultant or an individual providing Investor Relations Activities for the Company, a representation by the Company and the Optionee that the Optionee is a bona fide Employee, Consultant or an individual providing Investor Relations Activities for the Company, as the case may be, of the Company or a Subsidiary Company; and

- (g) such other terms and conditions as the Board deems advisable and are consistent with the purposes of this Plan.

6.2 **Vesting Schedule** – The Board, as applicable, shall have complete discretion to set the terms of any vesting schedule of each Option granted, including, without limitation, discretion to:

- (a) permit partial vesting in stated percentage amounts based on the Term of such Option; and
- (b) permit full vesting after a stated period of time has passed from the Date of Grant.

6.3 **Amendments to Options** – Amendments to the terms of previously granted Options are subject to both the approval of the Exchange and shareholder approval, where applicable. If required by the Exchange, Disinterested Shareholder Approval shall be required for any reduction in the Option Price, or extension, of a previously granted Option if the Optionee is an Insider of the Company at the time of the proposed reduction or extension, as applicable, in the Option Price.

6.4 **Uniformity** – Except as expressly provided herein, nothing contained in this Plan shall require that the terms and conditions of Options granted under the Plan be uniform.

## 7. **EXERCISE OF OPTION**

7.1 **Method of Exercise** – Subject to any limitations or conditions imposed upon an Optionee pursuant to the Option Agreement or Section 6 hereof, an Optionee may exercise an Option by giving written notice thereof, specifying the number of Shares in respect of which the Option is exercised, to the Company at its principal place of business at any time after the Date of Grant until 4:00 p.m. (Toronto time) on the last day of the Term, such notice to be accompanied by full payment of the aggregate Option Price to the extent the Option is so exercised and an indication as to suitable arrangements made with the Corporation, in accordance with Section 15.7, for the receipt by the Corporation of an amount sufficient to satisfy any withholding tax requirements under applicable tax legislation in respect of the exercise of an Option (the "**Withholding Obligations**"). Such amounts shall be in lawful money (Canadian funds) by cash, cheque, bank draft or wire transfer. Payment by cheque made payable to the Company in the amount of the aggregate Option Price shall constitute payment of such Option Price unless the cheque is not honoured upon presentation, in which case the Option shall not have been validly exercised. Such payment shall be in lawful money (Canadian funds) by cash, cheque, bank draft or wire transfer. Payment by cheque made payable to the Company in the amount of the aggregate Option Price shall constitute payment of such Option Price unless the cheque is not honoured upon presentation, in which case the Option shall not have been validly exercised.

7.2 **Cashless Exercise** - Subject to the provisions of the Plan and/or any limitations or conditions imposed upon an Optionee pursuant to the Option Agreement (including, without limitation, Section 15.7) and, upon prior approval of the Board, once an Option has vested and become exercisable, an Optionee may elect to exercise such Option by either:

- (a) excluding Options held by any Investor Relations Service Provider (as defined in the rules and policies of the TSXVE), a "net exercise" procedure in which the Company issues to the Optionee, Shares equal to the number determined by dividing (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the exercise price of the subject Options by (ii) the VWAP of the underlying Shares; or
- (b) a broker assisted "cashless exercise" in which the Company delivers a copy of irrevocable instructions to a broker engaged for such purposes by the Company to sell the Shares otherwise deliverable upon the exercise of the Options and to deliver promptly to the Company an amount equal to the exercise price of the subject Options and all

applicable required withholding obligations as determined by the Company against delivery of the Shares to settle the applicable trade.

An Option may be exercised pursuant to this section 7.2 from time to time by delivery to the Company, at its head office or such other place as may be specified by the Company of (i) written notice of exercise specifying that the Optionee has elected to effect such a cashless exercise of such Option, the method of cashless exercise, and the number of Options to be exercised and (ii) the payment of an amount for any tax withholding or remittance obligations of the Optionee or the Company arising under applicable law and verified by the Company to its satisfaction (or by entering into some other arrangement acceptable to the Company in its discretion, if any). The Optionee shall comply with Section 15.7 of this Plan with regard to any applicable required withholding obligations and with such other procedures and policies as the Company may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise.

7.3 **Issuance of Certificates** – Not later than the third business day after exercise of an Option in accordance with Section 7.1 or 7.2(a), the Company shall issue and deliver to the Optionee a certificate or certificates evidencing the Shares with respect to which the Option has been exercised. Until the issuance of such certificate or certificates, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the certificate is issued, except as provided by Section 10 hereof.

7.4 **Compliance with U.S. Securities Laws** – As a condition to the exercise of an Option, the Board may require the Optionee to represent and warrant in writing at the time of such exercise that the Shares are being purchased only for investment and without any then-present intention to sell or distribute such Shares. At the option of the Board, a stop-transfer order against such Shares may be placed on the stock books and records of the Company and a legend, indicating that the stock may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any applicable law or regulation, may be stamped on the certificates representing such Shares in order to assure an exemption from registration. The Board may also require such other documentation as may from time to time be necessary to comply with United States' federal and state securities laws. The Company has no obligation to undertake registration of Options or the Shares issuable upon the exercise of the Options.

## 8. TRANSFERABILITY OF OPTIONS

8.1 **Non-Transferable/Legending** – Except as permitted by applicable securities laws and the policies of the Exchange, and as provided otherwise in this Section 8, Options are non-assignable and non-transferable. If the Shares are listed only on the TSXVE, then, in addition to any resale restrictions under applicable securities laws, if the Company is, at the Date of Grant of an Option, designated as a "Tier 2" listed company by the TSXVE or, if the Company is not so designated but the Option Price is based on a discount from the last closing price of the Shares on the TSXVE, the Option Agreement and the certificates representing the Shares issued on the exercise of such Option shall bear the TSXVE legend with a four-month hold period commencing on the Date of Grant.

8.2 **Death of Optionee** – Subject to Section 8.3, if the employment of an Optionee as an Employee of, or the services of a Consultant providing services to, the Company or any Subsidiary Company, or the employment of an Optionee as an individual providing Investor Relations Activities, or the position of the Optionee as a director or senior officer of the Company or any Subsidiary Company, terminates as a result of such Optionee's death, any Options held by such Optionee shall pass to the Qualified Successor of the Optionee and shall be exercisable by such Qualified Successor until the earlier of a period of not more than one year following the date of such death and the expiry of the Term of the Option.

8.3 **Disability of Optionee** – If the employment of an Optionee as an Employee of, or the services of a Consultant providing services to, the Company or any Subsidiary Company, or the employment of an Optionee as an individual providing Investor Relations Activities for the Company, or the position of the Optionee as a director or senior officer of the Company or any Subsidiary Company, is terminated by reason of such Optionee's Disability, any Options held by such Optionee that could have been exercised immediately prior to such termination of employment or service shall be exercisable by such Optionee, or by his Guardian, for a period of not more than one year following the date of such termination of employment or service of such Optionee. If such Optionee dies within that period of not more than one year, any Option held by such Optionee that could have been exercised immediately prior to his or her death shall pass to the Qualified Successor of such Optionee, and shall be exercisable by the Qualified Successor until the earlier of a period of not more than one year following the death of such Optionee and the expiry of the Term of the Option.

8.4 **Vesting** – Options held by a Qualified Successor or exercisable by a Guardian shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

8.5 **Deemed Non-Interruption of Employment** – Employment shall be deemed to continue intact during any military or sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Optionee's right to reemployment with the Company or any Subsidiary Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Optionee's reemployment is not so guaranteed, then the Optionee's employment shall be deemed to have terminated on the ninety-first day of such leave.

## 9. **TERMINATION OF OPTIONS**

9.1 **Termination of Options** – To the extent not earlier exercised or terminated in accordance with Section 8, an Option shall terminate at the earliest of the following dates:

- (a) the termination date specified for such Option in the Option Agreement;
- (b) where the Optionee's position as an Employee, a Consultant, a director or a senior officer of the Company or any Subsidiary Company, or an individual providing Investor Relations Activities for the Company, is terminated for cause, the date of such termination for cause;
- (c) where the Optionee's position as an Employee, a Consultant, a director or a senior officer of the Company or any Subsidiary Company or an individual providing Investor Relations Activities for the Company terminates for a reason other than the Optionee's Disability or death or for cause, not more than 90 days after such date of termination or, if the Shares are listed only on the TSXVE and if the Company is designated as a "Tier 2" listed company by the TSXVE, then in the case of a person employed to provide Investor Relations Activities, not more than 30 days after such person ceases to be employed to provide Investor Relations Activities; PROVIDED that if an Optionee's position changes from one of the said categories to another category, such change shall not constitute termination or cessation for the purpose of this Subsection 9.1(c); and
- (d) the date of any sale, transfer, assignment or hypothecation, or any attempted sale, transfer, assignment or hypothecation, of such Option in violation of Section 8.1.

9.2 **Lapsed Options** – If Options are surrendered, terminate or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options. If an Option has been surrendered in connection with the regrating of a new

Option to the same Optionee on different terms than the original Option granted to such Optionee, then, if required, the new Option is subject to approval of the Exchange.

9.3 **Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement** – If the Optionee retires, resigns or is terminated from employment or engagement with the Company or any Subsidiary Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not vested at that time or which, if vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

## 10. ADJUSTMENTS TO OPTIONS

10.1 **Alteration in Capital Structure** – If there is any change in the Shares through or by means of a declaration of stock dividends of the Shares or consolidations, subdivisions or reclassifications of the Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option and the Option Price therefor shall be adjusted proportionately by the Board and, if required, approved by the Exchange, and such adjustment shall be effective and binding for all purposes of the Plan.

10.2 **Effect of Amalgamation, Merger or Arrangement** – Subject to Exchange approval, if the Company amalgamates, merges or enters into a plan of arrangement with or into another corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Optionee would have received upon such amalgamation, merger or arrangement if the Optionee had exercised the Option immediately prior to the record date applicable to such amalgamation, merger or arrangement, and the exercise price shall be adjusted proportionately by the Board and such adjustment shall be binding for all purposes of the Plan.

10.3 **Acceleration on Change in Control** – Upon a Change in Control, all Options shall become immediately exercisable, notwithstanding any contingent vesting provisions to which such Options may have otherwise been subject.

10.4 **Acceleration of Date of Exercise** – Notwithstanding any other provisions contained in this Plan, subject to the approval of the Exchange, if required, the Board shall have the right to accelerate the date of vesting of any portion of any Option which remains unvested.

10.5 **Determinations to be Binding** – If any questions arise at any time with respect to the Option Price or exercise price or number of Option Shares or other property deliverable upon exercise of an Option following an event referred to in this Section 10, such questions shall be conclusively determined by the Board, whose decisions shall be final and binding.

10.6 **Effect of a Take-Over** – If a *bona fide* offer (the “Offer”) for Shares is made to an Optionee or to shareholders generally or to a class of shareholders which includes the Optionee, which Offer constitutes a take-over bid within the meaning of the Act, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon any Option held by an Optionee may be exercised in whole or in part, notwithstanding any contingent vesting provisions to which such Options may have otherwise been subject, by the Optionee so as to permit the Optionee to tender the Shares received upon such exercise (the “Optioned Shares”) to the Offer. If:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror pursuant thereto;

the Optioned Shares or, in the case of clause (b) above, the Optioned Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Optioned Shares, the Option shall be reinstated as if it had not been exercised. If any Optioned Shares are returned to the Company under this Section, the Company shall refund to the Optionee any Option Price paid for such Optioned Shares.

## 11. APPROVAL, TERMINATION AND AMENDMENT OF PLAN

11.1 **Shareholder Approval** – This Plan, if the Shares are listed only on the TSXVE, is subject to shareholder approval on a yearly basis at the Company’s next ensuing annual general meeting.

11.2 **Power of Board to Terminate or Amend Plan** – Subject to the approval of the Exchange and shareholder approval, where applicable, the Board may terminate, suspend or discontinue the Plan at any time or amend or revise the terms of the Plan; provided, however, that, except as provided in Section 10, the Board may not do any of the following without obtaining, within 12 months either before or after the Board’s adoption of a resolution authorizing such action, approval by the Company’s shareholders at a meeting duly held in accordance with the applicable corporate laws:

- (a) increase the maximum number of Shares which may be issued under the Plan;
- (b) materially modify the requirements as to eligibility for participation in the Plan; or
- (c) materially increase the benefits accruing to participants under the Plan;

however, the Board may amend the terms of the Plan to comply with the requirements of any applicable regulatory authority, or as a result of changes in the policies of the Exchange relating to director, officer and employee stock options, without obtaining the approval of the Company’s shareholders.

11.3 **No Grant During Suspension of Plan** – No Option may be granted during any suspension, or after termination, of the Plan. Amendment, suspension or termination of the Plan shall not, without the consent of the Optionee, alter or impair any rights or obligations under any Option previously granted.

## 12. CONDITIONS PRECEDENT TO ISSUANCE OF SHARES

12.1 **Compliance with Laws** – Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such shares shall comply with all relevant provisions of law, including, without limitation, any applicable United States’ state securities laws, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations thereunder and the requirements of any Exchange or automated interdealer quotation system of a registered national securities association upon which such Shares may then be listed or quoted, and such issuance shall be further subject to the approval of counsel for the Company with respect to such compliance, including the availability of an exemption from registration for the issuance and sale of such Shares. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any Shares under this Plan, or the unavailability of an exemption from registration for the issuance and sale of any Shares under this Plan, shall relieve the Company of any liability with respect to the non-issuance or sale of such Shares other than with respect to a refund of any Option Price paid.

## 13. USE OF PROCEEDS

13.1 **Use of Proceeds** – Proceeds from the sale of Shares pursuant to the Options granted and exercised under the Plan shall constitute general funds of the Company and shall be used for general corporate purposes, or as the Board otherwise determines.

## 14. NOTICES

14.1 **Notices** – All notices, requests, demands and other communications required or permitted to be given under this Plan and the Options granted under this Plan shall be in writing and shall be either delivered personally to the party to whom notice is to be given, in which case notice shall be deemed to have been duly given on the date of such personal delivery; telecopied, in which case notice shall be deemed to have been duly given on the date the telecopy is sent; or mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party at his or its most recent known address, in which case such notice shall be deemed to have been duly given on the tenth postal delivery day following the date of such mailing.

## 15. MISCELLANEOUS PROVISIONS

15.1 **No Obligations to Exercise** – Optionees shall be under no obligation to exercise Options granted under this Plan.

15.2 **No Obligation to Retain Optionee** – Nothing contained in this Plan shall obligate the Company or any Subsidiary Company to retain an Optionee as an employee, officer, director or consultant for any period, nor shall this Plan interfere in any way with the right of the Company or any Subsidiary Company to reduce such Optionee's compensation.

15.3 **Binding Agreement** – The provisions of this Plan and of each Option Agreement with an Optionee shall be binding upon such Optionee and the Qualified Successor or Guardian of such Optionee.

15.4 **Use of Terms** – Where the context so requires, references herein to the singular shall include the plural, and vice versa, and references to a particular gender shall include either or both genders.

15.5 **Headings** – The headings used in this Plan are for convenience of reference only and shall not in any way affect or be used in interpreting any of the provisions of this Plan.

15.6 **No Representation or Warranty** – The Company makes no representation or warranty as to the future value of any Shares issued in accordance with the provisions of this Plan.

15.7 **Income Taxes** – Upon the exercise of an Option by an Optionee, the Company shall have the right to require the Optionee to remit to the Company an amount sufficient to satisfy any Withholding Obligations relating thereto under applicable tax legislation. Unless otherwise prohibited by the Board or by applicable law, satisfaction of the amount of the Withholding Obligations (the "**Withholding Amount**") may be accomplished by any of the following methods or by a combination of such methods as determined by the Company in its sole discretion:

- (a) the tendering by the Optionee of cash payment to the Company in an amount less than or equal to the Withholding Amount; or
- (b) the withholding by the Company from the Shares otherwise due to the Optionee such number of Shares as it determines are required to be sold by the Company, as trustee, to satisfy the Withholding Amount (net of selling costs). By executing and delivering the Option Agreement, the Optionee shall be deemed to have consented to such sale and have granted to the Company an irrevocable power of attorney to effect the sale of such Shares and to have acknowledged and agreed that the Company does not accept responsibility for the price obtained on the sale of such Shares; or
- (c) the withholding by the Company from any cash payment otherwise due by the Company to the Optionee, including salaries, directors fees, consulting fees and

any other forms of remuneration, such amount of cash as is required to pay and satisfy the Withholding Amount;

provided, however, in all cases, that the sum of any cash so paid or withheld and the fair market value of any Shares so withheld is sufficient to satisfy the Withholding Amount.

The provisions of the Option Agreement shall provide that the Optionee (or their beneficiaries) shall be responsible for all taxes with respect to any Options granted under the Option Plan and an acknowledgement that neither the Board nor the Company shall make any representations or warranties of any nature or kind whatsoever to any person regarding the tax treatment of Options or payments on account of the Withholding Amount made under the Option Plan and none of the Board, the Company, nor any of its employees or representatives shall have any liability to an Optionee (or its beneficiaries) with respect thereto.

15.8 **Compliance with Applicable Law** – If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange or over the counter market having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

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

15.10 **Governing Law** – This Plan and each Option Agreement issued pursuant to this Plan shall be governed by the laws of the Province of Ontario.

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

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

## 16. **EFFECTIVE DATE OF PLAN**

16.1 **Effective Date of Plan** – This Plan shall be effective on the later of the day of its approval by the shareholders of the Company given by way of ordinary resolution and the day of its acceptance for filing by the Exchange.

## SCHEDULE "B"

### Audit Committee Charter

The following Audit Committee Charter was adopted by the Audit Committee of the Board of Directors and the Board of Directors of **EMERITA RESOURCES CORP.** (the "**Company**"):

#### *Mandate*

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

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

#### *Composition*

The Committee shall be comprised of a minimum of three directors as determined by the Board of Directors. If the Company ceases to be a "venture issuer" (as that term is defined in National Instrument 52-110 ("**NI 52-110**")), then all of the members of the Committee shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

If the Company ceases to be a "venture issuer" (as that term is defined in NI 52-110), then all members of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Audit Committee Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

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

#### *Meetings*

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

#### Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

1. Documents/Reports Review

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

## 2. External Auditors

- (a) review annually, the performance of the external auditors who shall be ultimately accountable to the Company's Board of Directors and the Committee as representatives of the shareholders of the Company;
- (b) obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1;
- (c) review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors;
- (d) take, or recommend that the Company's full Board of Directors take appropriate action to oversee the independence of the external auditors, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (e) recommend to the Company's Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval;
- (f) recommend to the Company's Board of Directors the compensation to be paid to the external auditors;
- (g) at each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements;
- (h) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company;
- (i) review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements; and
- (j) review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
  - (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided,
  - (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services, and

- (iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

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

### 3. Financial Reporting Processes

- (a) in consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external;
- (b) consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting;
- (c) consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management;
- (d) review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments;
- (e) following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information;
- (f) review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements;
- (g) review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented;
- (h) review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters;
- (i) review the certification process;
- (j) establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and
- (k) establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

### 4. Other

- (a) review any related-party transactions;
- (b) engage independent counsel and other advisors as it determines necessary to carry out its duties; and
- (c) to set and pay compensation for any independent counsel and other advisors employed by the Committee.

**SCHEDULE "C"**  
**REQUEST FOR VOTING NUMBER FORM**

Issuer/Corporation Name:	Emerita Resources Corp.
Meeting Date:	August 9, 2024
Registered Holder or Appointee Name <sup>1</sup> :	_____ (First Name, Last Name exactly as indicated by the Registered Holder that appointed you)
Registered Holder or Appointee Email Address:	_____
Registered Holder or Appointee Phone Number:	_____
Name of the Appointing Registered Holder:	_____
Name of the Securityholder Who Appointed You <sup>2</sup> :	_____
CUID <sup>3</sup> :	_____
PLEASE RETURN THE COMPLETED FORM TO <a href="mailto:TSXTRUSTPROXYVOTING@TMX.COM">TSXTRUSTPROXYVOTING@TMX.COM</a> This form can also be accessed online at: <a href="https://tsxtrust.com/resource/en/75">https://tsxtrust.com/resource/en/75</a> . Please note that if the information you have provided does not match the information we have on file or is incomplete, TSX Trust may contact you for further information.	

- (1) The person who will be voting at the Meeting.
- (2) If the securityholder who appointed you is a beneficial holder (i.e. they hold their securities through a broker/financial institution) please indicate the CUID code.
- (3) 4 digit code located on the Voting Instruction Form, used to identify the financial institution/participant.

## SCHEDULE "D"

### RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN

#### EMERITA RESOURCES CORP.

(the "Company")

### RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN

(the "RSU/DSU Plan")

June 28, 2024

## PART 1 INTRODUCTION

### 1.1 Purpose

The purpose of this RSU/DSU Plan is to secure for the Company and its shareholders ("Shareholders") the benefits of incentive inherent in share ownership by the employees, consultants, officers and directors of the Company and its Affiliates who, in the judgment of the Board, will be largely responsible for its future growth and success.

### 1.2 Definitions

- (a) "**Affiliate**" has the meaning ascribed to such term in TSXV Policy 1.1, as may be amended from time to time.
- (b) "**Associate**" has the meaning ascribed to such term in TSXV Policy 1.1, as may be amended from time to time.
- (c) "**Award Grant Agreement**" has the meaning ascribed thereto in Section 2.6.
- (d) "**Awards**" means, collectively, Restricted Share Units and Deferred Share Units.
- (e) "**Awardee**" means a Participant that, at the relevant time, holds RSUs and/or DSUs.
- (f) "**Board**" means the board of directors of the Company as it may be constituted from time to time.
- (g) "**Blackout Period**" means a period in which the trading of Shares or other securities of the Company is restricted by any then in-effect corporate securities trading or disclosure policy or other policy of the Company.
- (h) "**Business Day**" means a day that is not a statutory holiday and a day on which banks are open in Toronto, Ontario, Canada.
- (i) "**Change of Control**" means
  - (i) a successful takeover bid; or
  - (ii) (A) any change in the beneficial ownership or control of the outstanding securities or other interests of the Company which results in:

- (I) a person or group of persons “acting jointly or in concert” (within the meaning of MI 62-104); or
  - (II) an affiliate or associate of such person or group of persons;  
holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Company; and
- (B) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change cease to constitute a majority of the Board at any time within sixty days of such change; or
- (iii) Incumbent Directors no longer constituting a majority of the Board; or
  - (iv) the winding up of the Company or the sale, lease or transfer of all or substantially all of the assets to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Company is continued and where the shareholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a “Change of Control” if paragraph 1.2(h)(ii) above was applicable to the transaction); or
  - (v) the Board adopts a resolution to the effect that an event set out under (i) to (iv) above has occurred or is imminent.
- (j) **“Company”** means Emerita Resources Corp., a company continued under the laws of Ontario.
  - (k) **“Deferred Share Unit”** or **“DSU”** means a right, granted in accordance with Section 2.2 hereof, to a Participant by the Company as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, Shares on a deferred basis, and which may be paid in cash and/or Shares of the Company.
  - (l) **“Disability”** means a physical injury or mental incapacity of a nature which the Board, in its sole discretion, determines prevents or would prevent the Awardee from satisfactorily performing the substantial and material duties of his or her position with the Company.
  - (m) **“Disinterested Shareholder Approval”** means the approval of disinterested Shareholders obtained in accordance with the policies and requirements of the TSXV.
  - (n) **“Dividend Market Value”** means the Market Price per Share on the Dividend Record Date.
  - (o) **“Dividend Payment Date”** has the meaning ascribed thereto in Section 2.3.
  - (p) **“Dividend Record Date”** has the meaning ascribed thereto in Section 2.3.
  - (q) **“Eligible Consultants”** means those individuals defined in TSXV Policy 4.4 as a “Consultant” and includes a “Consultant Company” within the meaning of such policy, as such policy may be amended, supplemented or replaced, from time to time.
  - (r) **“Eligible Directors”** means those individuals defined in TSXV Policy 4.4 as a “Director”, as amended, supplemented or replaced, from time to time.
  - (s) **“Eligible Employees”** means those individuals defined in TSXV Policy 4.4 as an “Employee”, as amended, supplemented or replaced, from time to time.

- (t) **“Eligible Officers”** means those individuals defined in TSXV Policy 4.4 as an “Officer”, as applicable, as amended, supplemented or replaced, from time to time.
- (u) **“Eligible Retirement”** means termination of service, under circumstances that the Board determines in its sole discretion, constitute retirement for age or retirement in accordance with the written policies established by the Board (as they may be amended or revised from time to time).
- (v) **“Incumbent Directors”** means any member of the Board who was a member of the Board at the effective date of this RSU/DSU Plan and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director (whether or not such Incumbent Director was a member of the Board at the effective date of this RSU/DSU Plan) by the affirmative vote of the Board, including a majority of the Incumbent Directors then on the Board, prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control.
- (w) **“Insider”** has the meaning ascribed to such term in TSXV Policy 1.1, as may be amended from time to time.
- (x) **“Investor Relations Activities”** has the meaning given such term in TSXV Policy 1.1, as amended, supplemented or replaced, from time to time.
- (y) **“Market Price”** means, on a given date, the volume weighted average trading price of the Shares on the TSXV for the five (5) trading days ending on the last trading day immediately before such date; provided that, in the event that the Shares are not then listed and posted for trading on the TSXV, the Market Price shall be the fair market value of such Shares as determined by the Board in its sole discretion.
- (z) **“Participant”** means, in respect of this RSU/DSU Plan, persons that are Eligible Employees, Eligible Directors, Eligible Officers, or Eligible Consultants who participate in this RSU/DSU Plan voluntarily.
- (aa) **“Performance Conditions”** means conditions, if any, imposed on a Restricted Share Unit which are required to be satisfied or discharged during the Performance Period in order that a Restricted Share Unit shall vest.
- (bb) **“Performance Period”** means the period of time during which Performance Conditions must be satisfied or discharged following which the Restricted Share Unit shall terminate unvested.
- (cc) **“Restricted Share Units”** or **“RSU”** means a right, granted in accordance with Section 2.2 hereof, to a Participant by the Company as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, Shares upon specified vesting criteria being satisfied, and which may be paid in cash and/or Shares of the Company.
- (dd) **“RSU/DSU Plan”** means this Restricted Share Unit and Deferred Share Unit Plan, as amended and restated from time to time.
- (ee) **“Termination”** means: with respect to a Participant or Awardee, the date on which the Participant ceases to be a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation for any reason, without regard to any agreed or otherwise binding severance or notice period (whether express, implied, contractual, statutory or at common law), but does not include the Eligible Retirement of the Participant.
- (ff) **“Settlement Date”** has the meaning attributed thereto in Section 3.3(d).

- (gg) “**Security Based Compensation**” has the meaning given to such term in TSXV Policy 4.4, as amended, supplemented or replaced, from time to time.
- (hh) “**Security Compensation Plan**” has the meaning given to such term in TSXV Policy 4.4, as amended, supplemented or replaced, from time to time and includes, for greater certainty, this RSU/DSU Plan and the Stock Option Plan.
- (ii) “**Shares**” means the common shares of the Company.
- (jj) “**Stock Option Plan**” means the Stock Option Plan of the Company in effect from time to time, as such plan may be amended, varied or replaced.
- (kk) “**Tax Act**” means the *Income Tax Act* (Canada), as amended from time to time.
- (ll) “**TSXV**” means the TSX Venture Exchange.
- (mm) “**Vesting Date**” means, with respect to any Award, the date upon which such Award has vested in accordance with the terms of this RSU/DSU Plan and the terms of any applicable Award Grant Agreement.

## **PART 2 RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT GRANTS**

### **2.1 Participation**

Awards may only be granted to Participants provided that the participation is voluntary. A Participant will not be entitled to receive a grant of an Award after the date that the Participant ceases to be an Eligible Director, an Eligible Officer, an Eligible Employee or an Eligible Consultant in each case for any reason. The Board is responsible for ensuring and confirming that each Participant to whom Awards are to be granted is a *bona fide* Director, Officer, Employee or Consultant (as the case may be).

### **2.2 Grant of Awards**

- (a) The Board may at any time authorize the granting of Awards to such Participants as it may select for the number of Awards that it shall designate, subject to the provisions of this RSU/DSU Plan. Each grant of an Award shall specify the Performance Period and the Performance Conditions (if any) attached to it, and the Vesting Date(s) thereof in the Board’s sole and absolute discretion.
- (b) The date that an Award is granted shall be the date such grant was approved by the Board.
- (c) Each Award granted shall entitle the Participant to receive one (1) Share, subject to the provisions of this RSU/DSU Plan.

### **2.3 Credits for Dividends**

Subject to the absolute discretion of the Board and in accordance with this Section 2.3, the Board may elect to credit, as a bonus for services rendered in the calendar year containing the payment date for cash dividends paid on Shares (the “**Dividend Payment Date**”), a Participant with additional Awards. In such case, the number of additional Awards so credited under this Section 2.3 will be equal to (computed to two (2) decimal places) the aggregate amount of dividend that would have been paid to the Participant if the Awards in the Participant’s account as of the record date for payment of such dividends (the “**Dividend Record Date**”) had been an equal number of Shares divided by the Market Price of a Share on the Dividend Payment Date, and at all times be subject to the aggregate maximum number of Shares available for issuance in this RSU/DSU Plan and to the individual, respectively, as set out herein.

The additional Awards will vest on the Settlement Date of the particular RSUs or DSUs, as the case may be, to which the additional Awards relate. The additional Awards issued pursuant to this Section 2.3 will reduce the number of Shares available for issuance from treasury pursuant to Section 6.2.

## **2.4 Considerations in Granting Awards**

In determining the Participants to whom Awards may be granted and the number of Awards, the Board may take into account the following factors:

- (a) compensation data for comparable benchmark positions among the Company's competitors;
- (b) the duties and seniority of the Participant;
- (c) the performance of the Participant in the current or prior year or years;
- (d) individual and/or departmental contributions and potential contributions to the success of the Company; and
- (e) such other factors as the Board shall deem relevant in connection with accomplishing the purposes of this RSU/DSU Plan.

## **2.5 Performance Period and Performance Conditions**

A grant of a RSU may, but is not required to, have Performance Conditions attached to it, which conditions may be attached to the RSU by the Board. The Board has the sole and complete authority, in its discretion, to determine whether any Performance Conditions or other criteria applicable to the vesting of RSUs have been satisfied. The Board has the sole and complete authority, in its discretion, to determine whether any Performance Conditions or other criteria applicable to the vesting of RSUs have been satisfied or shall be waived or modified, provided that such waiver or modification is completed in accordance with the policies of the TSXV, including receipt of required TSXV acceptance of the amendments.

## **2.6 Award Grant Agreements**

Each Award granted to a Participant shall be evidenced by an instrument of grant (an "**Award Grant Agreement**") with terms and conditions consistent with this RSU/DSU Plan and as approved by the Board (which terms and conditions need not be the same in each case and may be changed from time to time, subject to this RSU/DSU Plan, and the applicable approval of any changes by the TSXV or such other exchange or exchanges on which the Shares are then traded) substantially in the form annexed hereto as Schedule A (in respect of Restricted Share Units) and Schedule B (in respect of Deferred Share Units) or such other forms as the Board determines. Each instrument of grant shall set forth, at a minimum, the type and effective date of the Award evidenced thereby, the number of Shares subject to such Awards and the applicable vesting conditions. Reference in the RSU/DSU Plan to an instrument of grant shall include any supplements or amendments thereto.

## **2.7 No Assurance of Future Awards**

For greater certainty and without limiting the discretion conferred on the Board, the Board's decision to approve the grant of an Award in any year or at any time shall not require the Board to approve the grant of an Award to any Participant in any other year or at any other time; nor shall the Board's decision with respect to the size or terms and conditions of an Award in any year or at any time require it to approve the grant of an Award of the same size or with the same Performance Period, Performance Conditions or other terms and conditions to any Participant in any other year or at any other time. No Participant has any claim or right, legal or equitable, to receive an Award grant from the Company.

## **PART 3 VESTING AND SETTLEMENT OF AWARDS**

### **3.1 Vesting**

- (a) The Board may, in its sole discretion, determine the time at which Awards shall vest and whether there shall be any other Performance Conditions or criteria to vesting, subject to Section 3.1(b). In the absence of any determination by the Board to the contrary at the time of grant, Awards will vest:
  - (i) as to 1/2 of the Awards, on the day which is the first anniversary of the grant date of the Awards; and
  - (ii) as to the remaining 1/2 of the Awards, on the day which is the second anniversary of the grant date of the Awards;

provided, however, the Participant is and has continuously been, in the case of an Eligible Director, Eligible Officer or Eligible Employee, an Eligible Director, Eligible Officer or Eligible Employee in service with the Company, or any of its Affiliates, from the grant date until the relevant date of vesting, and, in the case of an Eligible Consultant, at the discretion of the Board. For greater certainty, if an Award shall vest in accordance with this Section 3.1(a) at a time when there remains Performance Conditions outstanding that have not been satisfied, the Award shall be deemed to have not vested and shall only vest on the date that the Performance Conditions are satisfied, provided such date is during the applicable Performance Period.

- (b) The authority of the Board in respect of vesting of Awards under Section 3.1(a) is subject to Section 4.6 of TSXV Policy 4.4 whereby no Award may vest before the first anniversary of the grant date of such Award, provided that acceleration of vesting may be expressly permitted by this RSU/DSU Plan in connection with the death of a Participant or a Change of Control, take-over bid, RTO (as defined in TSXV Policy 1.1) or similar transaction.

### **3.2 Payment for Vested Awards**

- (a) Upon the Vesting Date, and subject to Section 6.11, RSUs shall be settled by the Company by a payment to the Participant in cash or in Shares in accordance with Section 3.3.
- (b) Once vested in accordance with the applicable Vesting Date, and subject to Section 6.11, DSUs shall be settled by the Company by a payment to the Participant in cash or in Shares in accordance with Section 3.3 following the Eligible Retirement, or death of the applicable Participant or at the time of Termination of the Participant.
- (c) Following receipt of payment by the Participant, the Awards so settled shall be of no value whatsoever and shall be struck from the Participant's notional account.

### **3.3 Settlement Procedure for Awards**

- (a) Any Shares issued under this RSU/DSU Plan shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Shares were issued for money.
- (b) The Company, at the Board's sole and absolute discretion, shall have the option of settling the Awards by any of the following methods or by a combination of such methods:
  - (i) payment in cash, net of applicable taxes, equal to the Market Price determined as of the applicable Vesting Date of one (1) Share for each Award then being settled;
  - (ii) payment in Shares acquired by the Company on the TSXV; or

- (iii) payment in Shares issued from the treasury of the Company.
- (c) The Company shall not be required to determine whether the payment method shall take the form of cash or Shares until the time of settlement of the Awards. A holder of Awards shall not have any right to demand, be paid in, or receive Shares in respect of any DSU at any time. Notwithstanding any election by the Company to settle the value of any Award which has vested, or portion thereof, in Shares, the Company reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such vested Awards shall not have the right, at any time to enforce settlement in the form of Shares of the Company.
- (d) Unless otherwise determined by the Board, or unless otherwise provided in the Participant's applicable Award Grant Agreement and subject to this Section 3.3:
  - (i) RSUs shall be settled as soon as reasonably practicable following the following the Vesting Date and, in any event, within thirty (30) days thereof; and
  - (ii) DSUs shall be settled as soon as reasonably practicable following, and, in any event, within thirty (30) days of, the earlier of the Eligible Retirement of the Participant, the death of the Participant or the Termination of the Participant(such date of settlement, the "**Settlement Date**").
- (e) If the Board elects to settle the vested Awards by payment of Shares, on the Settlement Date, the Company will cause to be delivered to the Participant a certificate or DRS advice statement in respect of such Shares provided that, if required by applicable law or the rules and policies of the TSXV or such other exchange or exchanges on which the Shares are traded, a restrictive legend shall be inscribed on the certificate or DRS advice statement, which legend shall state that the Shares shall not be transferable for such period as may be prescribed by law or by any regulatory authority or stock exchange on which the Shares are listed. Where the Company elects to pay any amounts pursuant to vested Awards by issuing Shares, and the determination of the number of Shares to be delivered to a Participant in respect of a particular Vesting Date would result in the issuance of a fractional Share, the number of Shares deliverable on the Settlement Date shall be rounded down to the next whole number of Shares. No certificates representing fractional Shares shall be delivered pursuant to this RSU/DSU Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.
- (f) If the Settlement Date of an Award occurs during a Blackout Period or when the Participant is otherwise prohibited from settling such Award, then the Settlement Date shall be automatically extended to the tenth (10<sup>th</sup>) Business Day following the end of such Blackout Period or lifting, termination or removal of such prohibition.

## **PART 4 EFFECT OF TERMINATION**

### **4.1 Termination**

- (a) Subject to any contrary determination by the Board (including by the terms of the applicable Award Grant Agreement), upon the death, Eligible Retirement or Termination (for any reason whatsoever) of an Awardee:
  - (i) any vested Award held by such Awardee at the date of death, Eligible Retirement or Termination, which has not yet been settled, shall be settled within thirty (30) days of such date; and
  - (ii) any unvested Award held by such Awardee at the date of death, Eligible Retirement or Termination shall be terminated as of such date and shall not

thereafter entitle such Awardee or its estate or legal representative, as applicable, to any Shares or cash payment.

For greater certainty, if a RSU has Performance Conditions attached to it which remain unsatisfied at the date of death, Eligible Retirement or Termination of the applicable Awardee, the RSU shall be deemed to not have vested.

- (b) Any determination made by the Board shall be made in accordance with the policies of the TSXV, including without limitation, that all Awards must expire within a reasonable period, not exceeding twelve (12) months, following the date such Participant ceases to be an Eligible Employee, an Eligible Director, an Eligible Officer, or an Eligible Consultant.

## **PART 5 CHANGE OF CONTROL; REORGANIZATIONS ETC.**

### **5.1 Effect of Takeover Bid**

Notwithstanding any other provision in this RSU/DSU Plan but subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Company and a Participant, if there takes place a Change of Control, all issued and outstanding Awards shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board, in its absolute discretion, prior to the time such Change of Control takes place.

### **5.2 Effect of Amalgamation or Arrangement**

Except in the case of a transaction that is a Change of Control and to which Section 5.1 applies, subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Company and a Participant, if the Company amalgamates with, or is the subject of an arrangement with, another corporation, any Shares receivable on the vesting of an Award shall instead become the right to receive the securities, property or cash which the Participant would have received upon such amalgamation or arrangement if the Participant had settled his, her or its Award immediately prior to the record date applicable to such amalgamation or arrangement, and shall be adjusted equitably and appropriately by the Board. Prior to agreeing to any such amalgamation or arrangement, the Board shall take all such steps as are necessary to ensure that such other corporation honours this Section 5.2 and the requirement that vested Awards be settled as aforementioned.

### **5.3 Adjustment in Shares Subject to the RSU/DSU Plan**

If there is any change in the Shares through consolidations, subdivisions or reclassification of Shares, or otherwise, the number of Shares available under this RSU/DSU Plan, and the Shares subject to any Award, shall be adjusted equitably and appropriately by the Board and such adjustment shall be effective and binding for all purposes of this RSU/DSU Plan.

### **5.4 Prior Acceptance by TSXV**

Any adjustment under this RSU/DSU Plan to Awards granted or Shares issued under this RSU/DSU Plan, other than in connection with a consolidation or share split, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization, shall be subject to the prior acceptance of the TSXV.

## **PART 6 GENERAL, INTERPRETATION AND ADMINISTRATION**

### **6.1 Administration by the Board**

The Board shall have the full power to administer this RSU/DSU Plan, including, but not limited to, the authority to:

- (a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
- (b) adopt, amend, suspend and rescind such provisions of this RSU/DSU Plan as the Board may deem necessary in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;
- (c) determine the individuals or companies to whom Awards may be granted;
- (d) grant such Awards on such terms and conditions as it determines including, without limitation: the time or times at which Awards may be granted; the time or times when each Award shall vest and the term of each Award; whether restrictions or limitations are to be imposed on the Shares the Company may elect to issue in settlement of all or a portion of the vested Awards and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any Award; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;
- (e) take any and all actions permitted by this RSU/DSU Plan; and
- (f) make any other determinations and take such other action in connection with the administration of this RSU/DSU Plan that it deems necessary or advisable.

No member of the Board shall be liable for any action or determination in connection with this RSU/DSU Plan made or taken in good faith, and each member of the Board and each such person shall be entitled to indemnification by the Company with respect to any such action or determination.

### **6.2 Maximum Number of Shares Issuable**

Subject to Sections 5.3 and 6.3, the aggregate maximum number of Shares that may be issued pursuant to this RSU/DSU Plan is 19,800,000 Shares.

### **6.3 Limitations**

The following limits apply to the operation of this RSU/DSU Plan:

- (a) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation of the Company granted or issued in any 12-month period to any one Eligible Consultant shall not exceed 2% of the total number of issued and outstanding Shares of the Company on a non-diluted basis, calculated as at the date any Security Based Compensation is granted or issued to such Eligible Consultant;
- (b) unless the Company has obtained the requisite Disinterested Shareholder Approval,
  - (i) 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 person shall not exceed 5% of the total number of issued and outstanding Shares of the Company on a non-diluted basis, calculated as at the date any Security Based Compensation is granted or issued to such person;

- (ii) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares of the Company on a non-diluted basis at any point in time; and
  - (iii) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares of the Company on a non-diluted basis, calculated as at the date any Security Based Compensation is granted or issued to any Insider; and
- (c) Awards may not be granted under this RSU/DSU Plan to persons retained to provide Investor Relations Activities.

#### **6.4 Effective Date**

This RSU/DSU Plan is established effective on the date that this RSU/DSU Plan has been adopted by the Board (the “**Effective Date**”) provided, however, that while Awards may be granted prior to the necessary regulatory, stock exchange and shareholder approvals, no cash and/or Shares underlying a vested Award shall be issued by the Company or paid to a Participant in accordance with this RSU/DSU Plan prior to it having received the necessary regulatory, stock exchange and shareholder approvals (the “**Necessary Approvals**”). If the Necessary Approvals in respect of an Award are not received within one (1) year of the grant date, the Award shall terminate unvested at such time.

#### **6.5 Non-Transferability**

Any Awards accruing to any Participant in accordance with the terms and conditions of this RSU/DSU Plan shall not be transferable except by will or by the laws of descent and distribution. During the lifetime of a Participant, all benefits and rights granted under this RSU/DSU Plan may only be exercised by the Participant.

#### **6.6 Employment**

Nothing contained in this RSU/DSU Plan shall confer upon any Participant any right with respect to employment or continuance of employment, consultancy agreement, or service of any nature with the Company or any, Affiliate, or interfere in any way with the right of the Company or any Affiliate to terminate the Participant’s employment or consultancy agreement at any time. Participation in this RSU/DSU Plan by a Participant is entirely voluntary and the Participant may decline an Award at any time and/or voluntarily agree to the termination of an Award previously granted at any time.

#### **6.7 Not a Shareholder**

Nothing contained in this RSU/DSU Plan nor in any Award granted hereunder shall be deemed to give any Participant any interest or title in or to any Shares or any rights as a Shareholder or any other legal or equitable right against the Company, or any of its Affiliates whatsoever, including without limitation, the right to vote as a Shareholder or the right to participate in any new issue of Shares to existing holders of Shares, other than those rights relating to Shares that have been issued by the Company upon the settlement of an Award.

#### **6.8 Unfunded Plan**

This RSU/DSU Plan shall be unfunded.

## 6.9 Record Keeping

The Company shall maintain a register in which shall be recorded:

- (a) the name and address of each Awardee;
- (b) the number of vested and unvested Awards held by each Awardee;
- (c) the relevant Performance Period and Performance Conditions (if any) attached to each Award; and
- (d) such other information as the Board may determine from time to time.

## 6.10 Necessary Approvals

The obligation of the Company to issue Shares in accordance with this RSU/DSU Plan is subject to the approval of any governmental authority having jurisdiction in respect of the Shares or any exchanges on which the Shares are then listed which may be required in connection with the authorization, or issuance of such Shares by the Company. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain such approval, the obligation of the Company to issue such Shares shall terminate and if the Company is lawfully permitted to settle Awards in cash, it will settle Awards in cash.

## 6.11 Taxes

The Company may withhold from any remuneration or consideration whatsoever payable to such Participant hereunder, any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in this RSU/DSU Plan (the “**Applicable Withholding Taxes**”). For greater certainty, unless not required under the Tax Act, no cash payment will be made nor will Shares be issued until (i) an amount sufficient to cover the Applicable Withholding Taxes payable on the settlement of such Awards has been received by the Company, (ii) the Participant undertakes to arrange for such number of Shares to be sold as is necessary to raise an amount equal to such Applicable Withholding Taxes, and to cause the proceeds from the sale of such Shares to be delivered to the Company, or (iii) the Participant elects to redeem for cash such number of Awards as is necessary to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company.

Notwithstanding the foregoing, the Company makes no representation or warranty as to the future market value of the Shares or with respect to any tax matters affecting the Participant resulting from the grant or settlement of an Award or transactions in the Shares. With respect to any fluctuations in the market price of Shares, neither the Company, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder or their sale (as applicable) or in any other manner related to this RSU/DSU Plan. For greater certainty, no amount will be paid to, or in respect of, an Awardee under this RSU/DSU Plan or pursuant to any other arrangement, and no additional cash or Shares will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, an Awardee for such purpose.

## 6.12 Amendments to RSU/DSU Plan

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, and without shareholder approval, amend this RSU/DSU Plan or any Award granted under this RSU/DSU Plan to fix typographical errors or to clarify existing provisions of this RSU/DSU Plan that do not have the effect of altering the scope, nature and intent of such provisions.

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, suspend or terminate this RSU/DSU Plan or any Award granted under this RSU/DSU Plan in any manner it may choose, provided that:

- (a) any amendment to this RSU/DSU Plan or any Award requires prior acceptance of the TSXV, unless such amendment imposes additional Performance Conditions;
- (b) if any amendment in respect of an Award will result in a benefit to an Insider, Disinterested Shareholder Approval is required;
- (c) if any amendment will result in the limits set out in Section 6.3(b) being exceeded, Disinterested Shareholder Approval is required; and
- (d) any amendment, suspension or termination is in accordance with applicable laws and the rules of any other stock exchange on which the Shares are listed.

If the RSU/DSU Plan is terminated, the provisions of this RSU/DSU Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of this RSU/DSU Plan, the Board shall remain able to make such amendments to this RSU/DSU Plan or the Awards as they would have been entitled to make if this RSU/DSU Plan were still in effect.

No such amendment to the RSU/DSU Plan shall cause the RSU/DSU Plan to cease to be a plan described in Section 7 of the Tax Act of any successor to such provision.

#### **6.13 Compliance with Applicable Law, etc**

If any provision of this RSU/DSU Plan or any agreement entered into pursuant to this RSU/DSU Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or this RSU/DSU Plan, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

#### **6.14 Governing Law**

This RSU/DSU 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 Ontario and the federal laws of Canada applicable therein.

#### **6.15 Notice**

Any notice required to be given by this RSU/DSU Plan shall be in writing and shall be given by registered mail, postage prepaid, or delivered by courier or by electronic transmission such as email addressed, if to the Company, to the head office of the Company, Attention: Corporate Secretary; or if to a Participant or Awardee, to such Participant or Awardee at his or her address as it appears on the books of the Company or in the event of the address of any such Participant not so appearing, then to the last known address of such Participant or Awardee; or if to any other person, to the last known address of such person.

#### **6.16 Fractional Shares**

No fractional Shares shall be delivered upon the settlement of any Award under this RSU/DSU Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the settlement of an Award, or from an adjustment permitted by the terms of this RSU/DSU Plan, such Participant shall only have the right to receive the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

**SCHEDULE A**  
**RESTRICTED SHARE UNIT – AWARD GRANT AGREEMENT**

*[All Awards issued to Insiders must include the following legend:*

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

THIS RESTRICTED SHARE UNIT AGREEMENT (the “**Agreement**”) is made as of the [●] day of [●], [●].  
BETWEEN:

**EMERITA RESOURCES CORP.**

(herein called the “**Company**”)

And

[●]

(herein called the “**Awardee**”)

This Agreement is made pursuant to the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan (in effect from time to time, the “**RSU/DSU Plan**”), which is incorporated by reference herein. The Awardee accepts the terms and conditions of the RSU/DSU Plan and all rules and procedures adopted thereunder, as amended from time to time. In the event of any inconsistency between the terms of this Agreement and the terms of the RSU/DSU Plan, the terms of the RSU/DSU Plan shall prevail. Certain terms with initial capital letters used in this Agreement have the meanings set out in the RSU/DSU Plan.

Each RSU (as defined below) granted to the Awardee hereunder represents a right of the Awardee to receive one common share of the Company as presently constituted (each a “**Share**”) on the terms set out herein.

The Company has granted to the Awardee, as of the grant date set out in exhibit 1 attached hereto, that number of restricted share units (the “**RSUs**”) equal to the number of RSUs set out in exhibit 1 attached hereto, upon the terms and conditions set out in this Agreement, including the following:

**Restricted Share Units.** Each RSU granted to the Awardee hereunder represents a right of the Awardee to receive one Share on the date the said RSU vests

**Awardee's Notional Account.** The Company shall maintain in its books a notional account for the Awardee (the “**Awardee's Account**”) recording the number of RSUs granted to the Awardee and the number of RSUs that have vested. Upon payment in satisfaction of vested RSUs through the issue of Shares from treasury or cash, such vested RSUs shall be cancelled.

**Vesting.** The RSUs granted by the Company to the Awardee as set out on exhibit 1 attached hereto shall vest in accordance with the vesting provisions set out on exhibit 1 attached hereto (provided that in no event will the Awardee become entitled to acquire a fraction of a Share).

If the Awardee terminates employment with the Company for any reason, any non-vested RSUs granted hereunder will be immediately cancelled without liability or compensation therefore and be of no further force and effect. For clarity, where the Awardee voluntarily terminates his/her employment with the Company

or is otherwise terminated by the Company for cause, all non-vested RSUs of the Awardee shall be immediately cancelled without compensation or liability therefore and be of no further force and effect.

**Settlement of Vested RSUs.** Unless otherwise directed by the Company's directors in writing, payment to the Awardee in respect of vested RSUs will be made in the form of Shares only and will be evidenced by book entry registration or by a certificate registered in the name of the Awardee as soon as practicable following the date on which the RSUs become vested and in any event within thirty (30) days of the Vesting Date.

**No Shareholder Rights.** The Awardee will have none of the rights of a shareholder of the Company with respect to any Shares underlying the RSUs, including the right to vote such shares and receive any dividends that may be paid thereon, until such time, if any, that the Awardee has been determined to be a shareholder of record by the Company's transfer agent or one or more certificates of Shares are delivered to the Awardee in settlement thereof. Further, nothing herein will confer upon the Awardee any right to remain in the employ of the Company.

**RSUs Non-Transferable.** RSUs are non-transferable (except by will or by the laws of descent and distribution).

**No Other Benefit.** No amount will be paid to, or in respect of, the Awardee under the RSU/DSU Plan to compensate for a downward fluctuation in the value of the Shares, nor will any other form of benefit be conferred upon, or in respect of, the Awardee for such purpose.

The Company makes no representations or warranties to the Awardee with respect to the RSU/DSU Plan or the RSUs whatsoever. The Awardee is expressly advised that the value of the RSUs in the RSU/DSU Plan will fluctuate as the value of Shares fluctuates.

In seeking the benefits of participation in the RSU/DSU Plan, the Awardee agrees to exclusively accept all risks associated with a decline in the value of Shares and all other risks associated with participation in the RSU/DSU Plan.

**Withholding Tax.** As set out in Section 6.11 of the RSU/DSU Plan, the Company may withhold from any remuneration or consideration whatsoever payable to such Participant hereunder, any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the RSU/DSU Plan.

**Income Taxes:** The Awardee acknowledges that he/she will be liable for income tax relating to grants and dispositions of RSUs. The Awardee hereby acknowledges that the Company is making no representation to him/her regarding taxes applicable to the Awardee and the Awardee will confirm the tax treatment with his/her own tax advisor.

**No Inducement.** By executing a copy of this Agreement, the Awardee hereby accepts the grant of RSUs and hereby confirms and acknowledges that his or her participation in the RSU/DSU Plan is voluntary and that he or she has not been induced to enter into this Agreement or participate in RSU/DSU Plan by expectation of employment or continued employment with the Company.

**Reorganization.** The existence of any RSUs shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

**Binding Effect.** This Agreement shall enure to the benefit of and be binding upon the Company and the Awardee and each of their respective heirs, executors, administrators, successors and permitted assigns.

**Unfunded and Unsecured RSU/DSU Plan.** Unless otherwise determined by the Board, this Agreement and the RSU/DSU Plan shall be unfunded and the Company will not secure its obligations under this Agreement or the RSU/DSU Plan. To the extent any Awardee or his or her estate holds any rights by virtue of a grant of RSUs under this Agreement, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

**Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflict of laws.

**Effective Date.** The effective date of this Agreement shall be the grant date.

**Severability.** The invalidity or unenforceability of any provision of the RSU/DSU Plan or this Agreement shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Agreement.

*[signature page follows]*

**EMERITA RESOURCES CORP.**

\_\_\_\_\_  
Name:

Title:

Date:

**AWARDEE**

\_\_\_\_\_  
Signature of Awardee

Name:

Title:

Date:

**EXHIBIT 1 TO SCHEDULE A**  
**EMERITA RESOURCES CORP.**  
**RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN**  
**NOTICE OF RESTRICTED SHARE UNITS GRANTED**

Awardee: \_\_\_\_\_

Address: \_\_\_\_\_

You have been granted Restricted Share Units of Emerita Resources Corp. (the "**Company**"), as follows:

Grant Date: \_\_\_\_\_

Number of Restricted Share Units: \_\_\_\_\_

Starting Value of Restricted Share Unit Grant: \_\_\_\_\_

Vesting Schedule: \_\_\_\_\_

By your signature and the signature of the Company's representative below, you and the Company agree that this Restricted Share Unit Grant is granted under and governed by the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan, as amended from time to time.

**EMERITA RESOURCES CORP.**

\_\_\_\_\_  
Name:

Title:

Date:

**AWARDEE**

\_\_\_\_\_  
Signature of Awardee

Name:

Title:

Date:

## SCHEDULE B

### DEFERRED SHARE UNIT – AWARD GRANT AGREEMENT

***[All Awards issued to Insiders must include the following legend:***

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

THIS DEFERRED SHARE UNIT AGREEMENT (the “**Agreement**”) is made as of the [●] day of [●], [●].  
BETWEEN:

**EMERITA RESOURCES CORP.**

**(herein called the “Company”)**

And

[●]

**(herein called the “Awardee”)**

This Agreement is made pursuant to the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan (in effect from time to time, the “**RSU/DSU Plan**”), which is incorporated by reference herein. The Awardee accepts the terms and conditions of the RSU/DSU Plan and all rules and procedures adopted thereunder, as amended from time to time. In the event of any inconsistency between the terms of this Agreement and the terms of the RSU/DSU Plan, the terms of the RSU/DSU Plan shall prevail. Certain terms with initial capital letters used in this Agreement have the meanings set out in the RSU/DSU Plan.

The Company has granted to the Awardee, as of the grant date set out in exhibit 1 attached hereto, that number of deferred share units (the “**DSUs**”) equal to the number of DSUs set out in exhibit 1 attached hereto, upon the terms and conditions set out in this Agreement, including the following:

**Definitions:**

- a) “**Distribution Date**” means either the Separation Date or such later date as the Awardee may elect (by written notice delivered to the Company prior to the Separation Date), provided that in no event shall an Awardee be permitted to elect a date which is later than December 1 of the calendar year following the calendar year in which the Separation Date occurs. In the case of death of an Awardee, the Distribution Date shall have the meaning ascribed to it under the section titled “Distribution of Vested DSUs” hereof;
- b) “**Related Entity**” has the meaning ascribed to the term “related entity” in section 2.22 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators, as amended from time to time; and
- c) “**Separation Date**” means the date on which the Awardee ceases service as a director, and is not at that time an employee or officer, of the Company or a Related Entity.

**Deferred Share Units.** Each vested DSU granted to the Awardee hereunder represents a right of the Awardee to receive one Share on the Distribution Date.

**Awardee's Notional Account.** The Company shall maintain in its books a notional account for the Awardee (the "**Awardee's Account**") recording the number of DSUs granted to the Awardee and the number of DSUs that have vested. Upon payment in satisfaction of vested DSUs through the issue of Shares or cash on or about the Distribution Date (in accordance with the provisions herein), such vested DSUs shall be cancelled as of the applicable Distribution Date.

**Vesting.** The DSUs granted by the Company to the Awardee as set out on exhibit 1 attached hereto shall vest in accordance with the vesting provisions set out on exhibit 1 attached hereto, provided that where an Awardee is terminated for cause, resigns or, in the case of a director of the Company, is otherwise removed as a result of losing his/her eligibility to serve on the Board due to an order by a regulatory body or stock exchange or for culpable conduct as determined by the Board, all unvested DSUs in the Awardee's account shall be immediately cancelled without liability or compensation therefore and be of no further force and effect (unless otherwise determined by the Board).

In no event will the Awardee become entitled to acquire a fraction of a Share.

**Distribution of Vested DSUs.** The Company shall, within 10 business days after the Distribution Date, issue to the Awardee a number of Shares equal to the number of vested DSUs in the Awardee's Account. In the case of an Awardee's death, the Distribution Date shall be on or before the 30<sup>th</sup> business day after the Company is duly notified of the death of the Awardee and such distribution shall be made to the estate of the Awardee.

**Reporting of DSUs.** Statements of the Awardee's Account will be provided to Awardees on an annual basis.

**No Shareholder Rights.** The Awardee will have none of the rights of a shareholder of the Company with respect to any Shares underlying the DSUs, including the right to vote such shares and receive any dividends that may be paid thereon, until such time, if any, that the Awardee has been determined to be a shareholder of record by the Company's transfer agent or one or more certificates of Shares are delivered to the Awardee in settlement thereof. Further, nothing herein will confer upon the Awardee any right to remain in the employ of the Company.

**DSUs Non-Transferable.** DSUs are non-transferable (except by will or by the laws of descent and distribution).

**No Other Benefit.** No amount will be paid to, or in respect of, the Awardee under the RSU/DSU Plan to compensate for a downward fluctuation in the value of the Shares, nor will any other form of benefit be conferred upon, or in respect of, the Awardee for such purpose.

The Company makes no representations or warranties to the Awardee with respect to the RSU/DSU Plan or the DSUs whatsoever. The Awardee is expressly advised that the value of the DSUs in the RSU/DSU Plan will fluctuate as the value of Shares fluctuates.

In seeking the benefits of participation in the RSU/DSU Plan, the Awardee agrees to exclusively accept all risks associated with a decline in the value of Shares and all other risks associated with participation in the RSU/DSU Plan.

**Withholding Tax.** As set out in Section 6.11 of the RSU/DSU Plan, the Company may withhold from any remuneration or consideration whatsoever payable to such Participant hereunder, any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the RSU/DSU Plan.

**Income Taxes:** The Awardee acknowledges that he/she will be liable for income tax relating to grants and dispositions of DSUs. The Awardee hereby acknowledges that the Company is making no representation

to him/her regarding taxes applicable to the Awardee and the Awardee will confirm the tax treatment with his/her own tax advisor.

**No Inducement.** By executing a copy of this Agreement, the Awardee hereby accepts the grant of DSUs and hereby confirms and acknowledges that his or her participation in the RSU/DSU Plan is voluntary and that he or she has not been induced to enter into this Agreement or participate in RSU/DSU Plan by expectation of employment or continued employment with the Company.

**Reorganization.** The existence of any DSUs shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

**Binding Effect.** This Agreement shall enure to the benefit of and be binding upon the Company and the Awardee and each of their respective heirs, executors, administrators, successors and permitted assigns.

**Unfunded and Unsecured RSU/DSU Plan.** Unless otherwise determined by the Board, this Agreement and the RSU/DSU Plan shall be unfunded and the Company will not secure its obligations under this Agreement or the RSU/DSU Plan. To the extent any Awardee or his or her estate holds any rights by virtue of a grant of DSUs under this Agreement, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

**Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflict of laws.

**Effective Date.** The effective date of this Agreement shall be the grant date.

**Severability.** The invalidity or unenforceability of any provision of the RSU/DSU Plan or this Agreement shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Agreement.

*[signature page follows]*

**EMERITA RESOURCES CORP.**

---

Name:

Title:

Date:

**AWARDEE**

---

Signature of Awardee

Name:

Title:

Date:

**EXHIBIT 1 TO SCHEDULE B  
EMERITA RESOURCES CORP.**

**RESTRICTED SHARE UNIT AND DEFERRED SHARE UNIT PLAN**

**NOTICE OF DEFERRED SHARE UNITS GRANTED**

Awardee: \_\_\_\_\_  
Address: \_\_\_\_\_

You have been granted Deferred Share Units of Emerita Resources Corp. (the "**Company**"), as follows:

Grant Date: \_\_\_\_\_

Number of Deferred Share Units: \_\_\_\_\_

Starting Value of Deferred Share Unit Grant: \_\_\_\_\_

Vesting Schedule: \_\_\_\_\_

By your signature and the signature of the Company's representative below, you and the Company agree that this Deferred Share Unit Grant is granted under and governed by the terms and conditions of the Company's Restricted Share Unit and Deferred Share Unit Plan, as amended from time to time.

**EMERITA RESOURCES CORP.**

\_\_\_\_\_  
Name:  
Title:  
Date:

**AWARDEE**

\_\_\_\_\_  
Signature of Awardee  
Name:  
Title:  
Date: